

AGENDA
CITY OF CEDAR FALLS, IOWA
REGULAR MEETING, CITY COUNCIL
MONDAY, NOVEMBER 5, 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 October 15, 2018.
- D. Agenda Revisions.
- E. Old Business:
 - 1. Pass Ordinance #2932, granting a partial property tax exemption to Standard Distribution Co. for construction of a warehouse addition at 317 Savannah Park Drive, upon its third & final consideration.
 - 2. Pass Ordinance #2933, amending Section 29-107 of the Code of Ordinances by removing property located in the southwest corner of Highway 58 and West Ridgeway Avenue from A-1, Agricultural District, and placing the same in HWY-1, Highway Commercial District, subject to certain conditions, upon its third & final consideration.
 - 3. Resolution approving a Highway 20 Commercial Corridor Overlay Zoning District site plan for construction of a retail and convenience store to be located in the southwest corner of Highway 58 and West Ridgeway Avenue, subject to certain conditions.
 - 4. Pass Ordinance #2934, amending Section 29-107 of the Code of Ordinances by removing property located at the north end of Lakeshore Drive from A-1, Agricultural District, and placing the same in R-1, Residence District, upon its third & final consideration, OR
 - a. Defer final consideration of the ordinance until the Park Ridge Estates preliminary plat is presented for consideration by City Council.
- F. 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 temporary reappointment of Brian Arntson to the Planning & Zoning Commission, term ending 11/30/2018.
 - b. Receive and file the Committee of the Whole minutes of October 15, 2018 relative to the following items:
 - (1) Community Main Street Presentation.
 - (2) College Hill Partnership Presentation.
 - (3) Bicycle & Pedestrian Advisory Committee Presentation.

- (4) Bills & Payroll.
 - c. Receive and file communications from the Civil Service Commission relative to certified lists for the following positions:
 - (1) Land Surveyor.
 - (2) Maintenance Worker.
 - (3) Planner II.
 - d. Receive and file Departmental Monthly Reports of September 2018.
 - e. Receive and file the Bi-Annual Report of Community Main Street relative to FY19 Self-Supported Municipal Improvement District (SSMID) Funds & an FY19 Economic Development Grant.
 - f. Receive and file the Bi-Annual Report of College Hill Partnership relative to FY19 Self-Supported Municipal Improvement District (SSMID) Funds and an FY19 Economic Development Grant.
 - g. Approve a request for a street closure on Viking Road on November 22, 2018.
 - h. Approve the following applications for beer permits and liquor licenses:
 - (1) Casey's General Store, 5908 Nordic Drive, Class C beer & Class B wine - renewal.
 - (2) Clarion Inn, 5826 University Avenue, Class B liquor - renewal.
 - (3) Figaro Figaro, 419 Main Street, Class C Liquor & outdoor service - renewal.
 - (4) Tony's La Pizzeria, 407 Main Street, Class C liquor & outdoor service - renewal.
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 authorizing certification of eligible expenses for reimbursement from the Downtown, College Hill, Pinnacle Prairie and Unified Tax Increment Financing Revenues.
 - b. Resolution approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for the Prairie Parkway & Viking Road Signalization Project in the Pinnacle Prairie Urban Renewal Area.
 - c. Resolution approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for legal fees and incentive payments in the Downtown Urban Renewal Area.
 - d. Resolution approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for Highway 58 Corridor Improvements, Industrial Park Street Patching, and administrative and legal fees related to the Unified Urban Renewal Area.
 - e. Resolution approving and authorizing an inter-fund loan from the General Fund to the Tax Increment Financing (TIF) Fund relative to funding for personnel costs to support the Unified Urban Renewal projects and planning in the Unified Urban Renewal Area.
 - f. Resolution approving and authorizing an inter-fund loan from the Economic Development Fund to the Tax Increment Financing (TIF) Fund relative to funding for the purchase of land in the Unified Urban Renewal Area.
 - g. Resolution approving and authorizing an inter-fund loan from the Street Improvement Fund to the Tax Increment Financing (TIF) Fund relative to funding for the University Avenue

Reconstruction Project - Phase 3 in the Unified Urban Renewal Area.

- h. Resolution approving and authorizing submission of the City's FY18 Annual Urban Renewal Report.
- i. Resolution approving and authorizing execution of a replacement Quit Claim Deed conveying title to a portion of vacated alley located in Lincoln Park Addition to Michael and Jeanette Geisler.
- j. Resolution approving and authorizing execution of an FY19 Cooperative Agreement with the Iowa Civil Rights Commission.
- k. Resolution renaming Cedar Falls Recreation and Community Center to Recreation and Fitness Center.
- l. Resolution approving and accepting a Permanent Utility Easement, in conjunction with the University Avenue Reconstruction Project - Phase 2.
- m. Resolution approving and authorizing execution of twenty Owner Purchase Agreements and fifteen Tenant Purchase Agreements, and approving and accepting one Warranty Deed, nineteen Owner's Temporary Grading Easements and six Public Utility Easements, in conjunction with the West 1st Street Reconstruction Project.
- n. Resolution approving and authorizing execution of Supplemental Agreement No. 3 to the Standard Consultant Contract with IIW, P.C. for construction engineering services relative to the West 20th Street Bridge Replacement Project.
- o. Resolution approving the partial release of retainage funds to S.M. Hentges & Sons, Inc. for the Dry Run Creek Sanitary Sewer Improvements Project, Phase 2.
- p. Resolution approving and accepting completion of public improvements in Autumn Ridge Eighth Addition.
- q. Resolution approving the Certificate of Completion and accepting the work of Peterson Contractors, Inc. for the Greenhill Road Extension Project.
- r. Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Redeemer Church relative to a post-construction stormwater management plan for 815 Orchard Drive.
- s. Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with FN Investors, LLC relative to a post-construction stormwater management plan for 3019 Venture Way.
- t. Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Cedar Brook Dental Group relative to a post-construction stormwater management plan for 9219 University Avenue.
- u. Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Ice Investments, LLC relative to a post-construction stormwater management plan for 3201 Venture Way.
- v. Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with SCD Real Estate, LLC relative to a post-construction stormwater management plan for 1225 Rail Way.

- w. Resolution approving and authorizing execution of a Professional Service Agreement with AECOM Technical Services, Inc. for engineering services relative to the Downtown 100 Block Alley Reconstruction Project.
 - x. Resolution approving and authorizing execution of an Oxbow Restoration Agreement with The Nature Conservancy relative to the Dry Run Creek Oxbow Restoration Project.
 - y. Resolution approving and authorizing execution of Supplemental Agreement No. 1 to the Professional Service Agreement with Snyder & Associates, Inc. relative to the West 1st Street Reconstruction Project.
 - z. Resolution approving the final plat of Autumn Ridge Eighth Addition.
 - aa. Resolution approving a Highway Corridor and Greenbelt (HCG) Overlay Zoning District site plan for signage on Lot 1 of East Viking Plaza.
 - ab. Resolution approving a Central Business District Overlay Zoning District site plan for façade improvements at 321 Main Street.
 - ac. Resolution approving and authorizing execution of an Offer to Buy Real Estate and Acceptance for 126.07 acres, more or less, of real estate owned by Lois Rieger, John Rieger, Rick Rieger, and Steven Rieger relative to expansion of the West Viking Road Industrial Park.
 - ad. Resolution approving and authorizing execution of a Preconstruction Agreement for Primary Road Project with the Iowa Department of Transportation relative to the West 1st Street Reconstruction Project.
- G. Allow Bills and Payroll.
- H. City Council Referrals.
- I. City Council Updates.
- J. 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.
- K. Public Forum. (Speakers will have one opportunity to speak for up to 5 minutes on topics germane to City business.)
- L. Adjournment.

**CITY HALL
CEDAR FALLS, IOWA, OCTOBER 15, 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.

- 52070 - It was moved by Kruse and seconded by deBuhr that the minutes of the Regular Meeting of October 1, 2018 be approved as presented and ordered of record. Motion carried unanimously.
- 52071 - It was moved by Wieland and seconded by Miller that Ordinance #2932, granting a partial property tax exemption to Standard Distribution Co. for construction of a warehouse addition at 317 Savannah Park Drive, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52072 - It was moved by Blanford and seconded by Green that Ordinance #2933, amending Section 29-107 of the Code of Ordinances by removing property located in the southwest corner of Highway 58 and West Ridgeway Avenue from A-1, Agricultural District, and placing the same in HWY-1, Highway Commercial District, subject to certain conditions, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52073 - It was moved by Darrah and seconded by Green that Ordinance #2934, amending Section 29-107 of the Code of Ordinances by removing property located at the north end of Lakeshore Drive from A-1, Agricultural District, and placing the same in R-1, Residence District, be passed upon its second consideration. Community Services Manager Howard gave a brief explanation and responded to questions by Councilmembers Miller, Kruse and Darrah. Tamie Stahl, 1009 Lakeshore Drive, commented and submitted a petition to postpone consideration until concerns were addressed, and Michelle Buchan, 1226 Lakeview Drive, also expressed concerns. Following a comment by Councilmember Wieland, 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.
- 52074 - It was moved by Wieland and seconded by Green that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file the Committee of the Whole minutes of October 1, 2018 relative to the following items:

- (1) Overman Park Neighborhood Association Presentation.
- (2) North Cedar Neighborhood Association Presentation.
- (3) South Main and Greenhill Corridor Neighborhood Association Presentation.

Item C.

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(4) Bills & Payroll.

Approve the application of Community Main Street (J & M Displays) for a fireworks display permit for November 23, 2018.

Approve the following applications for beer permits and liquor licenses:

- (1) Aldi Inc., 6322 University Avenue, Class C beer & Class B wine - renewal.
- (2) Murphy USA, 518 Brandilynn Boulevard, Class C beer - renewal.
- (3) Hilton Garden Inn, 7213 Nordic Drive, Class B liquor, Class B native wine & outdoor service - renewal.
- (4) SingleSpeed Brewing Co., 128 Main Street, Class C liquor & outdoor service - renewal.
- (5) Blue Room, 201 Main Street, Class C liquor - change in ownership.
- (6) Fareway Store, 214 North Magnolia Drive, Class E liquor - change in ownership.
- (7) Just Dough, 6607 University Avenue, Class B beer - new.

Motion carried unanimously.

52075 - It was moved by Kruse and seconded by Miller that the following resolutions be introduced and adopted:

Resolution #21,293, approving and authorizing execution of an Engagement Letter with The Overture Group, LLC to perform recruitment services relative to the position of City Engineer.

Resolution #21,294, levying a final assessment for costs incurred by the City to mow property located at 804-804 1/2 Seerley Boulevard.

Resolution #21,295, levying a final assessment for costs incurred by the City to mow property located at 216 Iowa Street.

Resolution #21,296, approving and authorizing execution of an Agreement for Lease of Artwork with Dallas Guffey relative to placement of a sculpture in the City right-of-way at 311 Main Street, as requested by the Cedar Falls Public Art Committee and the Art & Culture Board.

Resolution #21,297, approving and accepting a Partial Release of Real Estate Mortgage, a Warranty Deed and a Temporary Easement, in conjunction with the Center Street Recreational Trail Project.

Resolution #21,298, approving and authorizing execution of one Owner Purchase Agreement and two Tenant Purchase Agreements, and approving and accepting one Owner's Temporary Grading Easement for Construction, in conjunction with the West 1st Street Reconstruction Project.

Resolution #21,299, approving and adopting payment standards for the City's Section 8 Rental Assistance Program, to become effective November 1, 2018.

Resolution #21,300, approving and authorizing execution of a Letter of Agreement for asbestos testing and clearance monitoring services with Hawkeye Environmental

relative to the Northern Cedar Falls Flood Buyout Program.

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 #21,293 through #21,300 duly passed and adopted.

- 52076 - It was moved by deBuhr and seconded by Blanford that Resolution #21,301, approving and authorizing execution of an Agreement for Bookkeeping Services with Sturgis Falls Celebration, Inc., be adopted. Following comments by Councilmember Green and response by Finance and Business Operations Director Rodenbeck, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland. Nay: Green. Motion Carried. The Mayor then declared Resolution #21,301 duly passed and adopted.
- 52077 - It was moved by Green and seconded by Darrah that Resolution #21,302, approving and authorizing execution of a First Amendment to Agreement for Animal Services with the Cedar Bend Humane Society relative to pet licensing, 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, Darrah, Wieland, Green. Nay: None. Abstain: Blanford. Motion Carried. The Mayor then declared Resolution #21,302 duly passed and adopted.
- 52078 - It was moved by Darrah and seconded by Miller that Resolution #21,303, approving and authorizing execution of a Memorandum of Understanding with the Teamsters Union, Local No. 238 relative to earning compensatory time, be adopted. Following a question by Councilmember Darrah and response by Public Safety Services Director Olson, 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 #21,303 duly passed and adopted.
- 52079 - It was moved by Kruse and seconded by Green 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.
- 52080 - Public Safety Services Director Olson provided bios for the four public safety officers transferring to the Fire Department.
- 52081 - It was moved by Kruse and seconded by Wieland to adjourn to 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. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

Item C.

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52082 - Tracie Sulentic, 1008 Rocklyn Street, introduced her 13-year old son Joshua and spoke about difficulties and loss since their house fire.

Jeremy Sulentic, 1008 Rocklyn Street, commented on the fire standard operating guidelines and policies.

Jim Cook (former President Cedar Falls Firefighter's Association Local 1366), 804 Lakeshore Drive, commented on why he resigned from the Fire Department.

Jay Stoddard, 228 Maryhill Drive, spoke in support of the Public Safety Officer Program.

Darren Yoder, 4204 Berry Hill Road, spoke in opposition to the Public Safety Officer Program.

At the request of Councilmember Miller, Public Safety Services Director Olson provided information about the Public Safety Officer Program and responded to comments and questions by citizens and Councilmembers Kruse, Green, Darrah and Wieland relative to purpose, requirements and certifications of the public safety officers.

The City Council adjourned to Executive Session at 8:13 P.M.

Mayor Brown reconvened the Council Meeting at 8:44 P.M. and stated that Property Acquisition had been discussed but that no further action was required at this time.

52083 - It was moved by Darrah and seconded by Miller that the meeting be adjourned at 8:45 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk

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

ORDINANCE NO. 2932

AN ORDINANCE ESTABLISHING A PARTIAL PROPERTY TAX EXEMPTION OF THE ACTUAL VALUE ADDED TO REAL ESTATE BY NEW CONSTRUCTION CONSISTING OF A 53,000 SQUARE FOOT INDUSTRIAL USE WAREHOUSE ADDITION CONSTRUCTED ON PROPERTY OWNED BY STANDARD DISTRIBUTION CO., LOCATED AT 317 SAVANNAH PARK ROAD, CEDAR FALLS, IOWA

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has by ordinance provided a partial exemption from property taxation of the actual value added to real estate by certain new construction, as authorized in Section 427B.1, Code of Iowa, with said exemption being provided for in Division 2, Partial Exemptions for Industrial Property, of Article II, Tax Exemptions, of Chapter 25, Taxation, of the Code of Ordinances of the City of Cedar Falls, Iowa; and

WHEREAS, Standard Distribution Co. has completed a 53,000 square foot industrial use warehouse addition on property owned by Standard Distribution Co., located at 317 Savannah Park Road, Cedar Falls, Iowa, and legally described as:

Lots 2 and 3, Cedar Falls Industrial Park Phase VI, City of Cedar Falls, Black Hawk County, Iowa, and Lots 1 and 2, Cedar Falls Industrial Park Phase IX, City of Cedar Falls, Black Hawk County, Iowa;

and has requested a partial property tax exemption as provided in the Iowa Code and the Cedar Falls Code of Ordinances; and

WHEREAS, the City Council conducted a public hearing on the proposal for said exemption on the 1st day of October, 2018, and more than thirty (30) days have elapsed since the date of public hearing, as required by Section 427B.1, Code of Iowa; and

WHEREAS, the City Council deems it appropriate pursuant to state law and city ordinance to grant said exemption.

Item E.1.

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

Section 1. The City Council of the City of Cedar Falls, Iowa, by this Ordinance hereby grants a partial exemption from property taxation of the actual value added to real estate by new construction of a 53,000 square foot industrial use warehouse addition constructed by Standard Distribution Co., on property owned by Standard Distribution Co., located at 317 Savannah Park Road, Cedar Falls, Iowa, and legally described on Exhibit "A" attached hereto, to the extent and upon the terms and conditions provided for in Sections 427B.1 through 427B.7 of the Code of Iowa, and Sections 25-36 through 25-45 of the Code of Ordinances of the City of Cedar Falls, Iowa. Responsibility for the proper and timely filing of an application for exemption with the Black Hawk County Assessor is that of the property owner. The amount of actual value added which is eligible to be exempt from taxation shall be as follows:

1. For the first full assessment year after completion of construction, seventy-five percent (75%).
2. For the second full assessment year after completion of construction, sixty percent (60%).
3. For the third full assessment year after completion of construction, forty-five percent (45%).
4. For the fourth full assessment year after completion of construction, thirty percent (30%).
5. For the fifth full assessment year after completion of construction, fifteen percent (15%).

INTRODUCED: _____ October 1, 2018 _____

1ST CONSIDERATION: _____ October 1, 2018 _____

2ND CONSIDERATION: _____ October 15, 2018 _____

3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

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

ORDINANCE NO. 2933

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

WHEREAS, the applicant, Midland Atlantic Development Company, has requested a rezoning of property located at the southwest corner of the intersection of W Ridgeway Avenue and Highway 58 in Cedar Falls, Iowa from A-1(Agricultural) to HWY-1 (Highway Commercial); and

WHEREAS, the Comprehensive Plan indicates that this property is designated for future commercial use; and

WHEREAS, the Planning and Zoning Commission has reviewed the proposed rezoning and determined that it complies with the Comprehensive Plan provided that it meets conditions addressing the need for sidewalk, street, intersection, and traffic control improvements necessary to provide for safe and efficient pedestrian and traffic control and circulation; and

WHEREAS, Iowa Code Section 414.5 provides that as a part of an ordinance changing land from one zoning district to another zoning district, a city council may impose conditions on a property owner which are in addition to existing regulations, if the additional conditions have been agreed to in writing by the property owner before the public hearing required by Iowa Code Section 414.5, or any adjournment of the hearing, and if the conditions are reasonable, and are imposed to satisfy public needs which are directly caused by the requested change; and

WHEREAS, the owners of the property to be rezoned and applicant have agreed that the property shall be developed in accordance with the terms and conditions of the

Item E.2.

Conditional Zoning Agreement attached hereto to ensure appropriate development in this area of the city.

WHEREAS, the City Council of the City of Cedar Falls, Iowa, finds that, as a condition of the approval of the rezoning request, certain conditions must be imposed on the property owner and on the property which the City Council finds are reasonable and necessary in order to satisfy public needs which would be directly caused by the rezoning of the property as described herein; and

WHEREAS, the City Council of Cedar Falls, Iowa, deems it to be in the best interests of the City of Cedar Falls, Iowa, to approve said rezoning, subject however, to the conditional zoning agreement attached hereto and incorporated herein; and

WHEREAS, the said Section 29-107, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-nine (29), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, provides that the zoning map of the City of Cedar Falls, Iowa, attached thereto, is incorporated into and made a part of said Ordinance;

WHEREAS, notice of public hearing has been published, as provided by law, and such hearing held on the proposed amendment; now, therefore,

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

Section 1. That the following described real estate:

All that part of the East ½ of the Northwest Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly of Highway No. 20 described in 539 LD 76 and 571 LD 973, except those parts conveyed for public highway in 113 LD 199 and 539 LD 85, and also except that part thereof conveyed to the City of Cedar Falls, Iowa, in Doc. No. 2011-00009788.

AND

All that part of the West ½ of the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly and Westerly of Highway No. 20 described in 539 LD 76 and lying Westerly and Southerly of the public highway described in 569 LD 205 and 539 LD 85.

Be and the same is hereby removed from the A-1 Agricultural District and added to the HWY-1 Highway Commercial District, subject however, to the conditions set forth in the conditional zoning agreement attached hereto, and by this reference incorporated herein as fully as though set out word for word in this ordinance, which conditions are hereby imposed upon the property owner, his successors and assigns, and upon the above-described real estate, and shall run with the land.

Section 2. That the zoning map of the City of Cedar Falls, Iowa, be and the same is hereby amended to show the property described in Section 1, above, as now being in the

HWY-1 Highway Commercial District, and the amended map is hereby ordained to be the zoning map of the City of Cedar Falls, Iowa, as amended.

Section 3. That said Section 29-107, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-nine (29), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, be and the same is hereby repealed and hereby re-enacted in the identical language as the same now is, in order that the same shall apply to and include the change hereby made in the zoning map of the City of Cedar Falls, Iowa.

INTRODUCED: _____ October 1, 2018 _____

PASSED 1ST CONSIDERATION: _____ October 1, 2018 _____

PASSED 2ND CONSIDERATION: _____ October 15, 2018 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Conditional Zoning Agreement

This agreement is made between the City of Cedar Falls, Iowa, a municipal corporation (hereinafter "City"), Ronald Henry, Patricia Gordon, and Leigh Anne Cox (hereinafter "Owners"), and Midland Atlantic Development Company, LLC, an Ohio limited liability company (hereinafter "Applicant").

Whereas, Owners are the legal title holders of approximately 50 acres of land within the City located at the southwest corner of W Ridgeway Avenue and Iowa Highway 58; and

Whereas, Owners have entered into a Contract to sell the Property described below to Applicant, which Contract is subject to Applicant securing all City approvals for the development of the Property, including the rezoning of the Property; and

Whereas, the Applicant, with Owners' consent, has requested the rezoning of said land from A-1 (Agricultural) to HWY-1 (Highway Commercial); and

Whereas, the Planning and Zoning Commission has determined that, with appropriate conditions regarding sidewalk, street, intersection, and traffic control improvements necessary to provide for safe and efficient pedestrian and traffic control and circulation, the requested zoning is consistent with the Comprehensive Plan; and

Whereas, Iowa Code §414.5 (2017) provides that the City of Cedar Falls may impose reasonable conditions on granting a rezoning request, in addition to existing regulations, in order to satisfy public needs caused by the requested zoning change; and

Whereas, the Owners and Applicant acknowledge that the requested rezoning will significantly increase vehicular traffic to and from the rezoned area as well as on adjacent public roadways and also lead to additional pedestrian traffic within the rezoned area; and

Whereas, the Owners and Applicant acknowledge that certain conditions and restrictions are reasonable to ensure that the development of the property is consistent with the Comprehensive Plan, including sidewalk, street, intersection, and traffic control improvements to provide for safe and efficient pedestrian and traffic control and circulation, the need for which will be caused by the upzoning of the site from A-1, Agricultural to HWY-1, Highway Commercial; and

Whereas, once Applicant has obtained all City approvals it deems necessary for the development of the Property, Owners shall convey the Property to Applicant, whereupon all obligations, including the obligations set forth in this Agreement, shall become the responsibility of Applicant, not of Owners; and

Whereas, Applicant agrees to develop this property in accordance with the terms and conditions of a Conditional Zoning Agreement.

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Owners are the legal title holders of the property legally described as:

Item E.2.

All that part of the East ½ of the Northwest Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly of Highway No. 20 described in 539 LD 76 and 571 LD 973, except those parts conveyed for public highway in 113 LD 199 and 539 LD 85, and also except that part thereof conveyed to the City of Cedar Falls, Iowa, in Doc. No. 2011-00009788.

AND

All that part of the West ½ of the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly and Westerly of Highway No. 20 described in 539 LD 76 and lying Westerly and Southerly of the public highway described in 569 LD 205 and 539 LD 85.

(hereinafter the "Property")

2. The Owners and Applicant acknowledge that the City wishes to ensure conformance to the principles of the Comprehensive Plan and the HWY-1, Highway Commercial district plan. Further, the parties acknowledge that Iowa Code §414.5 (2017) provides that the City of Cedar Falls may impose reasonable conditions on granting a rezoning request, in addition to the existing regulations, in order to satisfy public needs caused by the requested change.
3. In consideration of the City's rezoning of the Property, Owners and Applicant agree that development of the Property will conform to all other requirements of the zoning chapter of the City's Code of Ordinances, as well as the following conditions:
 - a. All street, intersection, traffic control improvements and any additional right-of-way necessary to provide for safe and efficient traffic control and circulation to serve the long term needs of the subject development at full build out of the Property without causing undue traffic circulation and congestion problems along the adjacent public street corridors must be dedicated, constructed, and accepted prior to issuance of an occupancy permit for any portion of development on the Property. Further, these improvements shall be specified and delineated in a developmental agreement between the Applicant or the then-owner of the property and the City prior to approval of the first site plan for development of the property.
 - b. The area shown as "Future R/W (right-of-way)" on the concept site plan attached as Exhibit A shall remain as open space and shall not be developed with any structures, fences, buildings, hard surfacing, driveways or sidewalks. The parties acknowledge that there is value to the "Future R/W (right-of-way)" area. In the event the Iowa Department of Transportation (DOT) abandons plans to utilize the "Future R/W (right-of-way)" area, Applicant shall have the right to petition the City for an amendment to this agreement to allow development of the "Future R/W (right-of-way)" area. Further, this Section does not constitute a "taking," or Applicant's consent to any such taking. The Section does not waive Applicant's rights to due process and compensation by the Iowa DOT, or other parties, in the event the "Future R/W (right-of-way)" area is acquired by eminent domain or other means.
 - c. If and when the abutting property to the west of the subject Property ever redevelops with commercial uses, a 20-foot wide cross-access drive shall be constructed by Applicant, or the then-owner of the Property, at its expense within a 30-foot wide

cross-access easement. Said easement shall be established with the first site plan approved on the Property. If Applicant, or the then-owner of the Property, does not construct the 20-foot wide cross-access drive, within the earlier of (i) 180 days of notice from the City, or (ii) the date upon which a Certificate of Occupancy is granted for the abutting property, the City may cause such cross-access drive to be constructed, and the City may then assess the Applicant, or the then-owner of the Property, for the cost of such construction, and the cost of such construction shall be a lien on the Property to be collected in the same manner as property taxes.

- d. A 5-foot wide sidewalk shall be installed along the entire frontage of the Property that abuts W. Ridgeway Avenue. The City will work with the Applicant to determine the best location for the easternmost sidewalk segment to provide for safe pedestrian access to the corner of W. Ridgeway Avenue and Highway 58. The installation of the sidewalk shall be completed by the Applicant, or then-owner at its expense, prior to issuance of an occupancy permit for the first building constructed on the development site.
 - e. Sidewalks shall be installed throughout the interior of the Property to provide a continuous sidewalk network between all the commercial buildings on the Property. A sidewalk network plan shall be submitted with the application for the first site plan. Sidewalks may be installed in phases that correspond to phases of construction of each building site with sidewalks completed prior to issuance of an occupancy permit for each building site. Connecting sidewalks between building sites shall be installed as development occurs so pedestrian routes are present between buildings prior to issuance of occupancy permits.
4. The City and Applicant acknowledge and agree that upon conveyance of title to the Property by Owners to Applicant, pursuant to the Contract of sale between Owners and Applicant, all legal obligations that are imposed upon Owners by the terms of this Conditional Zoning Agreement, shall become the sole legal responsibility and obligation of Applicant, or the then-owner of the Property, and Owners shall be released from any and all such obligations.
 5. The Owners, Applicant and City acknowledge that the conditions contained herein are reasonable conditions to impose on the land under Iowa Code §414.5 (2017), and that said conditions satisfy public needs that are caused by the requested zoning change.
 6. The Owners, Applicant and City acknowledge that in the event the Property is transferred, sold, redeveloped, or subdivided, all redevelopment will conform with the terms of this Conditional Zoning Agreement.
 7. The parties acknowledge that this Conditional Zoning Agreement shall be deemed to be a covenant running with the land and with title to the land, and shall remain in full force and effect as a covenant with title to the land, unless or until released of record by the City of Cedar Falls.
 8. The parties further acknowledge that, except as provided for in Paragraph 4 of this Agreement, this agreement shall inure to the benefit of and bind all successors, representatives, and assigns of the parties, including, but not limited to, the "then-owner" referred to herein.

Item E.2.

- 9. The Owners and Applicant acknowledge that nothing in this Conditional Zoning Agreement shall be construed to relieve the Owners or Applicant from complying with all other applicable local, state, and federal laws and regulations.
- 10. The parties agree that this Conditional Zoning Agreement shall be incorporated by reference into the ordinance rezoning the Property, and that upon adoption and publication of the ordinance, this agreement shall be recorded in the Black Hawk County Recorder's Office at the Applicant's expense.

Dated this ____ day of _____, 2018.

City of Cedar Falls

James P. Brown, Mayor

 By: John Silverman, Executive Manager
 Midland Atlantic Development
 Company, LLC, Applicant

Attest:

Jacqueline Danielsen, MMC, City Clerk

Approved by:

 City Attorney's Office

City Of Cedar Falls Acknowledgement:

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

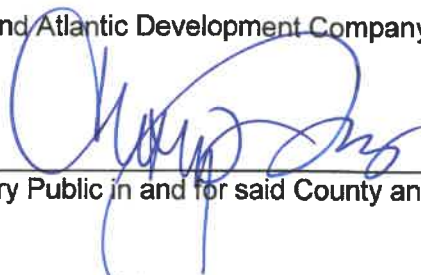
This instrument was acknowledged before me on the ____ day of _____, 20__ by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls.

 Notary Public in and for the State of Iowa

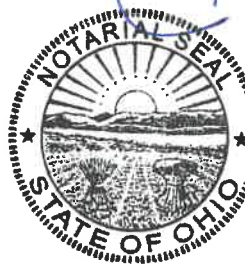
Corporate Acknowledgement:

STATE OF Ohio)
COUNTY OF Hamilton) ss:

This instrument was acknowledged before me on the 25th day of September, 2018
by John Silverman as Executive Manager of Midland Atlantic Development Company, LLC.



Notary Public in and for said County and State



CATHY L. SPARKS
Notary Public, State of Ohio
My Commission Expires 07-30-2023

Item E.2.

Ronald Henry
By: Ronald Henry, Owner

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

This record was acknowledged before me on the 21st day of September, 2018, by Ronald Henry.



Mary Ann Miller
Notary Public in and for the State of Iowa

My commission expires: May 11, 2019

Patricia Gordon

By: Patricia Gordon, Owner

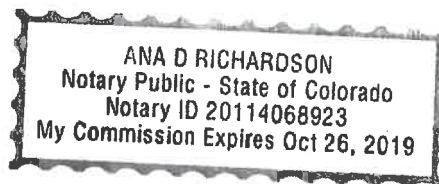
STATE OF COLORADO)
)ss:
COUNTY OF Jefferson)

This record was acknowledged before me on the 19th day of September, 2018, by Patricia Gordon.

A Richardson

Notary Public in and for the State of Colorado

My commission expires: 10/26/19



Item E.2.

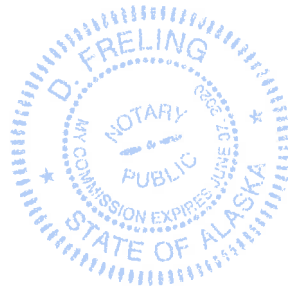
Leigh Anne Cox
By: Leigh Anne Cox, Owner

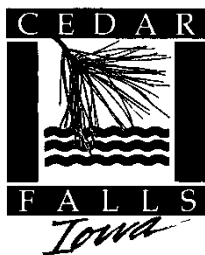
STATE OF ALASKA)
)ss:
COUNTY OF FNSB)

This record was acknowledged before me on the 18th day of September, 2018, by Leigh Anne Cox.

D. Freling
Notary Public in and for the State of Alaska

My commission expires: 06-07-2020





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: November 1, 2018
SUBJECT: Fleet Farm Retail and Convenience Store Site Plan Review

REQUEST: Site plan approval for a new Fleet Farm retail store and convenience store.
PETITIONER: Midland Atlantic Development Company, LLC, Buyer; Bayer Becker, Engineer
LOCATION: Southwest corner of Highway 58 and West Ridgeway Avenue

PROPOSAL

The applicant, Midland Atlantic Development Company, proposes to construct a new 257,000 square foot Fleet Farm retail store with yard area, along with a new Fleet Farm convenience store on approximately 49 acres of land located at the southwest corner of Highway 58 and W Ridgeway Avenue. Three future retail buildings totaling 55,000 square feet are also shown on the site plan just to the north of the retail building, but are not part of this site plan review request. Also, the overall development plan shows additional buildable area along the east side of the property, which is not part of this site plan review and will need to come back before the Planning & Zoning Commission in the future for approval.



Proposed Development Site

BACKGROUND

The applicant has an agreement to purchase the property, and is currently requesting to rezone it from Agricultural to Commercial in order to develop it into the intended commercial use. This report will focus on the Fleet Farm retail store and convenience store only, along with the site development elements of this project.

Item E.3.

ANALYSIS

Please note that for purposes of this analysis, staff is assuming that the property is zoned HWY-1, Highway Commercial District. City Council approved the first reading of a conditional rezoning of this property from A-1 Agricultural to HWY-1 Highway Commercial on October 1, 2018, and the third and final reading of the rezoning ordinance is scheduled to be presented to City Council on November 5, 2018. As you may recall, the rezoning is subject to certain conditions that are included in a conditional zoning agreement, as summarized below:

1. All street, intersection, traffic control improvements and any additional right-of-way necessary to provide for safe and efficient traffic control and circulation to serve the long term needs of the subject development at full build out of the Property without causing undue traffic circulation and congestion problems along the adjacent public street corridors must be dedicated, constructed, and accepted prior to issuance of an occupancy permit for any portion of development on the Property. Further, these improvements shall be specified and delineated in a developmental agreement between the Applicant or the then-owner of the property and the City prior to approval of the first site plan for development of the property;
2. The area shown as "Future R/W (right-of-way)" on the concept site plan shall remain as open space and shall not be developed with any structures, fences, buildings, hard surfacing, driveways or sidewalks;
3. If and when the property to the west ever redevelops with commercial uses, a 20-foot wide cross-access drive shall be constructed by the property owner at their expense within a 30-foot wide cross-access easement that will be established at the time of site plan approval. The exact location of the easement will be determined with the site plan;
4. A 5-foot wide sidewalk shall be installed along the entire frontage of the property along W. Ridgeway Avenue. The City will work with the developer to determine the best location for the easternmost sidewalk segment to avoid the wetland and provide for safe pedestrian access to the corner of Ridgeway and Hwy 58. The installation of the sidewalk shall be completed prior to issuance of an occupancy permit for the first building constructed on the development site;
5. Sidewalks shall be installed throughout the interior of the development site to provide a continuous sidewalk network between all the commercial buildings on the site. A sidewalk network plan shall be required at the time of site plan review.

The HWY-1 district is intended to promote general service commercial uses intended to serve a broader market area (i.e. city-wide or regional customer base). The property is also located within the Highway 20 Overlay Zoning District, which provides enhanced development guidelines for commercial uses located within this corridor. The ordinance requires detailed site plan review prior to approval in order to ensure that the development site satisfies a number of basic aesthetic standards. Attention to details such as parking, open green space, landscaping, signage, building design and other similar factors help to ensure orderly development in the entire area. Following is a review of the zoning ordinance requirements:

- 1) Use: A big box retail store and convenience store can have a regional customer base, thus fitting within the permitted uses of the HWY-1 District. Such a use is also allowed within the Highway 20 Overlay Zoning District. **Use is allowed.**
- 2) Setbacks: 20-ft. setbacks are required along the edge of the district and along any internal streets/principal access ways. These areas must be landscaped. Open space and landscaping is shown on the plan within these areas. Both the retail store and convenience store meet the setback requirements. **Building setbacks are satisfied.**
- 3) Parking/Access:
 - a. **Parking** - For retail stores over 2,000 square feet in size, it is required to provide 4.5 parking spaces for each 1,000 square feet of gross floor area. A convenience store is required to provide 1 parking space for every 100 square feet of retail floor space. Based on the gross floor area, the big box retail store will be required to provide 750 parking spaces, and the convenience store will be required to provide 24 parking spaces, for a total of 774 spaces. 1,096 parking spaces are shown on the submitted site plan, which far exceeds the requirements for the buildings included with this site plan review. The additional parking spaces are being constructed in anticipation of providing for the additional parking needs of the future retail buildings and other buildable areas on the site, which are not being reviewed with this application.
 - b. **Cross Access** – One of the conditions in the conditional zoning agreement is that when the property to the west ever redevelops with commercial uses, a cross-access drive shall be constructed by the property owner at their expense within a 30-foot wide cross-access easement. The exact location of the easement is to be shown on the site plan. The site plan does show a 30-foot wide cross access easement located just to the north of the retail building, and this easement will need to be recorded at the time of site plan approval. This drive will not need to be constructed, unless and until the property to the west redevelops.
 - c. **Reserved area for future improvements to the interchange of Highway 20 and Highway 58** – Another condition in the conditional zoning agreement is that the site plan reserve an area for future right-of-way and that the area shall remain as open space and shall not be developed with any structures, fences, buildings, hard surfacing, driveways or sidewalks. This reserved open space is shown on the site plan, so this condition has been addressed. When the land is platted this area should be included as an outlot with the purpose clearly stated. If in the future the IDOT determines that this land is not needed for improvements to the highway interchange, development of the land for commercial purposes could be considered under the zoning standards in place at that time.
 - d. **Street Access** - The property currently has one farm access driveway off W Ridgeway Avenue. Although this property has frontage along both Highway 58 and US Highway 20, no access will be allowed from those frontages. The site plan shows two new access points to the site: one across from Nordic Drive, and one across from a shared drive that serves two residential dwellings along the north side of W Ridgeway Avenue.

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In order to determine the improvements to the public roadways necessary to support the development of this property, the City required the applicant to conduct a traffic study. The traffic study was originally submitted to the City on July 23, 2018, and a review of the study was completed by City staff and by City-hired peer review. It was determined that certain corrections needed to be made to the study to adequately address future traffic impacts, including assessment of a number of alternative options for access at the proposed main entrance and at Nordic Drive.

On October 1, 2018, the applicant submitted a revised traffic study to the City. City staff has reviewed the latest traffic study submitted by Bayer Becker, a copy of which is included in the submittal materials. The study has also been peer reviewed by a traffic engineering consultant hired by the City. There is a memo from the City Engineer outlining the City's assessment of the traffic study and the City staff's recommended roadway improvements necessary to accommodate the traffic generated by the proposed development, while balancing the needs of adjacent property owners and businesses in the area. The developer's traffic engineer has also submitted a revised concept plan for the roadway improvements, which is included in the submittal materials.

Staff recommends that a roundabout be installed on Ridgeway Avenue at the intersection of Driveway #1 (main drive into the Midland development). Since Nordic Drive currently serves as the primary access for a considerable number of businesses, City staff finds that it is in the best interests of all parties to keep Nordic Drive full access by installing a traffic signal at the intersection of Nordic Drive and Ridgeway Avenue, which is opposite the proposed Midland Driveway #2. Additional improvements will also be necessary at the intersection of Ridgeway Avenue and Highway 58. The Iowa DOT is currently considering plans for improvements to this intersection, with a tentative timeline for construction by 2023. They are in the early planning stages, so details are not yet available. Due to physical constraints at this intersection, including the location of large culverts and wetlands in the ditches, the developer and City have proposed phasing the improvements. Staff finds that it is reasonable to phase the improvements as follows:

- Phase I: The Phase I Roadway Improvements shall generally include:
 - Construction of the roundabout at Driveway #1 (main drive)
 - Construction of a signalized intersection on Ridgeway at Nordic Drive/Driveway #2. A temporary signal may be installed until this intersection is reconstructed along with the Phase 2 improvements.
 - These improvements include a 5-foot wide sidewalk to be installed along W. Ridgeway Avenue from the west property line to the intersection of Ridgeway and Nordic/Drive #2, with crosswalks at this intersection and at the roundabout.

- Phase II: The Phase II Roadway Improvements shall generally include:
 - Any necessary upgrades to the traffic signals at the intersection of W. Ridgeway Avenue and Highway 58.
 - Install dual left turn lanes along eastbound W. Ridgeway Avenue.
 - Install dual left turn lanes along Northbound Highway 58.

- Install dual left turn lanes along westbound W. Ridgeway Avenue at Nordic Drive.
 - Install right turn lane along eastbound W. Ridgeway Avenue.
 - Install right turn lane along westbound W. Ridgeway Avenue at Nordic Drive.
 - Install any retaining walls necessary to support the roadway improvements and the required public sidewalk.
 - Reconstruct culverts, as necessary.
- **Development Agreement:** Details of the exact geometry of the roadway improvements, location of turn lanes, crosswalks and sidewalk locations have yet to be fully designed. A Development Agreement has been agreed upon between the City and Developer, which spells out the general nature of the traffic improvements, timing of the improvements, and cost share.
 - **Concerns with future traffic circulation:** As described in more detail by the City Engineer, the traffic study indicates that in the long term as the area builds out and traffic volumes increase, the traffic circulation in this area will deteriorate, particularly at peak times. Additional changes will likely be needed in the corridor in the future to address these situations. However, staff finds that the roadway improvements outlined above are the best option at this time to balance the interests of existing business and accommodate new development in the corridor.
- **The submitted plan for parking satisfies City requirements.**
 - **The plan for cross access meets the requirements of the conditional zoning agreement, provided an easement is recorded.**
 - **The submitted site plan does not show any development in the area required to be reserved for potential future IDOT improvements at the interchange of Hwy 20 and Hwy 58, so meets the requirement of the conditional zoning agreement.**
 - **The plan for street access and associated roadway improvements has been reviewed. The staff recommendation regarding the public improvements necessary to support the proposed development is outlined above and in the City Engineer’s attached memo. Once these improvements are installed, staff finds that access can safely be provided to serve this development.**

4) **Open Green Space:** This property is located within the Highway 20 Commercial Corridor Overlay Zoning District. This overlay district requires that open green space/landscape area be provided at the rate of 15% of the development site. Following is a summary from the landscape plan that details how this provision is met.

Development Site	36.56 Acres	
Required Open/Green Space	5.48 Acres	15%
Provided Open/Green Space	12.11 Acres	33%

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Landscaping is shown throughout the site, both around the buildings as well as within the parking lot and along the street frontages. A protected wetland is located along the frontage of the property along both Ridgeway and along Highway 58. Some disturbance of the wetland area will be necessary to provide access to the site and these wetland impacts will have to be mitigated. The applicant has indicated that they plan to purchase wetland bank credits to satisfy U.S. Army Corp of Engineers mitigation requirements. The applicant has received approval of a permit based on their mitigation plan. However, if additional disturbance of the wetlands is necessary due to recommended roadway improvements, it may be necessary to seek additional federal approvals.

The open green space exceeds the minimum requirement and is well distributed.

- 5) Landscaping: The Highway 20 Commercial Corridor Overlay Zoning District requires landscaping at the rate of 0.02 points per sq. ft. of total development site area. Following are the requirements for the retail and convenience store sites and what is proposed.

<i>Description</i>	<i>Required</i>	<i>Proposed</i>
Development Lot 1,592,554 * .02	27,076 pts.	38,295 pts.
Parking lot trees 1,096/15 = 73 trees @ 80 pts.	5,840 pts.	15,580 pts.
Street Tree Planting (.75 points per linear foot)	2,784 pts.	2,880 pts.
	<hr/> 35,700 pts	<hr/> 56,755 pts

As detailed in the table, trees are required in the vehicular use area at the rate of one tree per 15 parking spaces. With a total buildout of 1,096 parking spaces, 73 trees would be required. The landscape plan shows a total of 79 trees, which would meet the requirement.

In addition to parking lot trees, there are trees and shrubs located along the perimeter of the parking areas, as well as trees located along the street frontages. In total, there will be 319 overstory trees, 27 understory trees, 195 evergreen trees and over 500 shrubs planted on the site. **Landscaping requirements are met.**

- 6) Sidewalks/Recreational Accommodations:

Public sidewalks - Whenever a new development is proposed, City Code requires the developer to install a sidewalk along the entire street frontage of the property. On this particular property, there is no sidewalk currently located along W Ridgeway Avenue. However, there is a recreational trail located along the north side of W. Ridgeway Avenue at Nordic Drive, and along the south side of W Ridgeway Avenue east of Highway 58. Adding a sidewalk section in front of this development will connect the two trail networks, which in turn benefits the community as a whole.

There are some challenges to installing the sidewalk along the entire street frontage, as there is a drainage way and wetland in the ditch located along W Ridgeway Avenue. The City will work with the developer to determine how best to provide a sidewalk in this location. As noted in the "street access" section above and in their latest concept

drawings, the developer is proposing to install the sidewalk along the south side of Ridgeway with a 10-foot landscaped parkway between the sidewalk and the curb to buffer the pedestrian/bicyclists from the arterial street traffic, as recommended by City staff. If additional right-of-way is needed to accommodate the sidewalk and the 10-foot parkway, it will need to be dedicated to the City. It is reasonable to allow the construction of the easternmost segment between Drive #2 and the intersection of Highway 58 to be installed coincident with the Phase II Roadway Improvements or in connection with IDOT improvements at the intersection of Highway 58 and Ridgeway tentatively planned for 2023. The City is open to other options for location of this sidewalk connection, provided it is designed to provide a safe route across Highway 58 to connect with the regional trail east of the intersection.

Sidewalk connections on the private development site - Since this large property includes a number of separate buildings sites with the drives providing circulation similar to a street network, one of the conditions of the rezoning is that sidewalks be installed throughout the interior of the development site to provide a continuous sidewalk network between all the commercial buildings on the site. Five-foot wide sidewalks are shown throughout the interior of the site to provide pedestrian connections to each of the buildings and future outlots on the site. This will allow customers to park once and walk safely between multiple businesses during their visit.

Interior sidewalk plan is acceptable. Staff recommends that a sidewalk be installed along the entire frontage of the development site along Ridgeway Avenue to its intersection with Highway 58. A minimum 10-foot landscaped parkway should be provided between the sidewalk and the street curb. If any additional ROW is needed to accommodate these improvements, it must be dedicated to the City by the Developer. The timing of the installation of the sidewalk and other roadway improvements will be detailed in a development agreement approved by the City Council prior to approval of the site plan.

- 7) Building Design: The HWY-1, Highway Commercial District, states that all structures established within the district shall be reviewed for architectural compatibility with surrounding structures. Below is a review on the elements that are to be addressed.

Proportion: The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.

The scale and proportion of the new retail building and convenience store will be similar to the existing businesses located nearby.

There are several hotels nearby with heights varying between two and four stories, with several commercial and industrial buildings in the area that are one story in height. Both the retail store and convenience store will be one story in height. The size of the retail store (185,000 square feet) is larger than most buildings in this area, however because it is on a very large site, the size would not appear to be out of character for the area.

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Roof shape, pitch, and direction: The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.

The design of the both the retail store and convenience store incorporates a flat roof with a parapet wall. The Kwik Star convenience store directly to the north utilizes a similar roof design, while the nearby hotels use a gable roof design. Nearby industrial buildings located within the industrial park utilize a similar flat roof design as well, so this roof design will not be out of character with the area.

Pattern: Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.

The retail building was designed with textured precast concrete panels in two different tones of gray and with different patterns etched into them to provide some visual interest to the long building walls. This pattern carries through the entirety of the building. The convenience store was similarly designed with the textured concrete precast panels in the two different tones of gray, in order to give it a similar look to the large retail building. The primary façade of the big box store has alternating pattern of window and main entrance features that provide views and openings into the building. These are alternated with the precast concrete panels, separate modules of phenolic panels, some with an aged cedar wood appearance and some in Fleet Farm Orange. Decorative metal awnings also help to visually break up the long facades. The rear and sides of the store will feature mainly the precast concrete panels, along with several overhead doors and service doors. The south side of the building will also feature an auto repair area. There are no façade variations along the rear and sides of the building, however these areas will not be highly visible to neighboring properties to the west because of a large landscaped berm that will be located along the western property line, or the public right-of-way to the south due to the location of future retail buildings and the large amount of trees that will remain along the drainage way at the north end of the property.

The primary façade of the convenience store faces west into the development site and has an alternating pattern of windows, two types of textured precast concrete panels, and Fleet Farm Orange phenolic panels. These features provide a visually pleasing main entrance into the building. The other sides of the building do not have windows due to the location of the attached car wash and the large cooler areas within the convenience store. These facades are patterned with the two types of textured precast concrete panels, in

addition to the Fleet Farm Orange phenolic paneling which rises above the main roof line to give the building a more varied roofline.

Concerns were noted by staff at the Planning and Zoning Commission meeting on October 10, 2018 that the street-facing facades of the convenience store are largely blank facades with no window openings. This does not make for a very attractive feature at the corner of this development at a major entranceway into the community. The Planning & Zoning Commission also expressed this concern. The architect for the development submitted new elevation drawings (attached) showing a metal trellis/canopy structure installed over the doorways along the façade that faces Ridgeway Avenue, which was reviewed at the October 24, 2018 Planning & Zoning Commission meeting. Staff and the Planning & Zoning Commission found that this is an acceptable solution to enhance the façade. Extensive landscaping a setback area located along the Highway 58 frontage will screen and soften the view of the east-facing façade.

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.

Textured precast concrete panels in several different gray tones, phenolic panels in Fleet Farm Orange and aged cedar wood, perforated metal paneling and glass are the exterior materials that will be found on both the retail store and convenience store.

The front of the retail store will feature the two tones of textured concrete precast panels, as well as a white metal perforated panel with the company's name and logo located above the main entrance. Phenolic panels in an aged cedar wood color will be installed just to the south of the main entrance to give it a more modern look and feel. Also, at the northeast corner of the building will be Fleet Farm Orange phenolic paneling that wraps around the corner of the building and will feature the company logo. The retail store will also feature a yard area at the south end of the building, which will be surrounding by a 16' tall wood fence at the south side and an 8' tall metal/slatted chain link fence on the east and west sides. Staff notes that the wood fence should be stained or painted to provide a more finished look visible from Highway 20 and to prevent deterioration. The south side of the store will feature an auto repair area, so several large overhead doors will be located on this side.

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The convenience store will also feature the two tones of textured precast concrete panels, as well as the Fleet Farm Orange phenolic paneling located along portions of all four sides of the building.

Color: The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.

Many of the existing buildings in this area utilize a neutral color exterior, which include brown, tan, and cream. Some buildings also utilize red or gray tones as well. The retail store and convenience store will include two shades of gray in the textured precast concrete panels, with areas of the signature Fleet Farm Orange highlighted on several areas of the buildings. Staff feels that the amount of the orange that is incorporated into the two buildings does not take away from the overall look of the development and provides additional visual interest to the facades.

Architectural features: Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.

Architectural features of the retail store include two large curtain walls of windows on the front of the building, along with the raised perforated metal panel located above the main entrance. The convenience store will have typical storefront windows located on the west-facing façade and as noted above will include a metal canopy/trellis structure extending over the doorways along the north façade facing toward Ridgeway Avenue. The design incorporates the Fleet Farm Orange phenolic panels to provide contrast from the gray textured concrete precast panels.

Overall, the design of the retail store and convenience store is architecturally compatible with other buildings in the surrounding area.

- 8) Trash Dumpster Site: A trash compactor will be located within the Fleet Farm building near the truck loading docks at the southwest corner of the building. Also, a trash dumpster enclosure is located at the north end of the convenience store parking lot. This enclosure will be constructed with textured precast concrete, with a color matching gate. The color of the enclosure will match the color of the convenience store building. **Dumpster enclosure plan is acceptable.**
- 9) Lighting Plan: The HWY-1 District regulations do not have specific lighting design guidelines. The site plan shows the location of light poles and all wall lights throughout the site. The parking lot lights will be



mounted atop 38' tall light poles and will include a single head fixture. These fixtures will be housed in a die-cast aluminum housing with LED lights. Also, wall mounted lights will be located on the walls of the building in various locations, and surface mounted downlights will be located under the petroleum canopy.

Lighting plan is acceptable.

- 10) Signage: Three (3) monument signs are illustrated on the site plan in different locations on the property. The main sign (as shown to the right), located near the south end of the property along U.S. Highway 20, will be 25 feet in height and 200 square feet in area. The sign will sit on a stone veneer base that matches the color of the building. Below the sign lettering will be an LED reader board for messaging.



Two smaller 15' tall signs will be located near the corner of Highway 58 and W Ridgeway Avenue and near the eastern entrance to the property along W Ridgeway Avenue. One of the signs will be 150 square feet in area and the other will be 118.6 square feet in area. These signs will also have a stone veneer base that matches the color of the building, but will not have an LED reader board.

It should be noted that the property is located within the Highway 20 Commercial Corridor Overlay Zoning District. The signage requirements in this district state that one freestanding sign may be allowed that does not exceed 25 feet in height and 200 square feet in area. The main monument sign would meet those requirements. The ordinance goes on to state that smaller monument signs, measuring no more than 15 feet in height and 150 square feet in area, are permitted, with a maximum of two such signs per parcel. The two additional signs on the property would meet these requirements as well.

The proposed wall signs appear to be well within the District limitations of no larger than 20% of the wall area to which the wall sign is attached. However, this will be reviewed in detail at the time a sign permit is requested. **Signage plan is acceptable, subject to detailed review with a sign permit.**

- 11) Storm Water Management: A total of three (3) storm water detention basins will be located on the property to collect the storm water runoff from the site. Basin #1 as shown on the plan will be located within the main parking lot area, east of the future retail buildings. This basin will collect water from a majority of the development site. The water from this basin will be released at a controlled rate via a pipe into Basin #2. Basin #2 as shown on the plan will be located just west of the convenience store and north of the main parking lot. This basin will collect water from the convenience store, and also the water from Basin #1. The water will then be released at a controlled rate into the drainage way and wetland located along the north side of the property along W Ridgeway Avenue. Basin #3 as shown on the plan will collect water from the remaining southern half of the development. The water will then be released at a controlled rate into the drainage ditch to the east

Item E.3.

along Highway 58. **The Engineering Department has reviewed the stormwater management plan and finds it acceptable. Note that stormwater facility easements will need to be legally described and recorded.**

TECHNICAL COMMENTS

Since the property has not been platted, all easements shown on the site plan will need to be legally described and recorded prior to issuance of a building permit. In addition, any additional ROW along the boundaries of the development site that is necessary to accommodate the agreed upon roadway and sidewalk improvements must be dedicated to the City prior to issuance of a building permit.

Several technical comments were made by Cedar Falls Utilities staff regarding utility locations, and the Engineering Division has made technical comments regarding sanitary sewer and storm water facilities. These comments were sent to the developer to be addressed. A revised site plan showing the required corrections as noted by City and CFU staff has been submitted by the applicant.

Water, electric, gas, and communications utility services are available to the site in accordance with the service policies of Cedar Falls Utilities. The property owner/contractor is responsible to extend all utility services to the building. These utility extensions will be reviewed by CFU personnel as part of the building plan review.

STAFF RECOMMENDATION

At the Planning & Zoning Commission meeting held on October 24, 2018, staff recommended approval of the site plan, subject to the technical corrections noted in the Technical Comments section above, and also subject to approval of a development agreement by City Council that details the public improvements necessary along adjacent public roadways to safely and efficiently accommodate the traffic generated by the proposed development at full build out and outlining the timeline and responsibility for construction of these improvements. These improvements include construction of a roundabout on Ridgeway Avenue at the intersection of Development Drive #1, construction of a signalized intersection at the intersection of Ridgeway Avenue and Development Drive #2/Nordic Drive, and additional turn lanes and improvements noted at the Intersection of Highway 58 and Ridgeway Avenue, a public sidewalk constructed along the entire frontage of the property along Ridgeway Avenue with a 10-foot landscaped parkway and all associated crosswalks and pedestrian signals necessary to provide for safe pedestrian and bicycle movement through and across these intersections. The Planning & Zoning Commission did unanimously recommend approval of the site plan as well, subject to the staff noted items listed above.

The technical comments that were noted by staff in the Technical Comments section have been addressed by the developer and have been approved by the City. Also, a development agreement between the developer and the City has been drafted and terms agreed upon by both parties. The agreement is under legal review with the Developer and the City, anticipated to be on the November 19, 2018 Council agenda. It includes the specific roadway improvements indicated above, as well as the timeline of the improvements and cost share. Therefore, the Community Development Department recommends approval of the HWY-1 District Site Plan for the proposed use, subject to approval of the Development Agreement.

PLANNING & ZONING COMMISSION

Discussion 10/10/2018 Chair Oberle introduced the item and Mr. Graham provided background information. He explained that the property is located at the southwest corner of Highway 58 and West Ridgeway Avenue and was brought before the Commission for rezoning recently. He also showed renderings of the proposed site that included the layout of the proposed buildings, parking, wetland and detention basins, etc. Mr. Graham provided another drawing that showed the full property buildout, as well as aerial photos of the area. He discussed the landscaping plan, open space, signage plan and stormwater management plan requirements, noting that they have all been met. The proposed building design and materials were presented, as well as the conditional zoning agreement items that have not yet been provided.

The Developer has proposed public roadway improvements along W Ridgeway Avenue that may impact the surrounding area, so a public informational meeting was held Monday, October 8 with surrounding property owners and the applicant and city staff to discuss the proposed roadway improvements. Mr. Graham indicated that the proposed improvements shown by the developer on the site plan may not be the final design, as the City is still reviewing the traffic impact study. Final design of the roadway should be complete by the next P&Z Commission meeting on October 24th. Nicole Chimento of Midland Atlantic (developer) spoke to the changes and the feedback received from the public information meeting, provided background on Fleet Farm, and gave introductions to the team working on the project.

Mr. Holst asked about the design changes to the side of the convenience store that faces Ridgeway Avenue. Jennifer Buck with RSB Architects stated that they are looking at adding some articulation to the façade that will tie into the main store to add depth and character to that side.

Ms. Saul asked what is preventing the sidewalk from being moved further south. Mr. Graham explained that there is a ditch that deters it but that there is discussion of other options for the sidewalk. Ms. Saul asked if there is a reason the sidewalk needs to extend so far. Mr. Graham noted that staff recommends that there be a sidewalk connection provided in this location to tie into trail located east of the intersection of Ridgeway and Highway 58. Ms. Howard also noted that the area is transitioning from a rural area with agricultural use and ditches along the roadway to urban development where street and sidewalk improvements are needed to support the development. Mr. Arntson noted his concern with pedestrian and bicycle safety and the importance of providing connections to the community's trail network.

Mr. Holst reiterated his concern with the design of the site as an entranceway to the City. Ms. Saul stated that she likes the additional landscaping that has been added. Mr. Hartley asked if the gas station will be geared toward automobiles or if it will be a truck stop. The developer responded that it will not be a truck stop.

Mr. Arntson asked about the phasing plan and what order the work will be done. Mr. Graham stated that there is still discussion as to whether the construction of

Item E.3.

the roadway can be phased or not. The retail store and convenience store are the buildings that are being proposed at this time as the first phase.

Vote
10/24/2018

Chair Oberle introduced the item and Mr. Graham provided background information. He explained that the proposal was brought before the Commission on October 10 for introduction and comment. The site plan displays a main retail store along the west side of the property with three future retail stores to the north and a convenience store at the northeast corner of the property and two buildable lots south of the convenience store. He also displayed aerial renderings of the property, landscaping, open space, signage, stormwater management and building design plans, noting that all requirements are met.

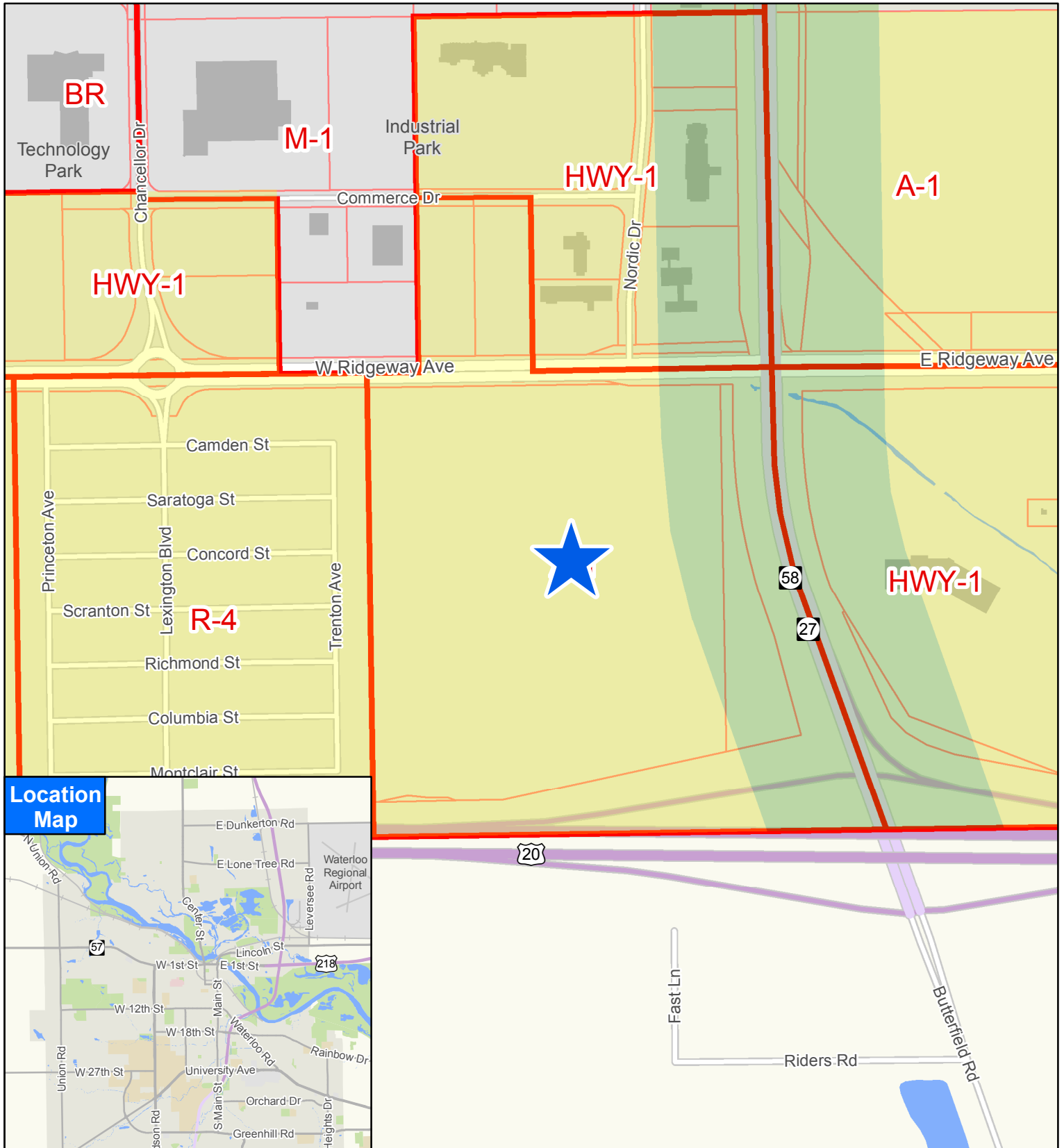
Mr. Graham showed the proposed roadway improvements at full build out and stated that staff is working with the developer to create phasing for these improvements. He discussed the current staff recommendations and stated that staff recommends approval at this time.

Nicole Chimento, Midland Atlantic, 8044 Montgomery Road, Cincinnati, Ohio, came forward to explain that they have submitted updates and hope the Commission likes it. Mr. Holst asked about the roadway and sidewalk as it feels it is still up in the air. Ms. Howard noted that Jon Resler, City Engineer, was also present for any questions that may arise. Mr. Holst asked Mr. Resler about traffic backup and any potential problems. Mr. Resler explained that this is a difficult situation as there is not an option to move Nordic Drive further from Highway 58. The Engineering Division has worked with the developer to accommodate the potential issues and the proposed solution should work for a significant amount of time. A roundabout at Drive 1 and a traffic signal at Drive 2 are currently proposed. The traffic signal would be a temporary initially and additional work would be done in the future to widen an added turn lane. In 2022 the DOT has plans to make improvements to Highway 58 that will work together with the City's work to solve many of the long-term problems. The rate of development in the area and the DOT's interchange concept will also play a part in the how the proposed solution will work.

Ms. Howard noted that a public meeting was held and the public is pleased that the intersection will be left open and will be signalized to service the needs in the corridor. The retail store and gas station will create a great deal of traffic and the signal will be needed right away.

Mr. Leeper asked what the approach will be if the traffic backup develops. Mr. Resler doesn't believe there will be a great deal of issues, but the light timing could be adjusted if needed.

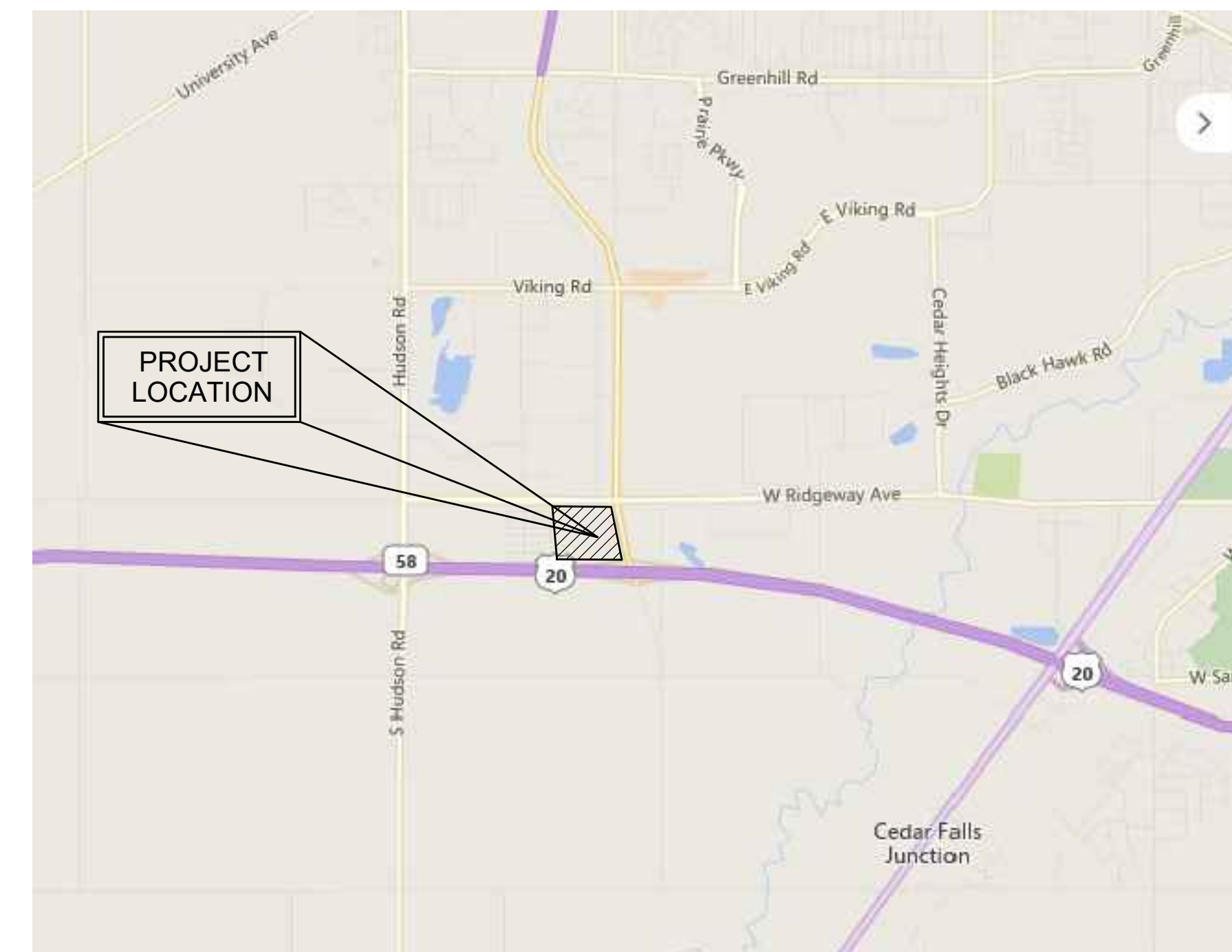
Mr. Leeper made a motion to approve. Ms. Saul seconded the motion. The motion was approved unanimously with 8 ayes (Adkins, Arntson, Giarusso, Holst, Leeper, Oberle, Saul and Wingert), and 0 nays.



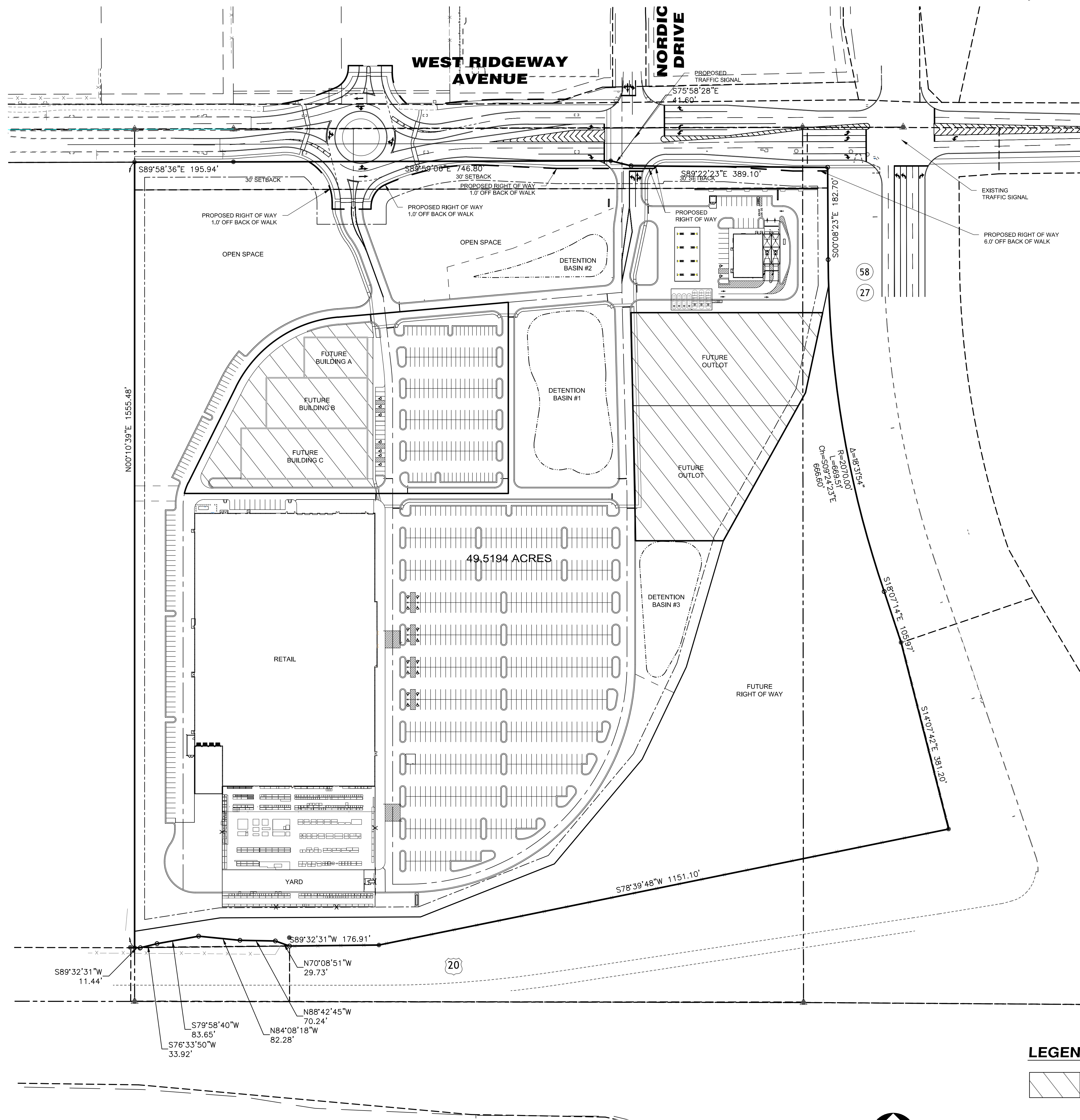
Fleet Farm Retail and Convenience Store
Hwy-1 Site Plan Review

HENRY PROPERTY BLACK HAWK COUNTY

CEDAR FALLS, IOWA 50613
REVISED OCTOBER 26, 2018



VICINITY MAP
NOT TO SCALE



OWNER

FLEET FARM
1300 S. LYNNDALE DRIVE
APPLETON, WI 54914
920-997-1436

DEVELOPER

MIDLAND ATLANTIC PROPERTIES
8044 MONTGOMERY RD, SUITE 370
CINCINNATI, OH 45236
513-792-5000

LAND PLANNER/ ENGINEER/ LANDSCAPE ARCHITECT

BAYER BECKER, INC.
6900 TYLERSVILLE ROAD, SUITE A
MASON, OH 45040
513-336-6600

SURVEYOR

VJ ENGINEERING
1501 TECHNOLOGY PARKWAY, SUITE 100
CEDAR FALLS, IOWA 50613

ARCHITECT

RSP
1220 MARSHALL STREET N.E.
MINNEAPOLIS, MN 55413
612-677-7100

BENCHMARK

SANITARY MANHOLE
NORTHEAST SIDE OF PROPERTY
CORNER AND SOUTH OF WEST
RIDGWAY AVENUE
TRIM#13.99
12'(E&W)INV=900.15
12'(S)INV=901.25

UTILITIES CONTACTS:

ELECTRIC & TELEPHONE
CEDAR FALL UTILITIES
JOHN OSTERHAUS
(319) 268-5298

WATER & GAS
CEDAR FALL UTILITIES
JERALD LUKENSMEYER
(319) 266-1761

STORM & SANITARY SEWERS
CITY OF CEDAR FALLS
JON RIESLER
220 CLAY ST.
CEDAR FALLS, IA 50613
(319) 268-5176

SITE SUMMARY

ZONING: HWY-1 WITH HWY-20 OVERLAY
HWY-1 WITH HCG OVERLAY (OUTLOT 1)

LOT ACREAGE:
DEVELOPMENT 36.563 ACRES
FUTURE OUTLOTS 3.051 ACRES
FUTURE RAW 9.905 ACRES
TOTAL 49.519 ACRES

OPEN SPACE ACREAGE:
12.107 ACRES
33.1% (DEVELOPMENT AREA)
24.4% (TOTAL AREA)

GROSS LEASABLE AREA: 240,000 S.F.
RETAIL GROSS LEASABLE AREA (GLA): 185,000 S.F.
FUTURE JUNIOR ANCHORS (JA) - BUILDINGS A,B,C - GLA: 55,000 S.F.

REQUIRED PARKING SPACES:
RETAIL PARKING: 832.5 (4.5 SPACES/1000 S.F. GLA)
TYPICAL PARKING DIMENSIONS - RETAIL: 10' X 20'
JA PARKING: 247.5 SPACES (4.5 SPACES/1000 S.F. GLA)
TYPICAL PARKING DIMENSIONS - JA: 9' X 19' (COMPACT 8' X 19')

PROVIDED PARKING SPACES:
RETAIL:
STANDARD 833 SPACES
ACCESSIBLE 16 SPACES
TOTAL 849 SPACES

OUTLOT 1 (FUEL CENTER)
STANDARD 23 SPACES
ACCESSIBLE 2 SPACES
TOTAL 25 SPACES

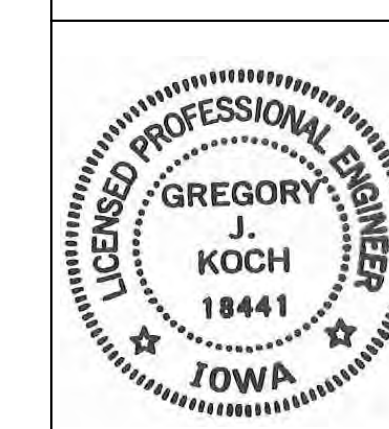
JA (FUTURE DEVELOPMENT)
STANDARD 240 SPACES
ACCESSIBLE 7 SPACES
TOTAL 247 SPACES

OVERALL SITE (RETAIL + JA)
TOTAL PARKING 1,096 SPACES
RATIO 4.5 SPACES / 1000 S.F.

EMPLOYEES: APPROXIMATE 150 TO 200 EMPLOYEES

ENGINEER'S CERTIFICATION

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.



Gregory J. Koch, P.E. Date: 10/26/18
Iowa License No. 18441
My license renewal date is December 31, 2018

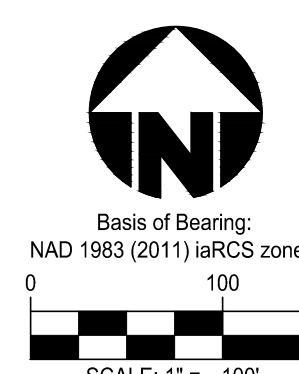
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INDEX OF SHEETS

DRAWING NO.	DRAWING TITLE	ISSUE DATE	REVISION NO.	REVISION DATE
C1.0	TITLE SHEET	07-06-18	4	10-26-18
C2.0	EXISTING SITE CONDITIONS	07-06-18	4	10-26-18
C2.1	EXISTING SITE CONDITIONS	07-06-18	2	08-10-18
C3.0	DIMENSION SITE & PAVEMENT PLAN	07-06-18	5	10-26-18
C3.1	DIMENSION SITE & PAVEMENT PLAN	07-06-18	4	10-17-18
C4.0	UTILITY PLAN	07-06-18	5	10-26-18
C4.1	UTILITY PLAN	07-06-18	5	10-26-18
C4.2	UTILITY PROFILES	07-06-18	4	10-26-18
C5.0	GRADING PLAN	07-06-18	5	10-26-18
C5.1	GRADING PLAN	07-06-18	5	10-26-18
C6.0	MASS GRADING - EROSION CONTROL PLAN	09-14-18	2	10-26-18
C6.1	MASS GRADING - EROSION CONTROL PLAN	09-14-18	2	10-26-18
C6.2	DEVELOPMENT - EROSION CONTROL PLAN	10-17-18	1	10-26-18
C6.3	DEVELOPMENT - EROSION CONTROL PLAN	10-17-18	1	10-26-18
C6.4	SEDIMENTATION & EROSION CONTROL DETAILS	07-06-18	3	10-17-18
C6.5	SEDIMENTATION & EROSION CONTROL DETAILS	10-17-18		
C6.6	SEDIMENTATION & EROSION CONTROL DETAILS	10-26-18		
C7.0	SITE AND PAVEMENT DETAILS	07-06-18	2	09-28-18
C7.1	STORM SEWER DETAILS	07-06-18	2	09-28-18
C7.2	STORM AND SANITARY SEWER DETAILS	07-06-18	1	07-26-18
L1.0	OPEN SPACE EXHIBIT & OVERALL PLANTING PLAN	07-06-18	3	09-28-18
L1.1	PLANTING PLAN - NORTH	07-06-18	3	09-28-18
L1.2	PLANTING PLAN - SOUTH	07-06-18	3	09-28-18
L1.3	SEEDING & MULCHING PLAN	07-26-18	2	09-28-18
L2.0	PLANTING NOTES & DETAILS	07-06-18	1	07-26-18

LEGEND

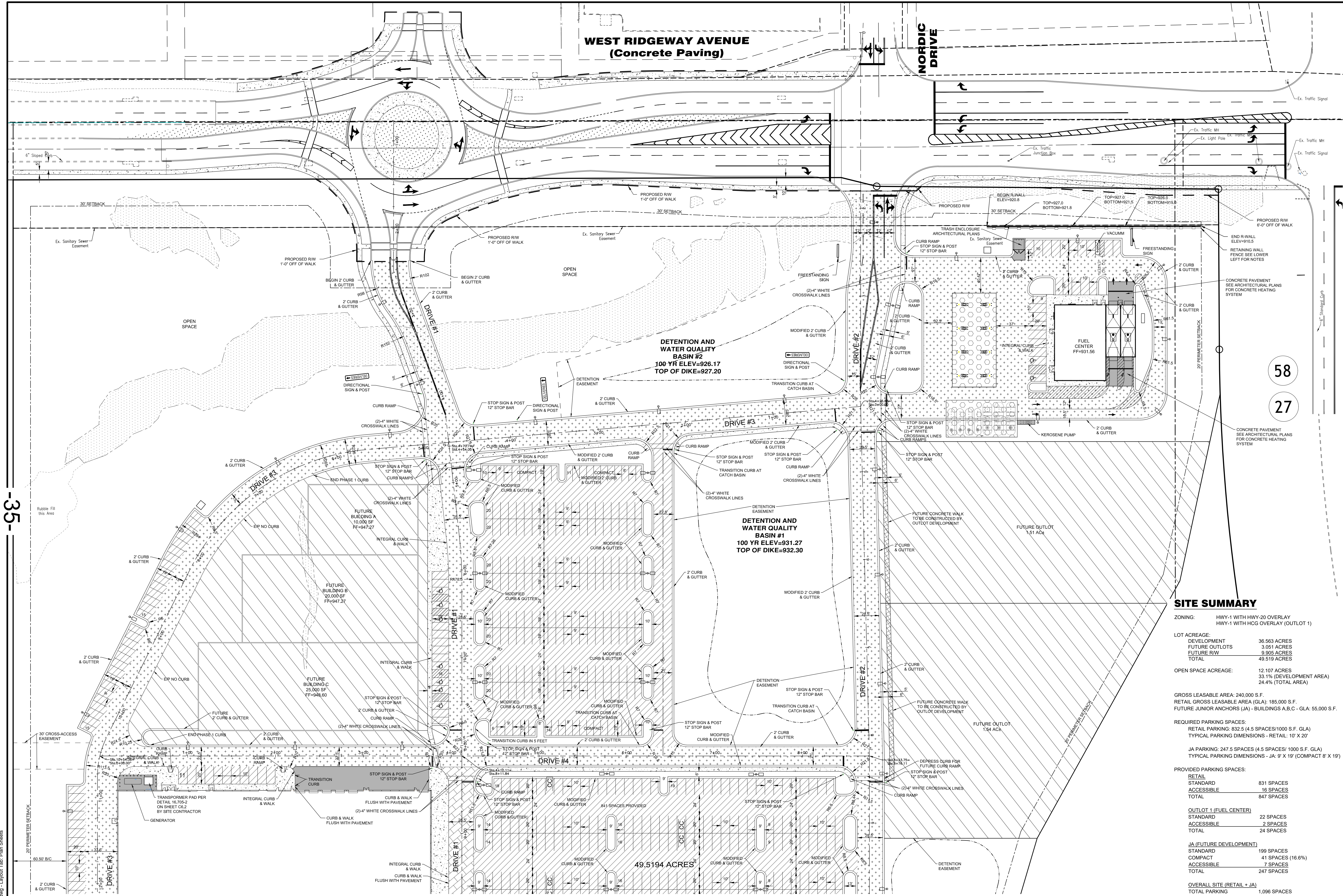
FUTURE DEVELOPMENT





WEST RIDGEWAY AVENUE (Concrete Paving)

NORDIC DRIVE



58
27

SITE SUMMARY

ZONING:	HWY-1 WITH HWY-20 OVERLAY HWY-1 WITH HCG OVERLAY (OUTLOT 1)
LOT ACREAGE:	DEVELOPMENT: 36.563 ACRES FUTURE OUTLOTS: 3.051 ACRES FUTURE RW: 9.905 ACRES TOTAL: 49.519 ACRES
OPEN SPACE ACREAGE:	12.107 ACRES 33.1% (DEVELOPMENT AREA) 24.4% (TOTAL AREA)
GROSS LEASABLE AREA:	240,000 S.F. RETAIL GROSS LEASABLE AREA (GLA): 185,000 S.F. FUTURE JUNIOR ANCHORS (JA) - BUILDINGS A,B,C - GLA: 55,000 S.F.
REQUIRED PARKING SPACES:	RETAIL PARKING: 832.5 (4.5 SPACES/1000 S.F. GLA) TYPICAL PARKING DIMENSIONS - RETAIL: 10' X 20' JA PARKING: 247.5 SPACES (4.5 SPACES/ 1000 S.F. GLA) TYPICAL PARKING DIMENSIONS - JA: 9' X 19' (COMPACT 8' X 19')
PROVIDED PARKING SPACES:	RETAIL STANDARD: 831 SPACES ACCESSIBLE: 16 SPACES TOTAL: 847 SPACES OUTLOT 1 (FUEL CENTER) STANDARD: 22 SPACES ACCESSIBLE: 2 SPACES TOTAL: 24 SPACES JA (FUTURE DEVELOPMENT) STANDARD: 199 SPACES COMPACT: 41 SPACES (16.6%) ACCESSIBLE: 7 SPACES TOTAL: 247 SPACES
OVERALL SITE (RETAIL + JA)	TOTAL PARKING: 1,096 SPACES RATIO: 4.5 SPACES / 1000 S.F.
EMPLOYEES:	APPROXIMATE 150 TO 200 EMPLOYEES

CONSTRUCTION DRIVE NOTE

- CONSTRUCTION DRIVES MAY NEED TO BE ONE OF THE FOLLOWING:
 - 12 INCHES OF CRUSHED STONE WITH GEGRID.
 - 24 INCHES OF CRUSHED STONE WITHOUT GEGRID.

NOTES

- ALL DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- ALL RADII ARE TO THE FACE OF CURB AND ARE 6.5' UNLESS OTHERWISE NOTED.
- SEE ARCHITECTURAL PLANS FOR BUILDING FOUNDATION DIMENSIONS.
- ACCESSIBLE PARKING SPACES SHALL HAVE STRIPING AND SIGNAGE MEETING ADAAG AND LOCAL REQUIREMENTS.
- ALL SIGNS SHOWN ON THE PLAN IS APPROXIMATE. ALL SIGNS SHALL BE KEPT OUT OF THE RIGHT OF WAY.

BUILDING S.F.

BUILDING A	10,000 SF
BUILDING B	20,000 SF
BUILDING C	25,000 SF
BUILDING D	185,000 SF
TOTAL	240,000 SF

LEGEND

	LIGHT DUTY ASPHALT PAVEMENT		FUTURE CONCRETE WALK TO BE CONSTRUCTED BY OUTLOT DEVELOPMENT		FUTURE DEVELOPMENT TO BE REVIEWED AS PART OF A FUTURE SITE PLAN SUBMITTAL
	HEAVY DUTY ASPHALT PAVEMENT		CONCRETE WALK		WETLAND
	HEAVY DUTY ASPHALT PAVEMENT (30 YEAR)		CONCRETE PAVEMENT		FUTURE SIDEWALK BY OTHERS
	CART CORRAL		CONCRETE PAVEMENT SEE FUEL CENTER PLAN		



LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

HENRY PROPERTY
BLACK HAWK COUNTY
CITY OF CEDAR FALLS
CEDAR FALLS, IOWA

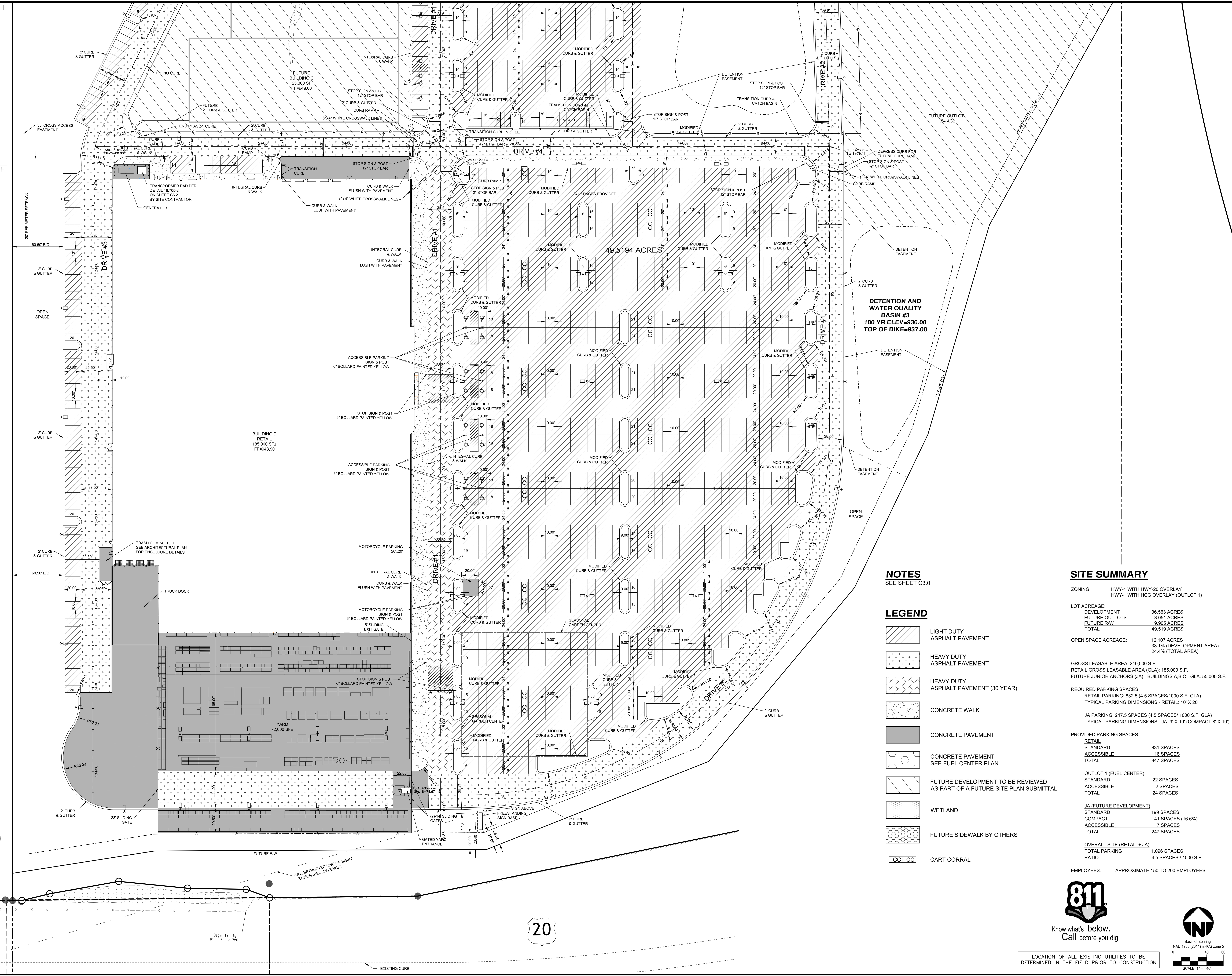
DIMENSION SITE & PAVEMENT PLAN

Item E.3.3
Drawing:
Checked by:
Issue Date:
Sheet:

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Plot file: New 01_2019_14720m
Drawing name: U:\2017\17-0335\CD\DWG\17-0335 CD.dwg - Layout Tab - Plan Sheets

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49.5194 ACRES

NOTES
SEE SHEET C3.0

LEGEND

- LIGHT DUTY ASPHALT PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT (30 YEAR)
- CONCRETE WALK
- CONCRETE PAVEMENT
- CONCRETE PAVEMENT SEE FUEL CENTER PLAN
- FUTURE DEVELOPMENT TO BE REVIEWED AS PART OF A FUTURE SITE PLAN SUBMITTAL
- WETLAND
- FUTURE SIDEWALK BY OTHERS
- CC CC CART CORRAL

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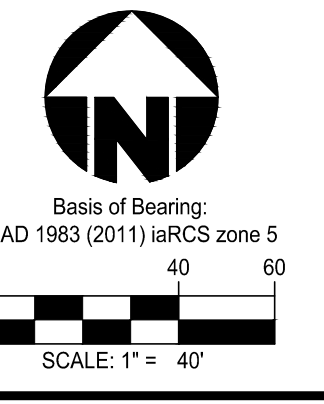
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STANDARD 199 SPACES
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ACCESSIBLE 7 SPACES
TOTAL 247 SPACES

OVERALL SITE (RETAIL + JA)
TOTAL PARKING 1,096 SPACES
RATIO 4.5 SPACES/ 1000 S.F.

EMPLOYEES: APPROXIMATE 150 TO 200 EMPLOYEES



LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION



Item	Revision Description	Date	Drawn	Chk.
1	REVISIONS PER CITY COMMENTS	7-26-16	GJK	
2	REVISIONS PER STAFF COMMENTS	8-16-16	ATC	
3	REVISIONS PER CITY DEVELOPER AND INTERNAL REVIEW COMMENTS	8-26-16	GJK	
4	REVISIONS PER CITY ENGINEER'S OFFICE REVIEW COMMENTS	10-17-16	GJK	

HENRY PROPERTY
BLACK HAWK COUNTY
CITY OF CEDAR FALLS
CEDAR FALLS, IOWA

bayer becker
10000 Tiersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 17-0335_CD
Drawn by: GJK
Checked By:
Issue Date: 07-06-18
Sheet: **C3.1**



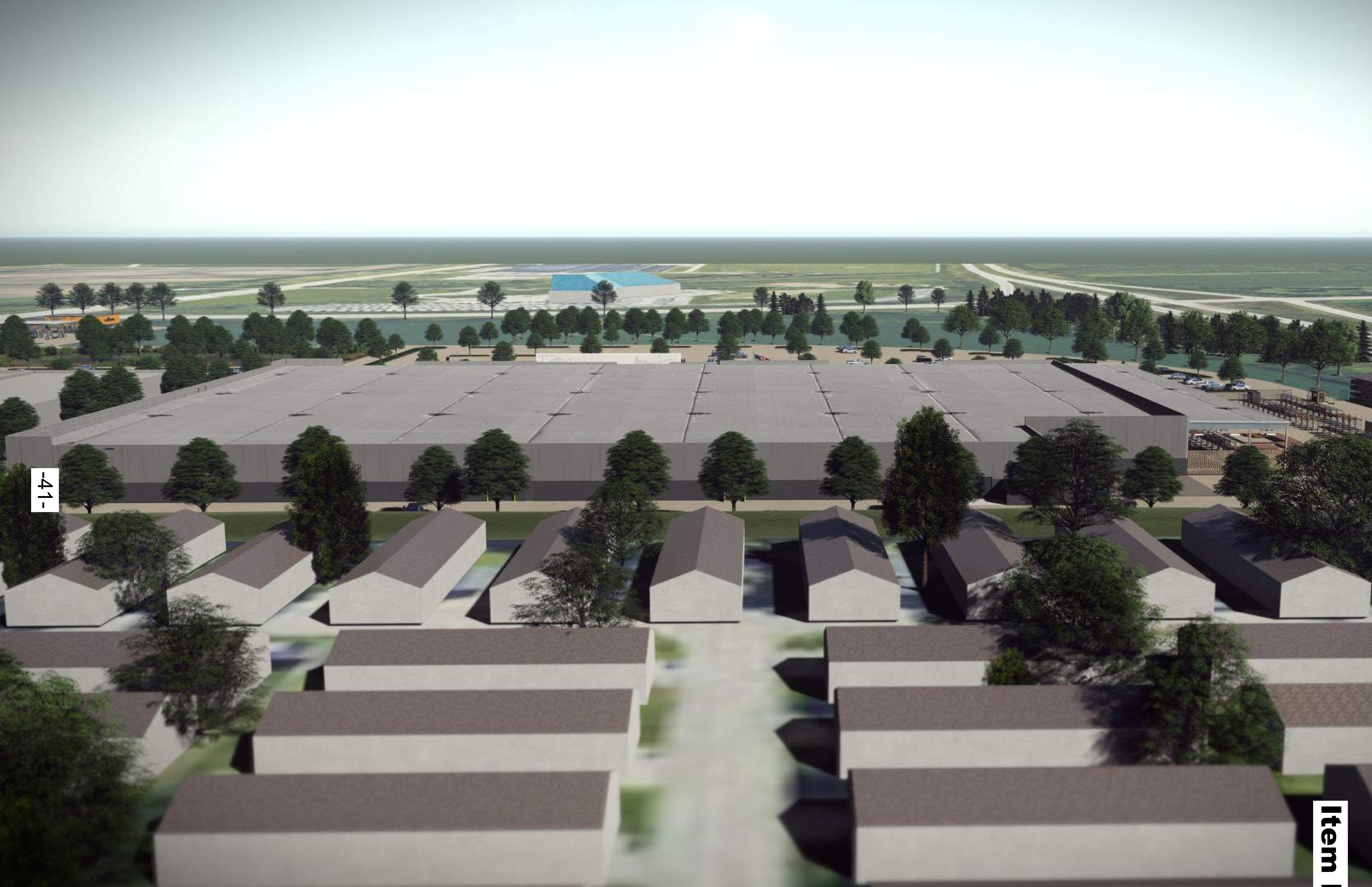


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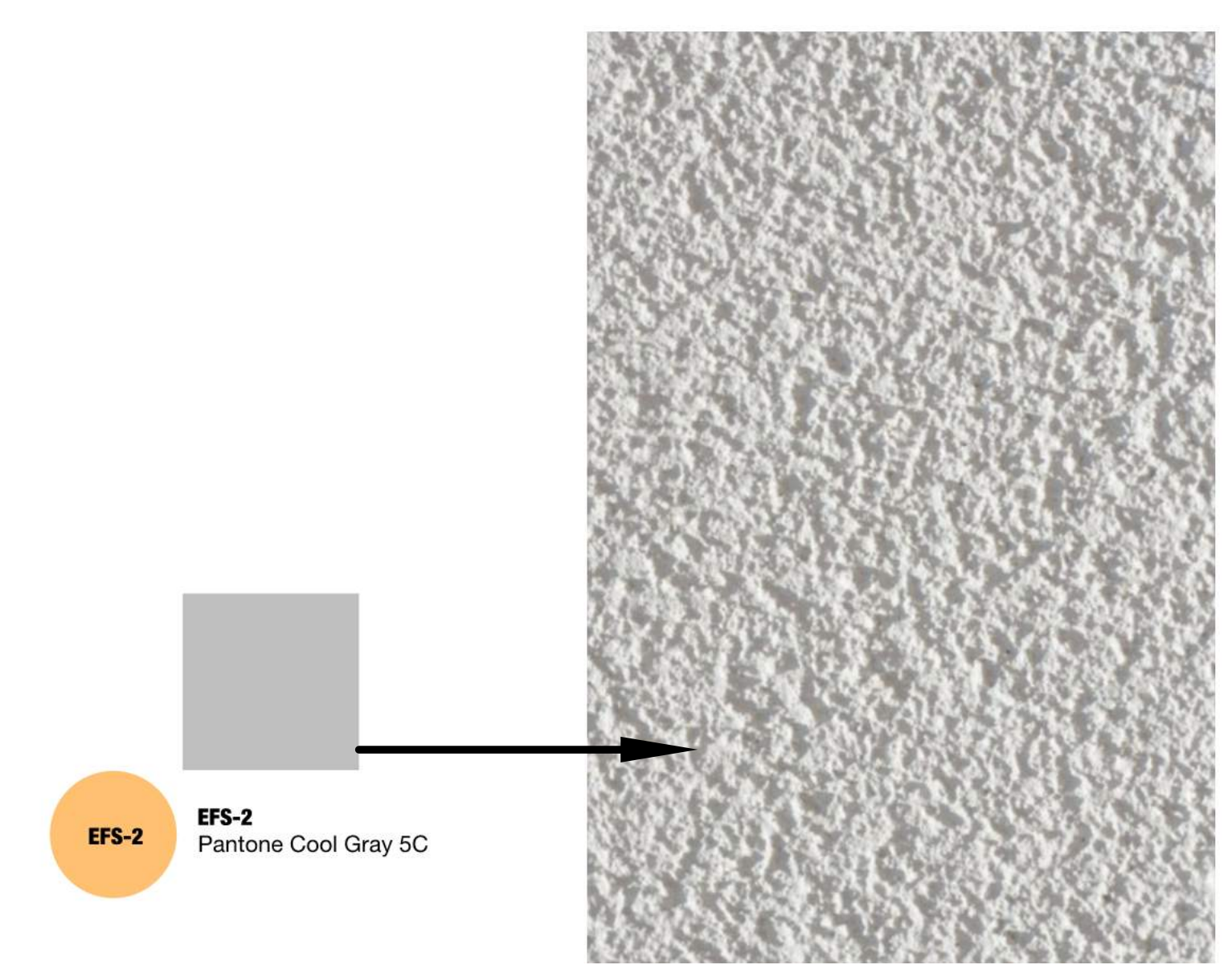
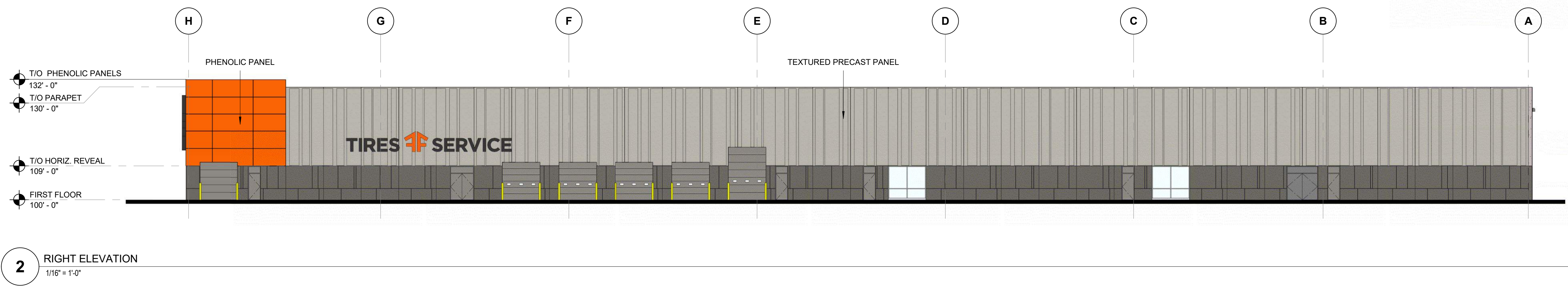
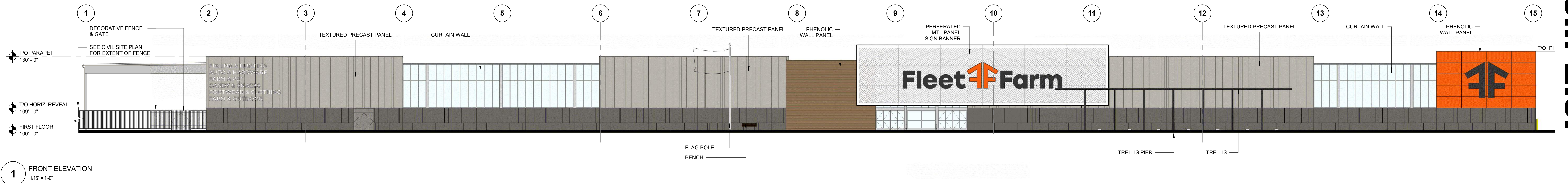


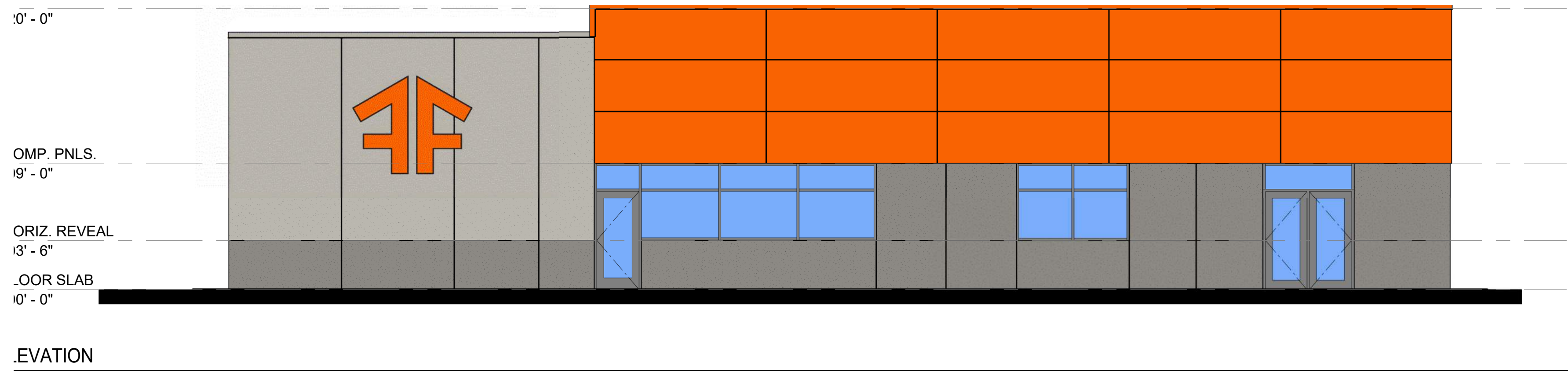
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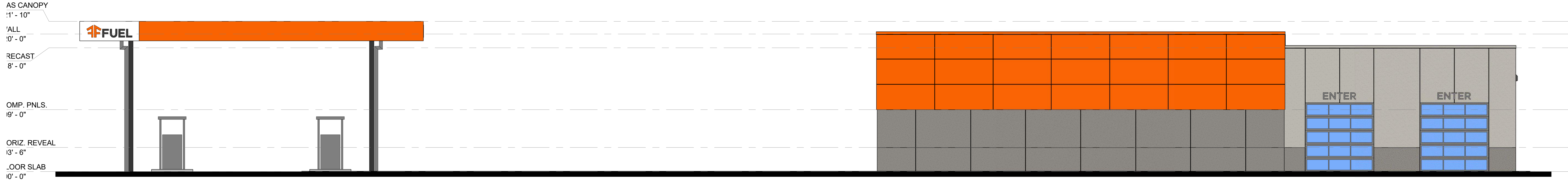
-49-

Item E.3.



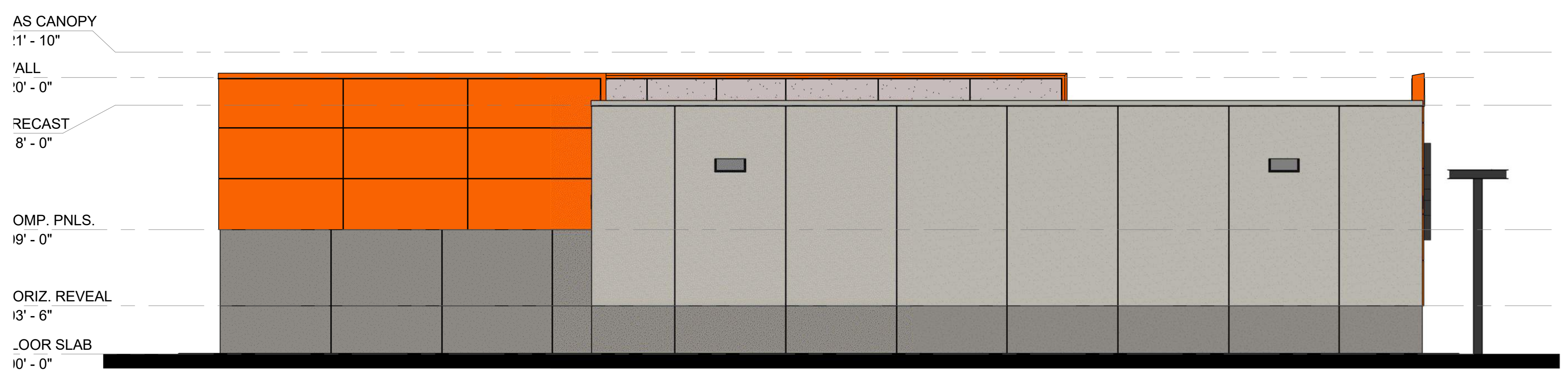


ELEVATION

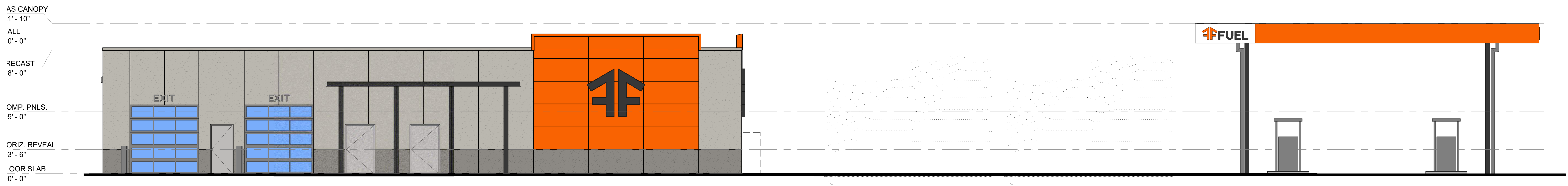


ELEVATION

-51-



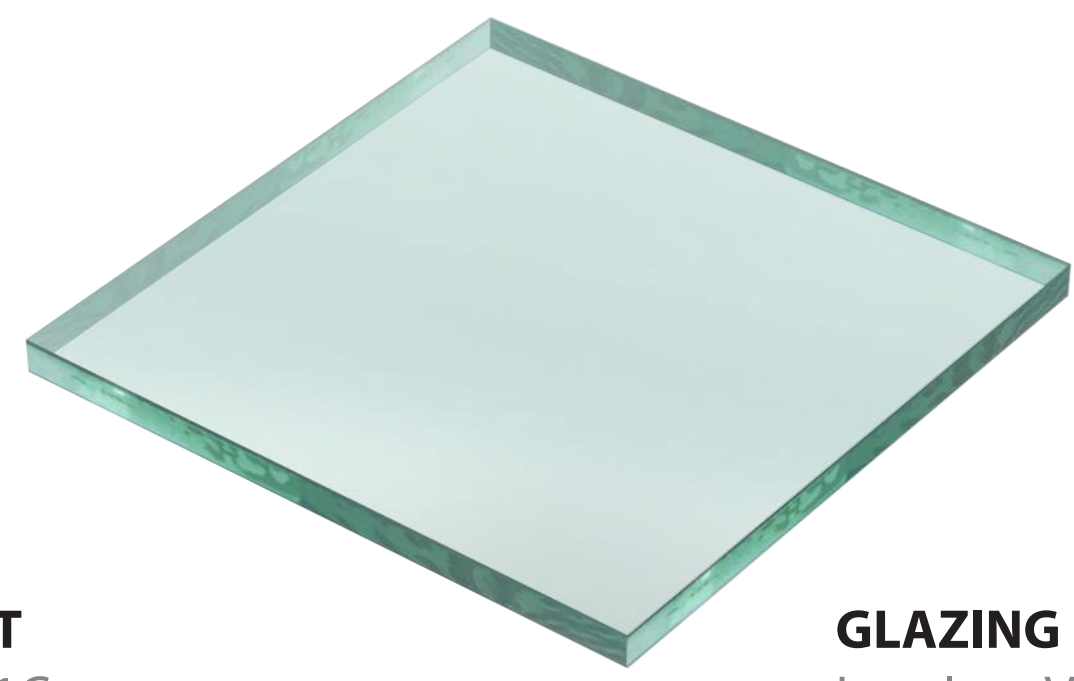
ELEVATION



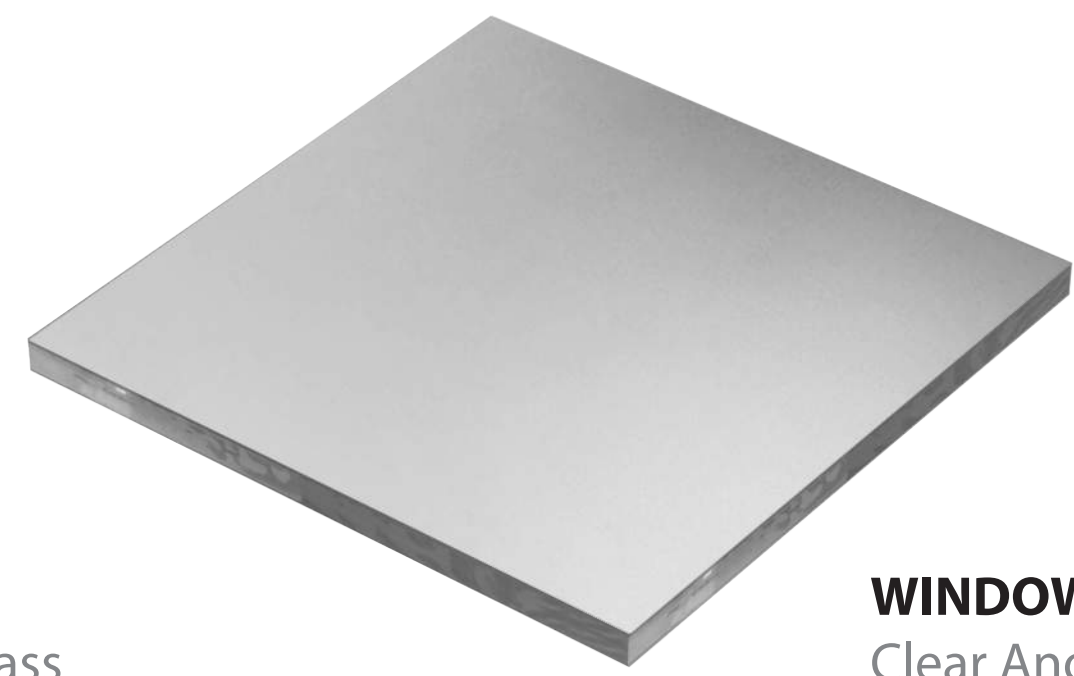
ELEVATION



TEXTURED PRECAST
Pantone Cool Gray 11C



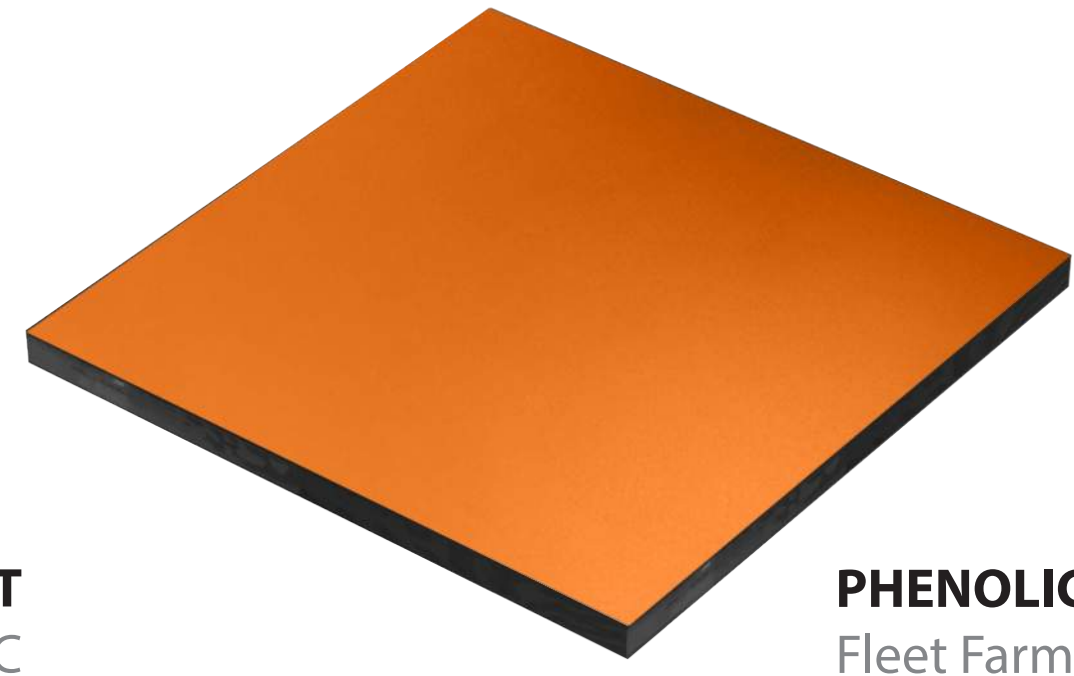
GLAZING
Low Iron Vision Glass



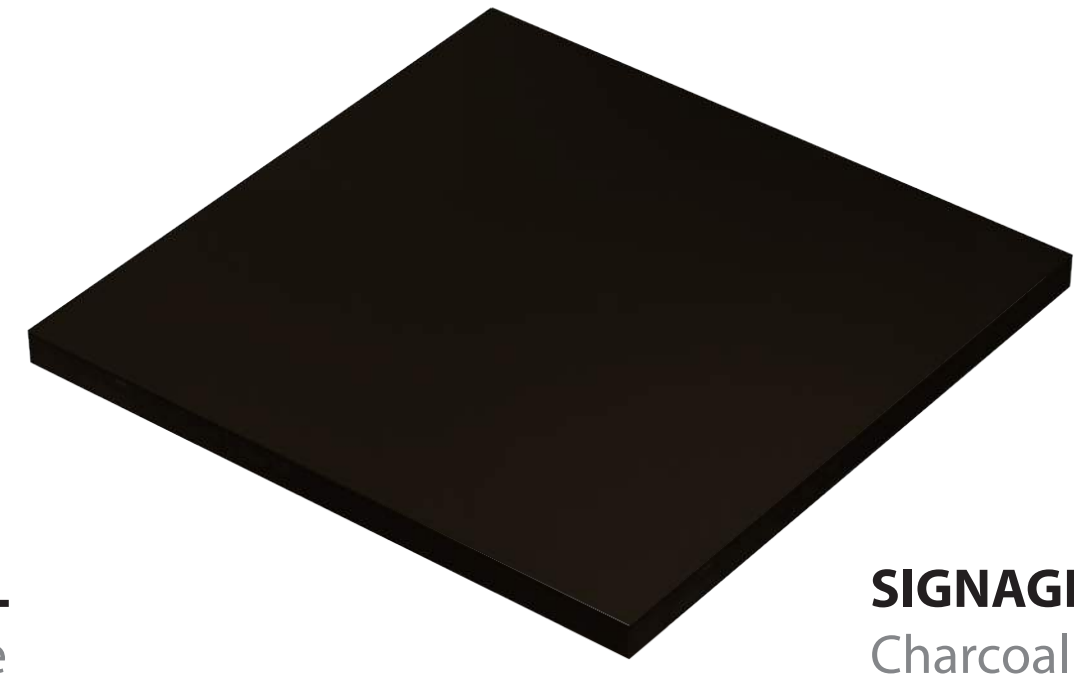
WINDOW MULLIONS
Clear Anodized Aluminum



TEXTURED PRECAST
Pantone Cool Gray 9C



PHENOLIC PANEL
Fleet Farm Orange



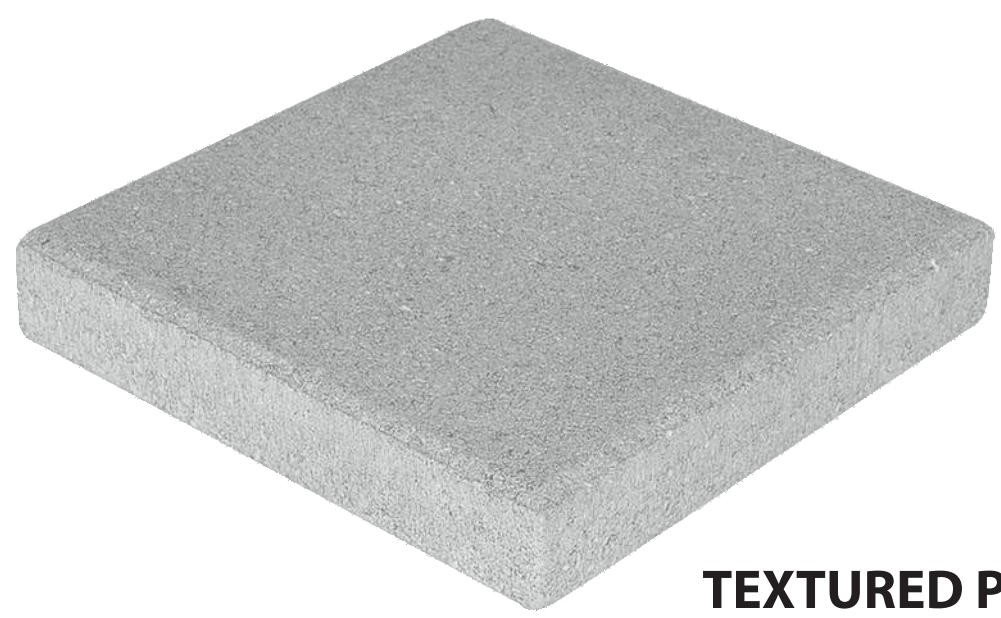
SIGNAGE AND DETAILS
Charcoal Metal



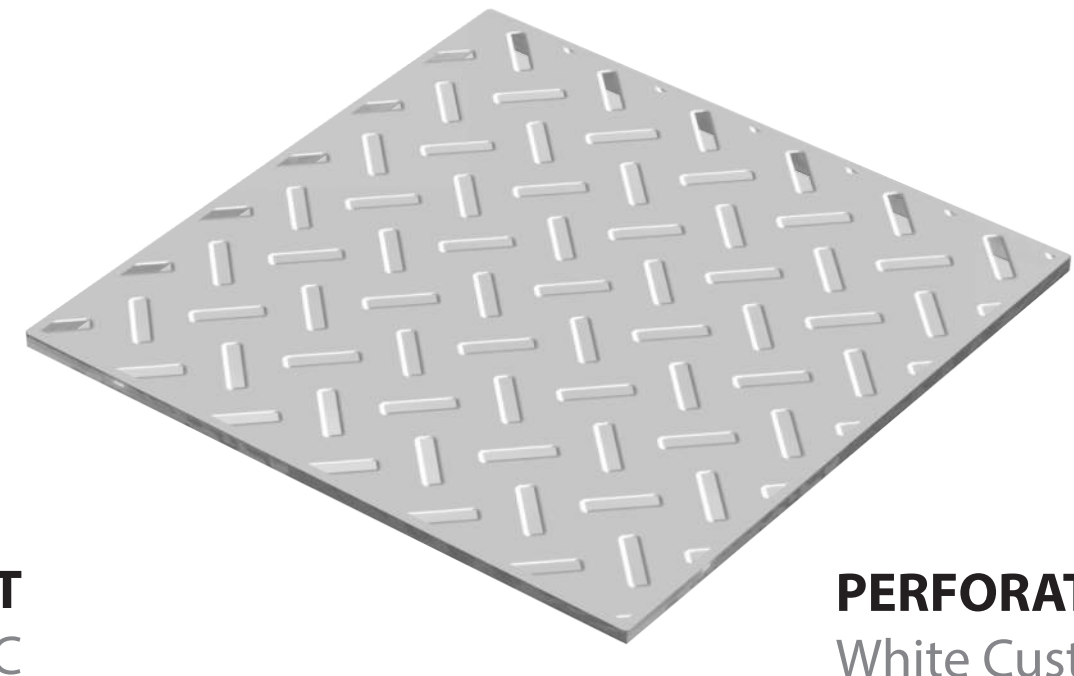
TEXTURED PRECAST
Pantone Cool Gray 7C



PHENOLIC PANEL
Aged Cedar Wood



TEXTURED PRECAST
Pantone Cool Gray 5C



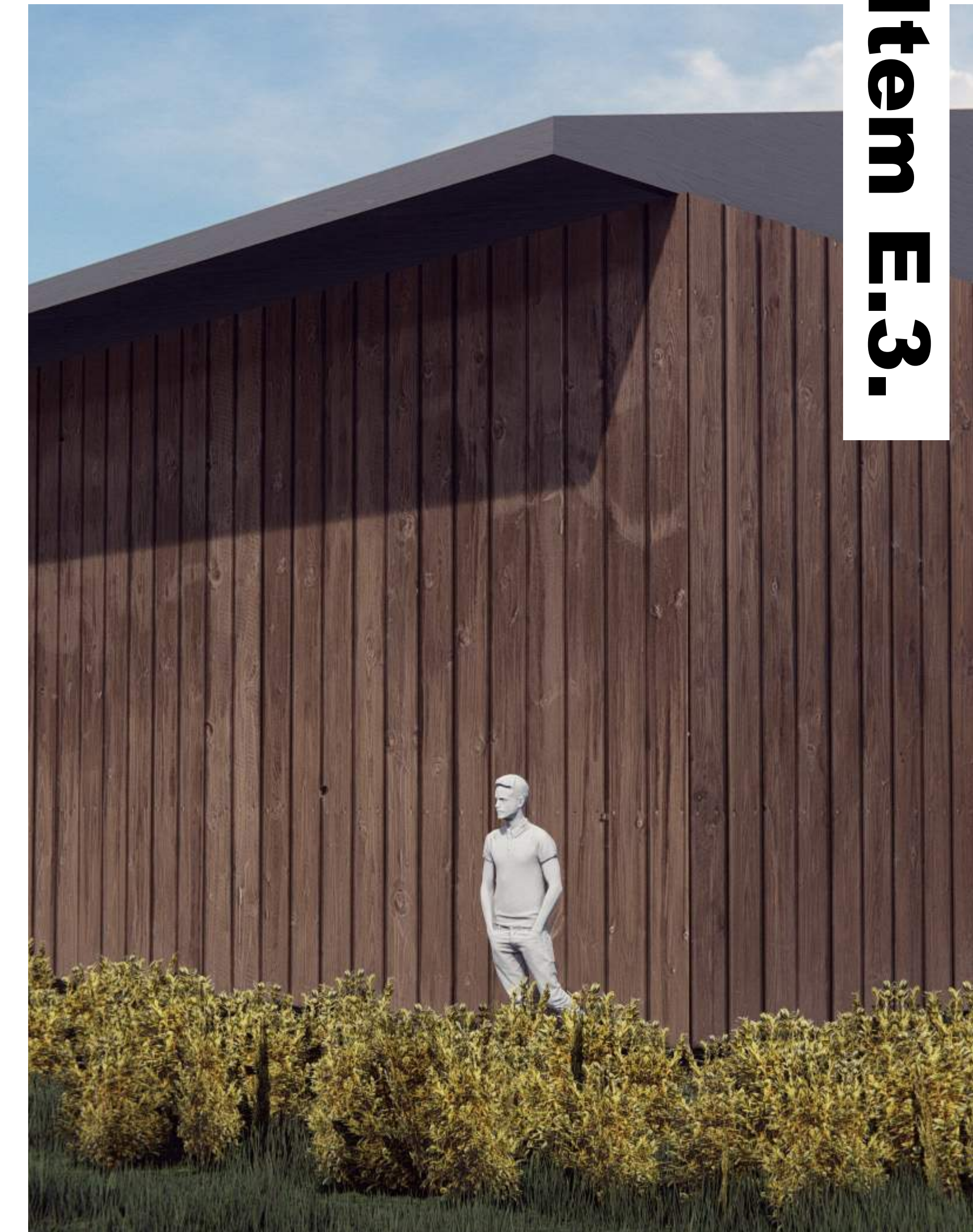
PERFORATED METAL PANEL
White Custom Pattern



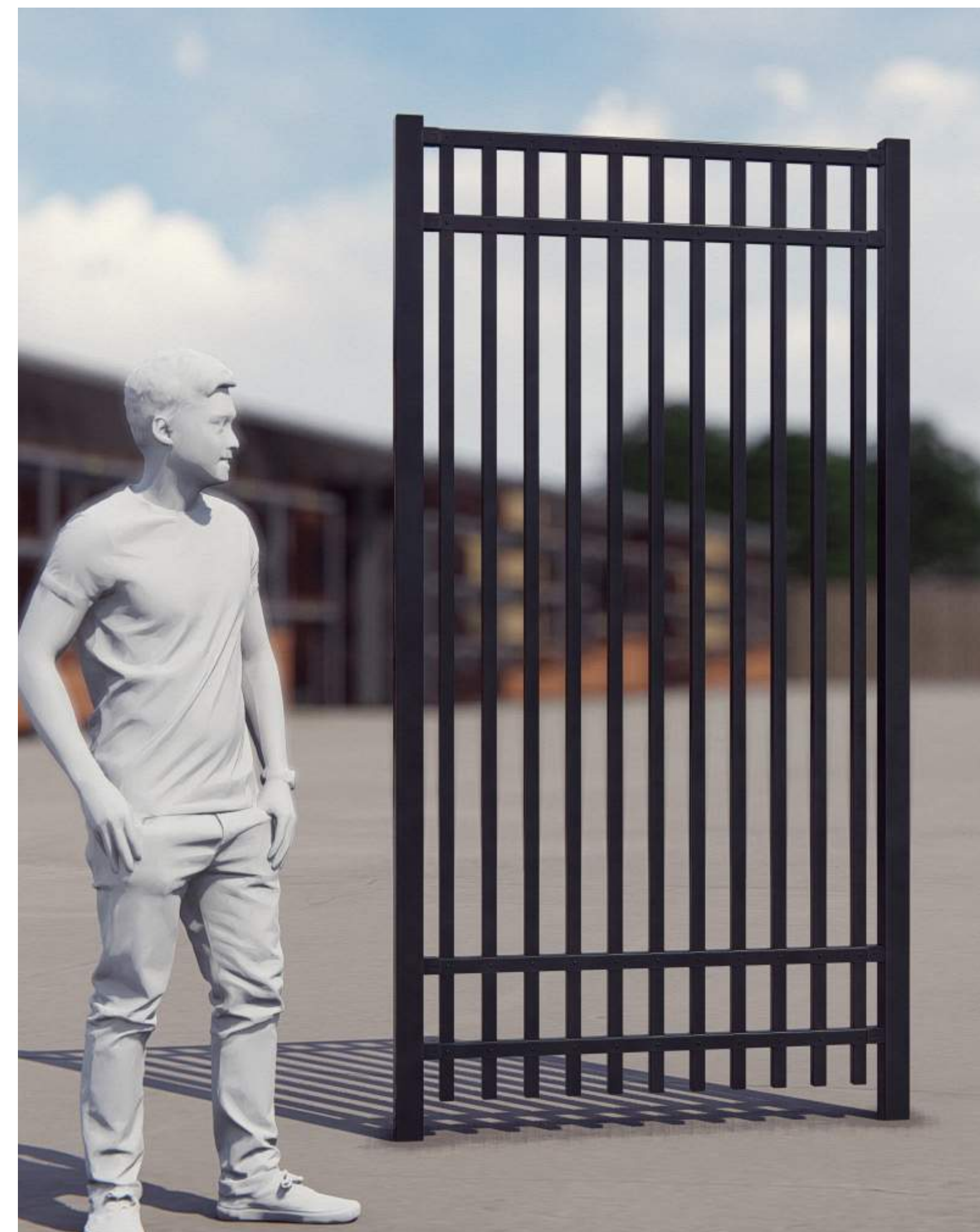
ARCHITECTURAL STRUCTURE
Charcoal Metal



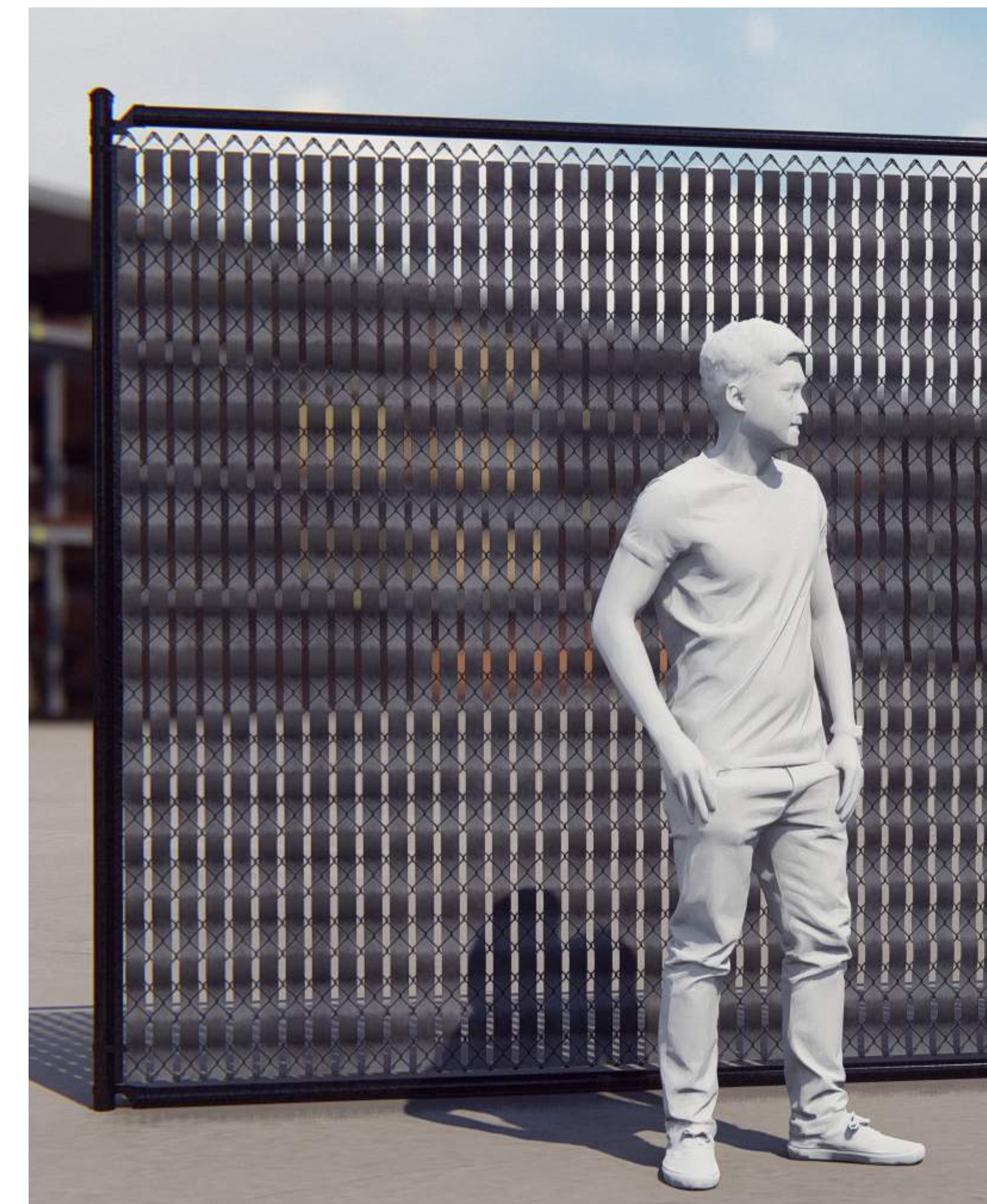
Typical Precast Panel



Yard Fence at Barn - 16'



Yard Fence Front - 8'



Yard Fence Rear - 8'

-52-

CEDAR FALLS, IA

FLEET FARM - RETAIL STORE

Henry Property

PROJECT NUMBER: 295210700



RSP Architects
1200 Marshall Street NE
Minneapolis, MN 55413-1036
612.877.7100
612.877.7499 fax
www.rsparch.com

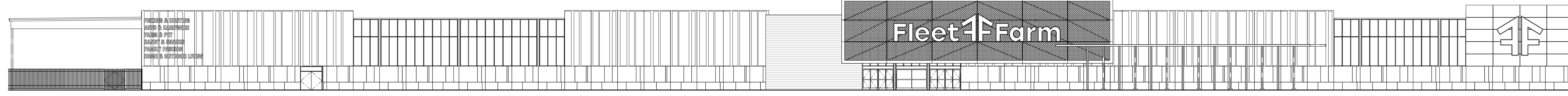
Certification

NOT FOR
CONSTRUCTION
9 JULY, 2018

DOCUMENT PACKAGE

ISSUED: .09.2018

PACKAGE: PLANNING & ZONING SUBMITTAL



LOCATION MAP



PROJECT TEAM

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CODE SUMMARY

PROJECT NAME
Fleet Farm Retail Store

PROJECT DESCRIPTION:
New retail store with lumber yard and gas station.

APPLICABLE CODES:
2015 International Building Code
2015 IFC/ANSI A117.1 Accessibility Code
2015 International Mechanical Code
2015 International Fire Code
2015 Uniform Plumbing Code
2017 National Electrical Code
2012 International Energy Conservation Code

OCCUPANCY:
IBC Section 502 and 508, and Table 502.3.3
Proposed: M-Mercantile
S1-Storage
Non-separated use

TYPE OF CONSTRUCTION:
IBC Chapter 6, Tables 601, 602, 704.8 and Sections 602, 704.5 and 704.8

Proposed:
Type III
HEIGHT AND NUMBER OF STORES:
IBC Table 503 and Section 504

Allowable Height: 60 feet per 504.2
Allowable Stories: 2 stories per 504.2

Actual Height: 32' 0"
Actual Stories: 1

ALLOWABLE FLOOR AREA:
IBC Table 503 and Section 503, 506 and 507

Allowable Floor Area: Unlimited, Sprinklered w/ 97' clear yards

Area determination: 203,985 SF Main Store

EXITING REQUIREMENTS:
IBC Table 1003.2.2.2
Occupant Load Factors (OLF): 60 Mercantile
100 Office
300 S1 Stock
300 Mechanical

EGRESS WIDTH:
Table 1003.2.3
Refer to sheet A021 for Occupant Loads from each space.

EXIT ACCESS - STORE
Minimum Number of Exits: REQUIRED PROVIDED
First Floor: 4 16

Exit Access Travel Distance: 250 feet
IBC Section 1004.2.4.

Common Path of Egress Travel: 75feet
IBC Section 1004.2.5

Corridor Fire-Resistance Rating: 0 hours
IBC Section 1004.3.2.1.

Dead Ends: 25 feet
IBC Section 1004.3.2.3.

PLUMBING CALCULATION:
Minimum Number of Fixtures:
IBC Chapter 29 and Table 2902.1

Water Closets:	Calculation	Required	Provided
First Floor:	Men 1552	4	4 Public, 3 Staff
	Women 1552	4	4 Public, 3 Staff

Note: Urinals may be substituted for up to 67% of required water closets.

Lavatories:	First Floor:	Men 1552	Women 1552	Required	Provided
		3	3	3 Public, 1 Staff	3 Public, 1 Staff

Drinking Fountains:
First Floor: 3101/1000 4 4

Service Sinks: 1 per floor

FIRE RESISTIVE REQUIREMENTS:
Table 601
FIRE-RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (hours)

BUILDING ELEMENT	TYPE V B
Structural frame	0
Bearing walls	0
Exterior	0
Interior	0
Nonbearing walls and partitions	0
Exterior	0 (per Table 602)
Interior	0
Floor construction	0
Roof construction	0

Canister Construction: IBC Section 1004.3.2. No rating required

Interior Finishes: IBC Chapter 8 and Table 803.4.

SHEET INDEX

DRAWINGS		ISSUES	
SHEET NO.	NAME	PLANNING SUBMITTAL	
100 GENERAL			
G001	COVER SHEET	3	
04 ARCHITECTURAL			
A021	CODE REVIEW EXIT DIAGRAM	3	
A200	EXTERIOR ELEVATIONS	3	

SITE PLAN



DRAWING SYMBOLS

COLUMN OR GRID LINE - NEW	REVISION REFERENCE	ELEVATION TAG - SINGLE VIEW	ROOM NAME (ROOM NAME)
COLUMN OR GRID LINE - EXISTING	PARTITION TAG	ELEVATION TAG - MULTIPLE VIEW	ROOM TAG
MATCH LINE	VIEW NAME	DETAIL TAG	KEYNOTE
T.O. FOOTING	DRAWING TITLE	WALL SECTION TAG	WINDOW TAG
ELEVATION / LEVEL TAG	NORTH ARROW	BUILDING SECTION TAG	EQUIPMENT TAG
SPOT ELEVATION		ENLARGED PLAN OR DETAIL REFERENCE	DOOR TAG
		FINISH TAG - ALL SURFACES	
		FINISH TAG - WITH EXTENT OF FINISH	
		FINISH TRANSITION	

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Project No: 295210700
Drawn By: BGW
Checked By: NHN
Date: 07/09/18

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Sheet Issues / Revisions

No.	Date	Description

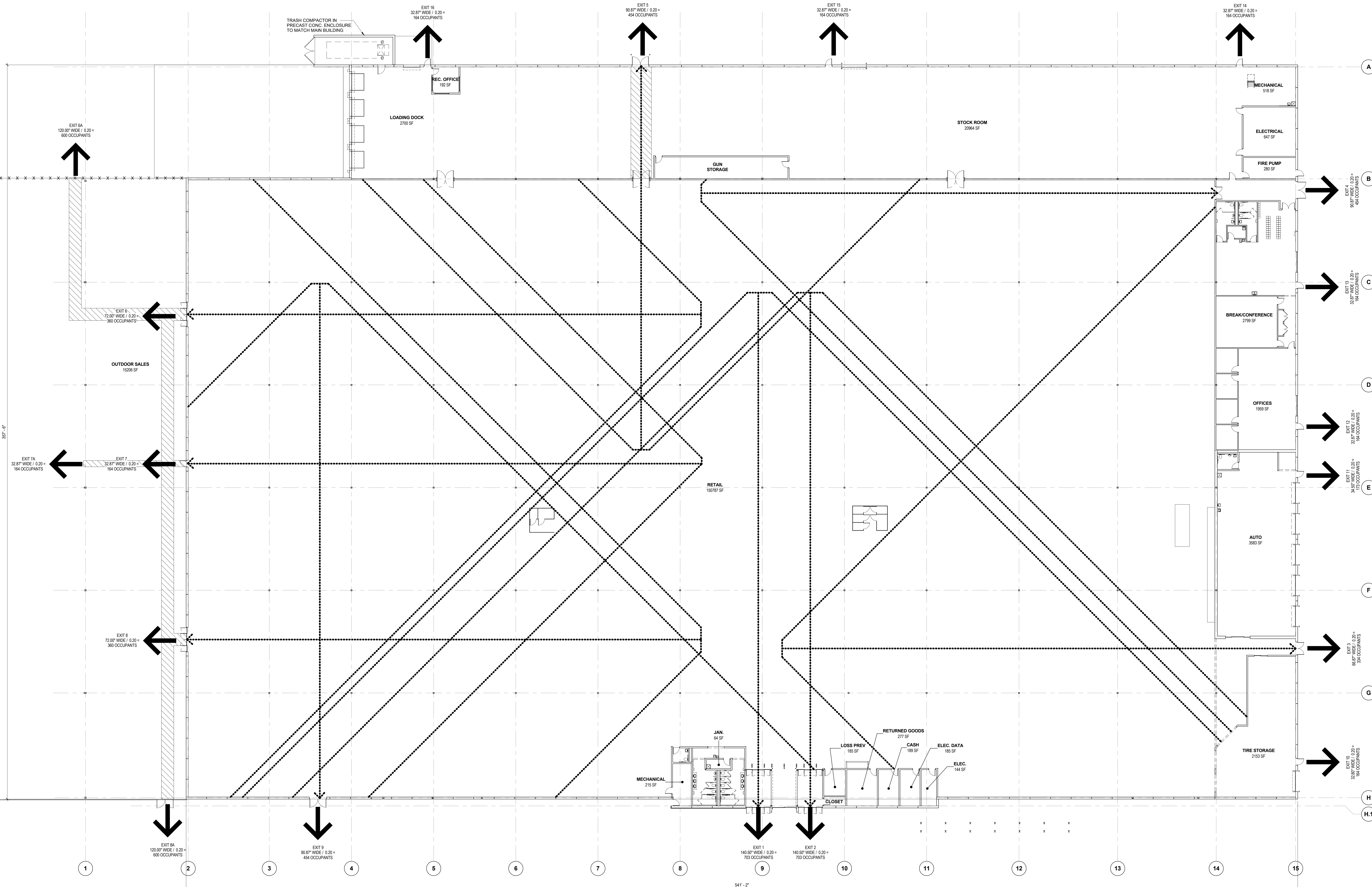
COVER S
Item E-3
G301

Occupant Load Calculations table with columns for Name, Area, Occupancy Group, Factor, Occupant Load, and Input.

EXIT KEY table with columns for EXIT NUMBER, WIDTH, IN/OCC, and CAP OF EXIT.

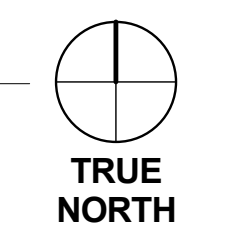
Outdoor Occupant Load Calculations table with columns for Name, Area, Occupancy Group, Occupant Factor, Occupant Load, Input, and Exits (Required/Provided).

OUTDOOR SALES EXIT KEY table with columns for EXIT NUMBER, WIDTH, IN/OCC, and CAP OF EXIT.



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1 LIFE SAFETY PLAN 1/8" = 1'-0"



Item 3 logo and RSP Architects contact information: 1220 Marshall St, Minneapolis, Minnesota 55413.

NO CONSTRUCTION 9 JULY 2018 stamp and Certification section.

Project Information: Name Robert Lucius, License Number 3570, Date Signed, Project For CEDAR FALLS, IA, FLEET FARM - RETAIL STORE.

Orientation symbol showing a four-pointed star with an arrow pointing up.

Project No. 295210700, Drawn By BGV, Checked By NHH, Date 07/09/18.

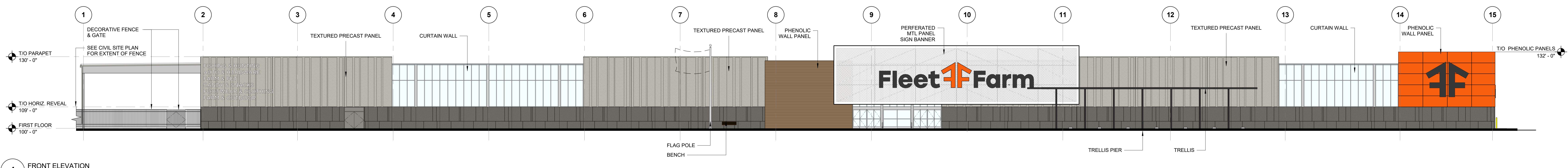
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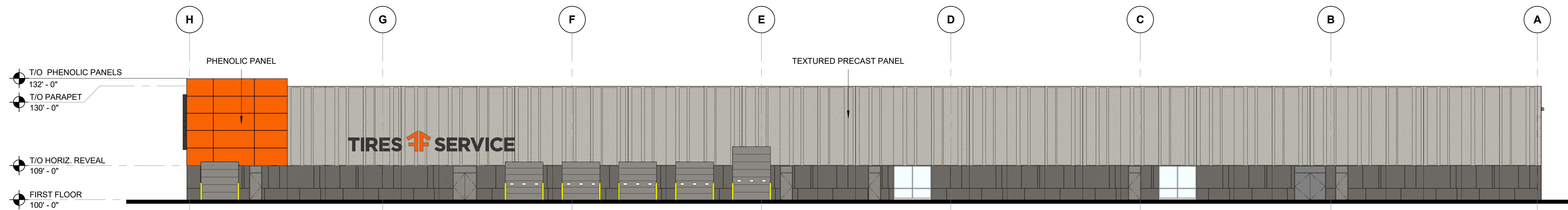
Sheet Issues / Revisions table with columns for No., Date, and Description.

CODE REVIEW/ EXIT DIAGRAM

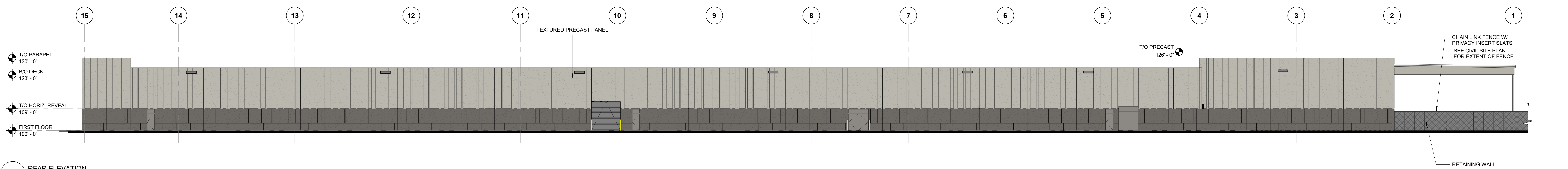
A021



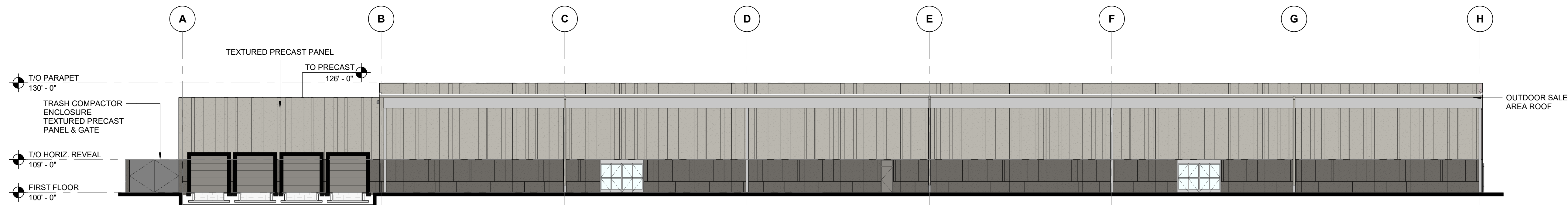
1 FRONT ELEVATION
1/16" = 1'-0"



2 RIGHT ELEVATION
1/16" = 1'-0"

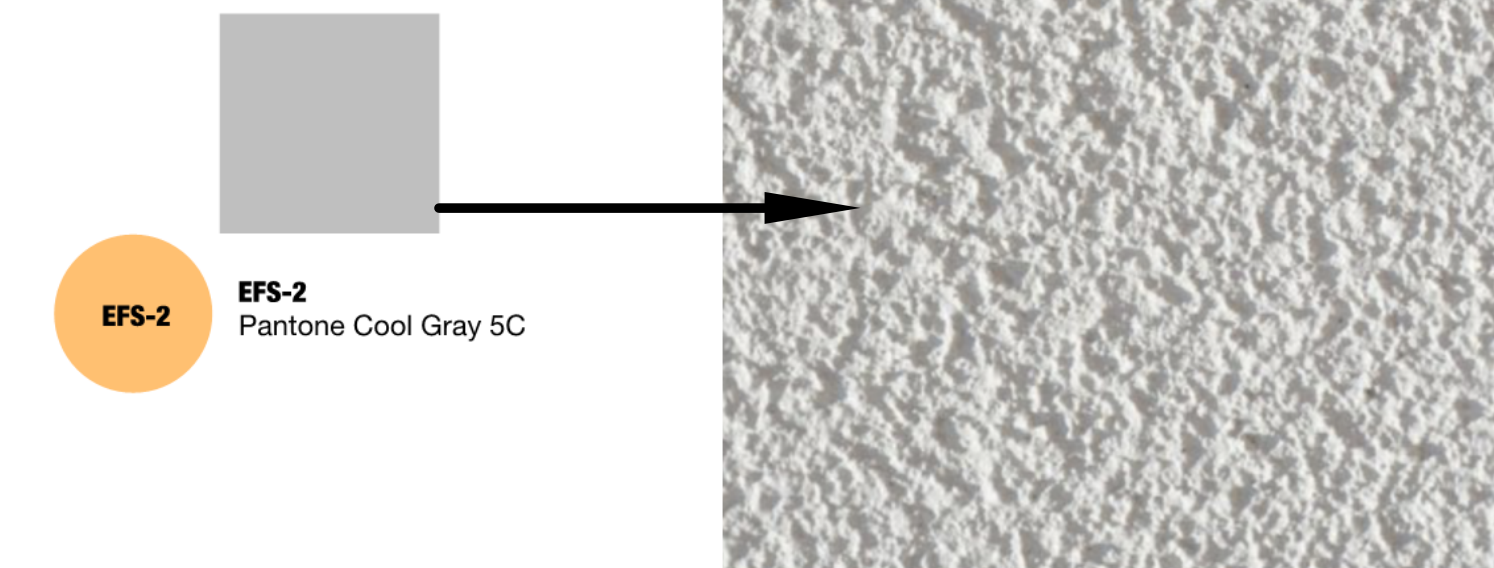


3 REAR ELEVATION
1/16" = 1'-0"

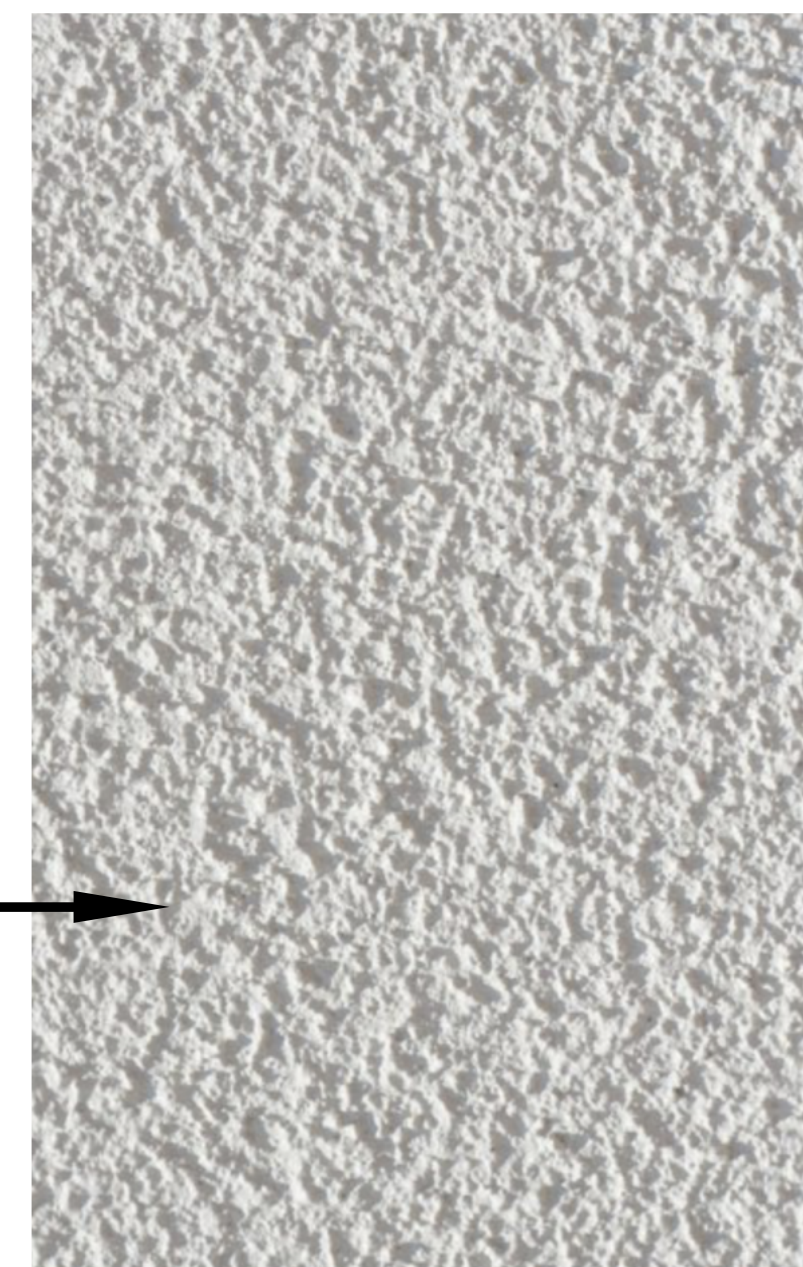


4 LEFT ELEVATION
1/16" = 1'-0"

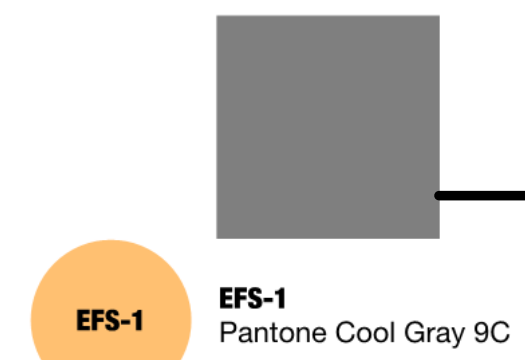
-55-



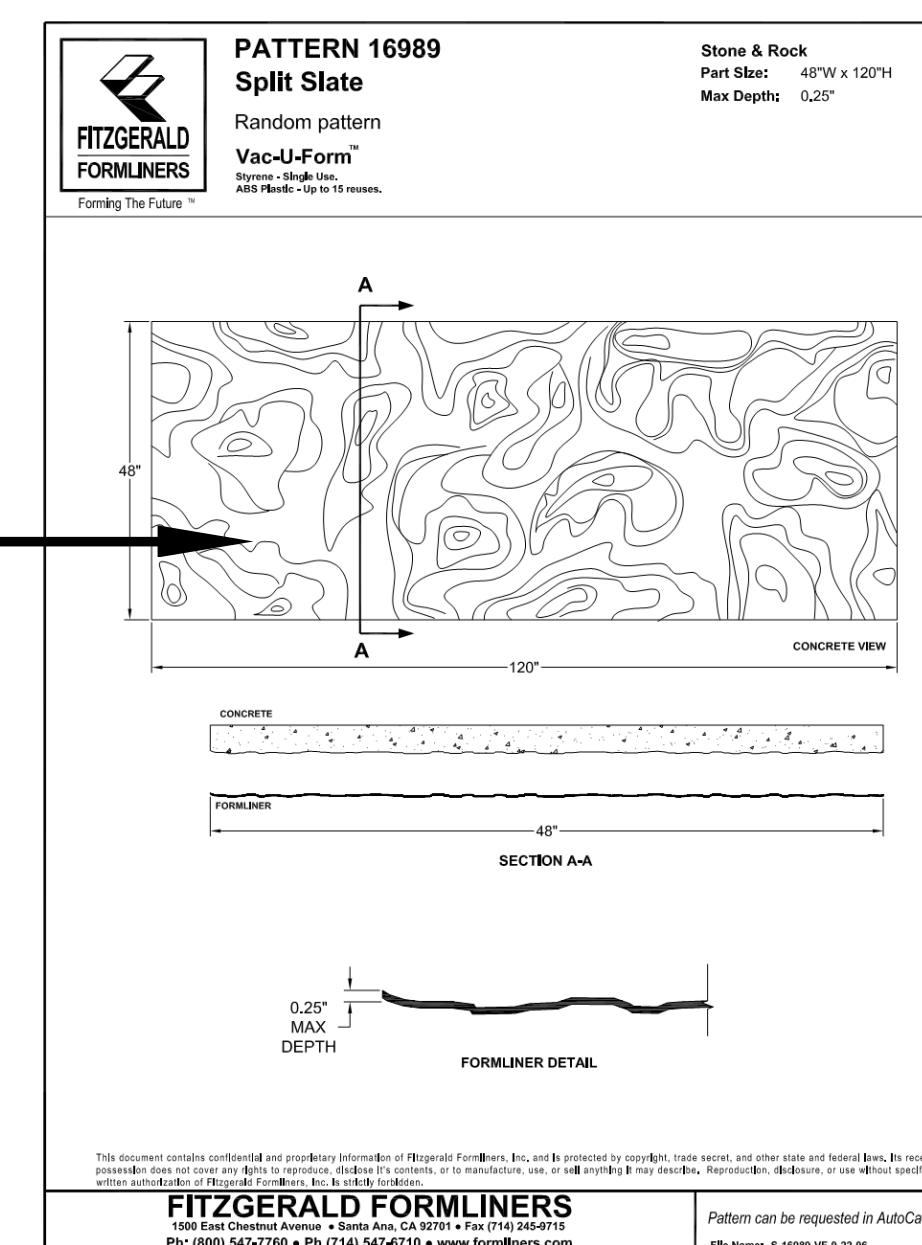
EF5-2 Pantone Cool Gray 5C



B Precast Concrete
Upper body of building above 9'-0".
Flat precast concrete panel with vertical pattern.
Paint with medium texture EFS paint system in field.



EF5-1 Pantone Cool Gray 9C



A Precast Concrete Formliner Type A
Base texture around entire building, unless noted otherwise.
Fitzgerald Formliners
Pattern 16989 Split Slate

No.	Date	Description

GENERAL NOTES

- A. EXISTING TOPO NOT SHOWN FOR CLARITY
- B. THIS OVERALL PLAN IS FOR REFERENCE ONLY. SEE SHEETS L1.1 AND L1.2 FOR PLANT CALL OUTS.

LANDSCAPE REQUIREMENTS (GENERAL)

LANDSCAPE REQUIREMENTS PER CHAPTER 29 OF THE CEDAR FALLS, IOWA ZONING CODE FOR:
Project: The Henry Property Buildings A, B & C, retail and yard and fuel center (excludes future outlots)
Date: Revised 07/27/2018

GENERAL PLANT INFORMATION INFO FOR HCG, HWY-1 & HWY-20 ZONING DISTRICTS

- PLANT MATERIAL TYPE:**
- Overstory tree (30' height & spread at maturity)
 - Install sizes: 4" caliper = 100 points, 3" caliper = 90 points, 2" caliper = 80 points (Less than 30' height & spread at maturity)
 - Install sizes: 2" caliper = 40 points, 1.5" caliper = 30 points, 1.0" caliper = 20 points
 - Understory tree (6' O.C. if single row of arbovitae or juniper)
 - 10' O.C. if double row of arbovitae or juniper
 - 15' O.C. if single row of spruce, pine or fir
 - 20' O.C. if double row of spruce, pine or fir
 - Screening trees
 - Install 10'ht-100 pts, 8'ht-90pts, 6'ht-80 points, 5'ht-40 pts, 4'ht-30 pts, 3'ht = 20pt
 - Shrubs
 - Install sizes: 5 gallon = 10 points, 3 gallon = 5 points
- SUMMARY OF MINIMUM REQUIRED PLANT QUANTITIES/SIZES (excludes outlots)**
- 177 overstory trees 2.0" cal. (HWY-20 = 135 site trees + 29 street, HCG = 7 street + 6 VUA)
 - 142 overstory trees 1.5" cal. (HWY-20 = 73 pkg interior + 56 peripheral, HCG = 13 peripheral)
 - 170 evergreen trees 6' height (HWY-20 = 170 site trees)
 - 25 evergreen trees 3' height (HCG = 25 property line screening)
 - 27 understory trees 1.5" cal. (HWY-20 = 27 site trees)
 - 189 shrubs 5 gallon container (HWY-20 = 189 site shrubs)
 - +/-395 shrubs 36" ht, B&B or cont. (HWY-20 = 280 periph + 26 screen, HCG = 40 vua + 49 peripheral + 5 dumpster screening)

LANDSCAPE REQUIREMENTS (HWY-20 OVERLAY)

HWY-20 OVERLAY CALCULATIONS (EXCLUDES FUEL CENTER & OUTLOTS)
Site Trees: 26.683 AC = 1,359,854 sq ft x 0.02 rate = 91,853.6856 x 0.15 = minus 4,778.05284 (ex. tree credits) = **27,076 landscape points required**
Required points may be reached through several different plant type combinations and sizes. Calculations shown below will utilize the following mix of plants and install sizes, however, mix and install size can be adjusted during design, as long as minimum points are met and existing trees are counted.

*Existing Trees Credit Calculation (08-167h/4)
Existing landscaping may be counted, up to a max. of 15% of the on-site landscaping required. The points reduction listed above is equivalent to (59) 80-point new trees. We estimate 85 or more ex. trees will remain based on a review of aerial imagery and photographs.

- 40% overstory trees / 2" cal. option: 27,076 x 0.40 = 10,830.4 points / 80 pts = **135 trees**
- 3% understory trees / 1.5" cal. option: 27,076 x 0.03 = 812.28 points / 30 pts = **27 trees**
- 50% evergreen trees / 6' ht. option: 27,076 x 0.50 = 13,538 points / 80 pts = **170 trees**
- 7% shrubs / 5 gallon option: 27,076 x 0.07 = 1,895.32 points / 10 pts = **189 shrubs**

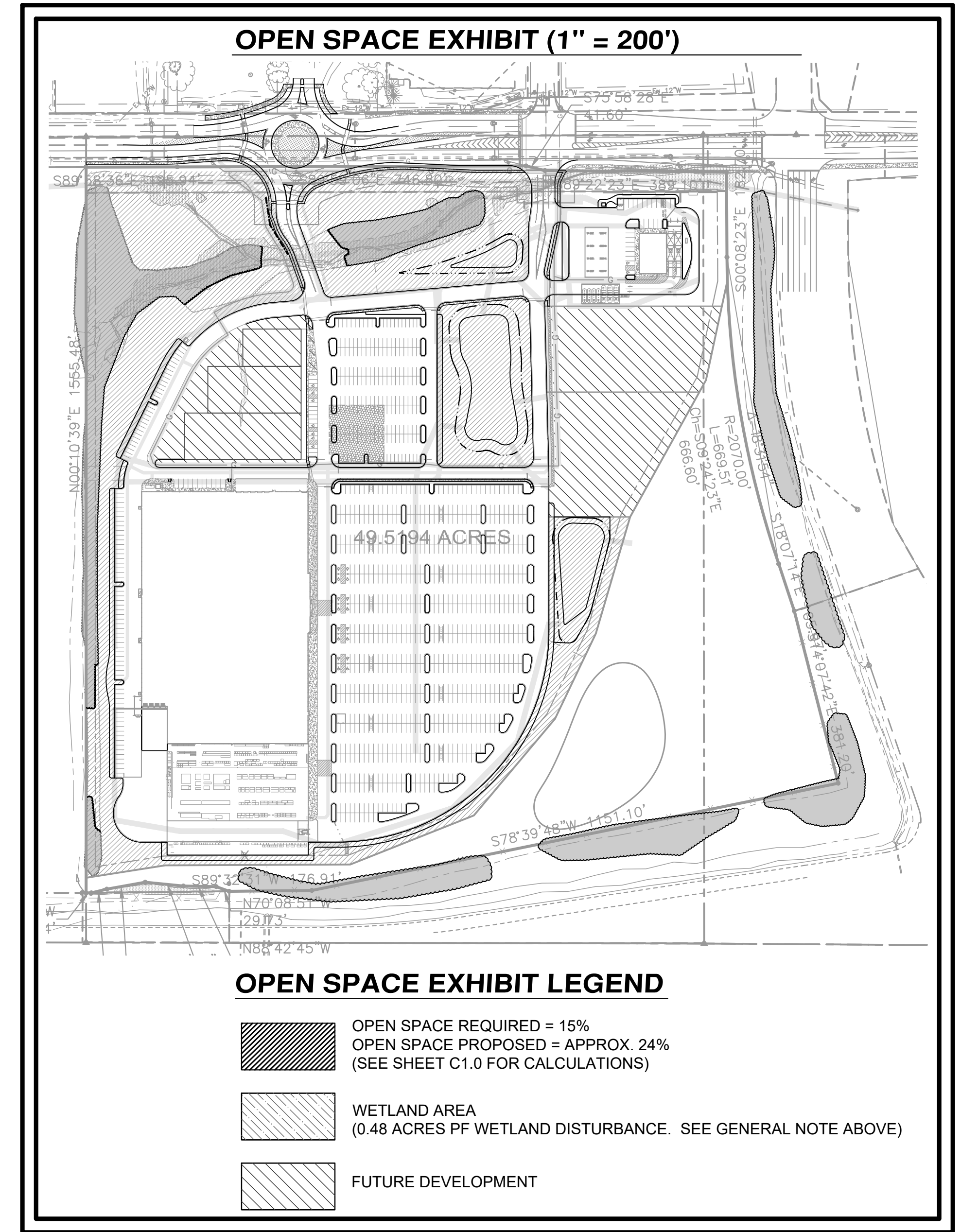
- Street Trees**
- Ridgeway Avenue: 1,394 LF frontage x 0.75 rate = 1045.5 pts / 80 pts (2" cal. overstory option) = **13 trees**
 - Highway 20: 1,639 LF frontage x 0.75 rate = 1229.25 pts / 80 pts (2" cal. overstory option) = **16 trees**
- Parking Lot**
- Interior: 1,096 parking spaces / 15 spaces = **73 trees** (min 1.5" caliper overstory trees)
 - Peripheral trees: 2,774 LF parking perimeter / 50 LF = **56 trees** (assume min. 1.5" caliper overstory)
 - Peripheral shrubs: +/-280 shrubs **280 shrubs**
- Outdoor Storage**: 556 LF 16' high solid fence and 26 screening shrubs provided

LANDSCAPE REQUIREMENTS (HCG OVERLAY)

HCG OVERLAY CALCULATIONS FOR FUEL CENTER (EXCLUDES FUTURE OUTLOTS)
Street Trees in HCG:
Ridgeway Avenue: 390 LF frontage x 0.75 rate = 292.5 pts / 80 pts (2" cal. overstory option) = **4 trees**
Highway 58: 289 LF frontage x 0.75 rate = 216.75 pts / 80 pts (2" cal. overstory option) = **3 trees**

- Vehicular Use Area**
- VUA interior trees: 46,558 SF VUA x .05 = 2,328 SF landscaping **6 trees** (min 2.0" caliper overstory trees) and **+/-40 shrubs** (36" ht or 18" ht were needing low shrubs for vision)
 - VUA interior shrubs: **+/-5 shrubs** at dumpster
 - Screening shrubs: **+/-5 shrubs** at dumpster
 - Peripheral trees: **13 trees** (assume min. 1.5" caliper overstory) (from off street parking requirements)
 - Peripheral shrubs: **+/-49 shrubs** (36" ht BB or cont.) (from off street parking requirements)
- Prop Line Screening**: 290 LF frontage - 43 LF wetland = 247 LF / 20' O.C. option = 12.35 x 2 = **25 trees** (3 ht. evergreen (spruce pine or fir) in double row)

OPEN SPACE EXHIBIT (1" = 200')



Item	Revision Description	Date	Chk.	Dwn.
1	REVISED PER CIVIL CHANGES & OUTLOT ACREAGE REMOVED	07/27/18	HWY	AJH
2	REVISED PER STAFF COMMENTS DATED 08/20/18	08/20/18	HWY	RLG
3	REVISED PER CITY DEVELOPER AND INTERNAL REVIEW COMMENTS	09/25/18	HWY	RLG
4	REVISED PER SITE PLAN UPDATES	11/01/18	HWY	RLG

HENRY PROPERTY
BLACK HAWK COUNTY
CITY OF CEDAR FALLS
CEDAR FALLS, IOWA

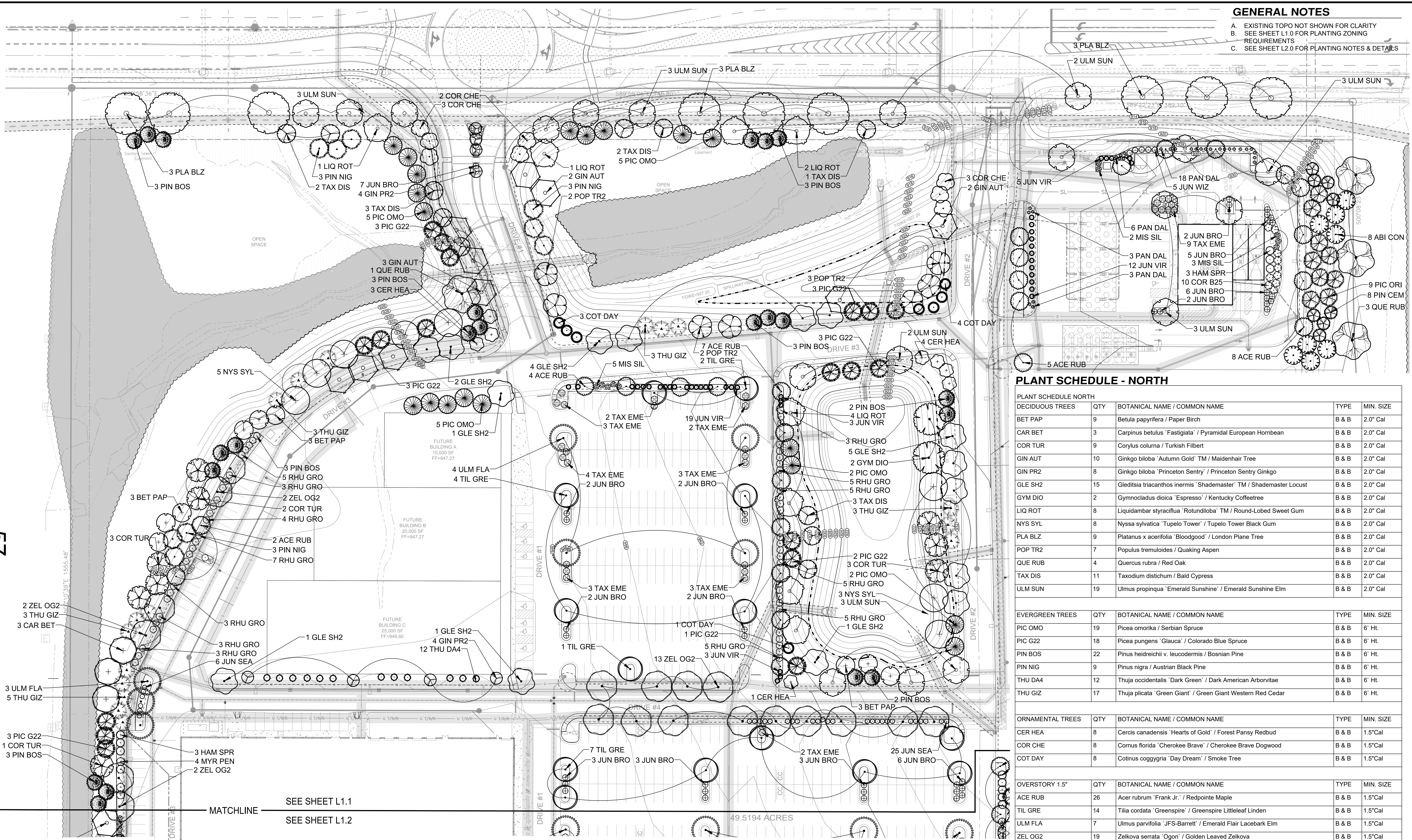
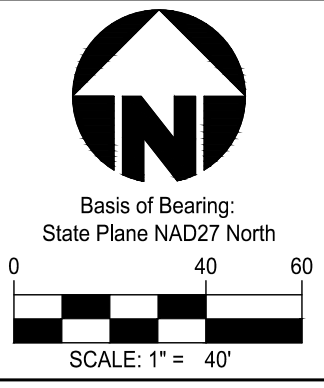
OPEN SPACE EXHIBIT & OVERALL PLANTING

bayer becker
LANDSCAPE ARCHITECTS
6800 Tylerville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 17-0335.LA
Drawn by: HWY
Checked by:
Issue Date: 07/09/2018
Sheet:

GENERAL NOTES

- A. EXISTING TOPO NOT SHOWN FOR CLARITY
- B. SEE SHEET L1.0 FOR PLANTING ZONING REQUIREMENTS
- C. SEE SHEET L2.0 FOR PLANTING NOTES & DETAILS

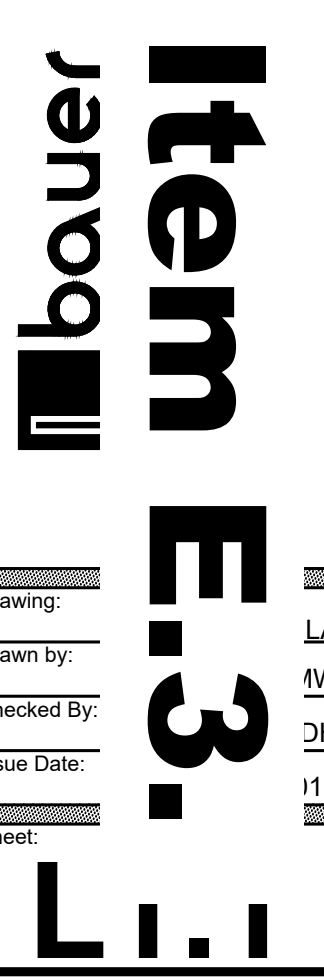


PLANT SCHEDULE - NORTH

PLANT SCHEDULE NORTH				
DECIDUOUS TREES	QTY	BOTANICAL NAME / COMMON NAME	TYPE	MIN. SIZE
BET PAP	9	Betula papyrifera / Paper Birch	B & B	2.0" Cal
CAR BET	3	Carpinus betulus 'Fastigiata' / Pyramidal European Hornbeam	B & B	2.0" Cal
COR TUR	9	Corylus colurna / Turkish Filbert	B & B	2.0" Cal
GIN AUT	10	Ginkgo biloba 'Autumn Gold' TM / Maidenhair Tree	B & B	2.0" Cal
GIN PR2	8	Ginkgo biloba 'Princeton Sentry' / Princeton Sentry Ginkgo	B & B	2.0" Cal
GLE SH2	15	Gleditsia triacanthos inermis 'Shademaster' TM / Shademaster Locust	B & B	2.0" Cal
GYM DIO	2	Gymnocladus dioica 'Espresso' / Kentucky Coffeetree	B & B	2.0" Cal
LIQ ROT	8	Liquidambar styraciflua 'Rotundiloba' TM / Round-Lobed Sweet Gum	B & B	2.0" Cal
NYS SYL	8	Nyssa sylvatica 'Tupelo Tower' / Tupelo Tower Black Gum	B & B	2.0" Cal
PLA BLZ	9	Platanus x acerifolia 'Bloodgood' / London Plane Tree	B & B	2.0" Cal
POP TR2	7	Populus tremuloides / Quaking Aspen	B & B	2.0" Cal
QUE RUB	4	Quercus rubra / Red Oak	B & B	2.0" Cal
TAX DIS	11	Taxodium distichum / Bald Cypress	B & B	2.0" Cal
ULM SUN	19	Ulmus propinqua 'Emerald Sunshine' / Emerald Sunshine Elm	B & B	2.0" Cal
EVERGREEN TREES				
PIC OMO	QTY	BOTANICAL NAME / COMMON NAME	TYPE	MIN. SIZE
PIC OMO	19	Picea omorika / Serbian Spruce	B & B	6" Ht.
PIC G22	18	Picea pungens 'Glauca' / Colorado Blue Spruce	B & B	6" Ht.
PIN BOS	22	Pinus heidreichii v. leucodermis / Bosnian Pine	B & B	6" Ht.
PIN NIG	9	Pinus nigra / Austrian Black Pine	B & B	6" Ht.
THU DA4	12	Thuja occidentalis 'Dark Green' / Dark American Arborvitae	B & B	6" Ht.
THU GIZ	17	Thuja plicata 'Green Giant' / Green Giant Western Red Cedar	B & B	6" Ht.
ORNAMENTAL TREES				
CER HEA	QTY	BOTANICAL NAME / COMMON NAME	TYPE	MIN. SIZE
CER HEA	8	Cercis canadensis 'Hearts of Gold' / Forest Pansy Redbud	B & B	1.5" Cal
COR CHE	8	Cornus florida 'Cherokee Brave' / Cherokee Brave Dogwood	B & B	1.5" Cal
COT DAY	8	Cotinus coggygria 'Day Dream' / Smoke Tree	B & B	1.5" Cal
OVERSTORY 1.5"				
ACE RUB	QTY	BOTANICAL NAME / COMMON NAME	TYPE	MIN. SIZE
ACE RUB	26	Acer rubrum 'Frank Jr.' / Redpointe Maple	B & B	1.5" Cal
TIL GRE	14	Tilia cordata 'Greenspire' / Greenspire Littleleaf Linden	B & B	1.5" Cal
ULM FLA	7	Ulmus parvifolia 'JFS-Barrett' / Emerald Flair Lacebark Elm	B & B	1.5" Cal
ZEL OG2	19	Zelkova serrata 'Ogon' / Golden Leaved Zelkova	B & B	1.5" Cal
SCREENING TREES				
ABI CON	QTY	BOTANICAL NAME / COMMON NAME	TYPE	MIN. SIZE
ABI CON	8	Abies concolor / White Fir	B & B	3' Ht.
PIC ORI	9	Picea orientalis / Oriental Spruce	B & B	3' Ht.
PIN CEM	8	Pinus cembra / Swiss Stone Pine	B & B	3' Ht.
SHRUBS				
COR B25	QTY	BOTANICAL NAME / COMMON NAME	SIZE	HEIGHT
COR B25	10	Cornus sericea 'Baileyi' / Red Twig Dogwood	B&B	36" Ht.
HAM SPR	6	Hamamelis vernalis / Spring Blooming Witchhazel	B & B	36" Ht.
JUN SEA	31	Juniperus chinensis 'Sea Green' / Sea Green Juniper	B&B	36" Ht.
JUN BRO	45	Juniperus sabina 'Broadmoor' / Broadmoor Juniper	5 gal	12" Ht.
JUN WIZ	5	Juniperus scopulorum 'Wichita Blue' / Wichita Blue Juniper	B & B	36" Ht.
JUN VIR	42	Juniperus virginiana 'Grey Owl' / Grey Owl Juniper	B&B	36" Ht.
MIS SIL	10	Miscanthus sinensis 'Silberfeder' / Silver Feather Grass	5 gal	36" Ht.
MYR PEN	4	Myrica pensylvanica / Northern Bayberry	B&B	36" Ht.
PAN DAL	30	Panicum virgatum 'Dallas Blues' TM / Dallas Blues Switch Grass	5 gal	
RHU GRO	56	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	5 gal	18" Ht.
TAX EME	31	Taxus cuspidata 'Emerald Spreader' TM / Emerald Spreader Japanese Yew	3 gal	12" Ht.

HENRY PROPERTY
 BLACK HAWK COUNTY
 CITY OF CEDAR FALLS
 CEDAR FALLS, IOWA

PLANTING PLAN - NORTH

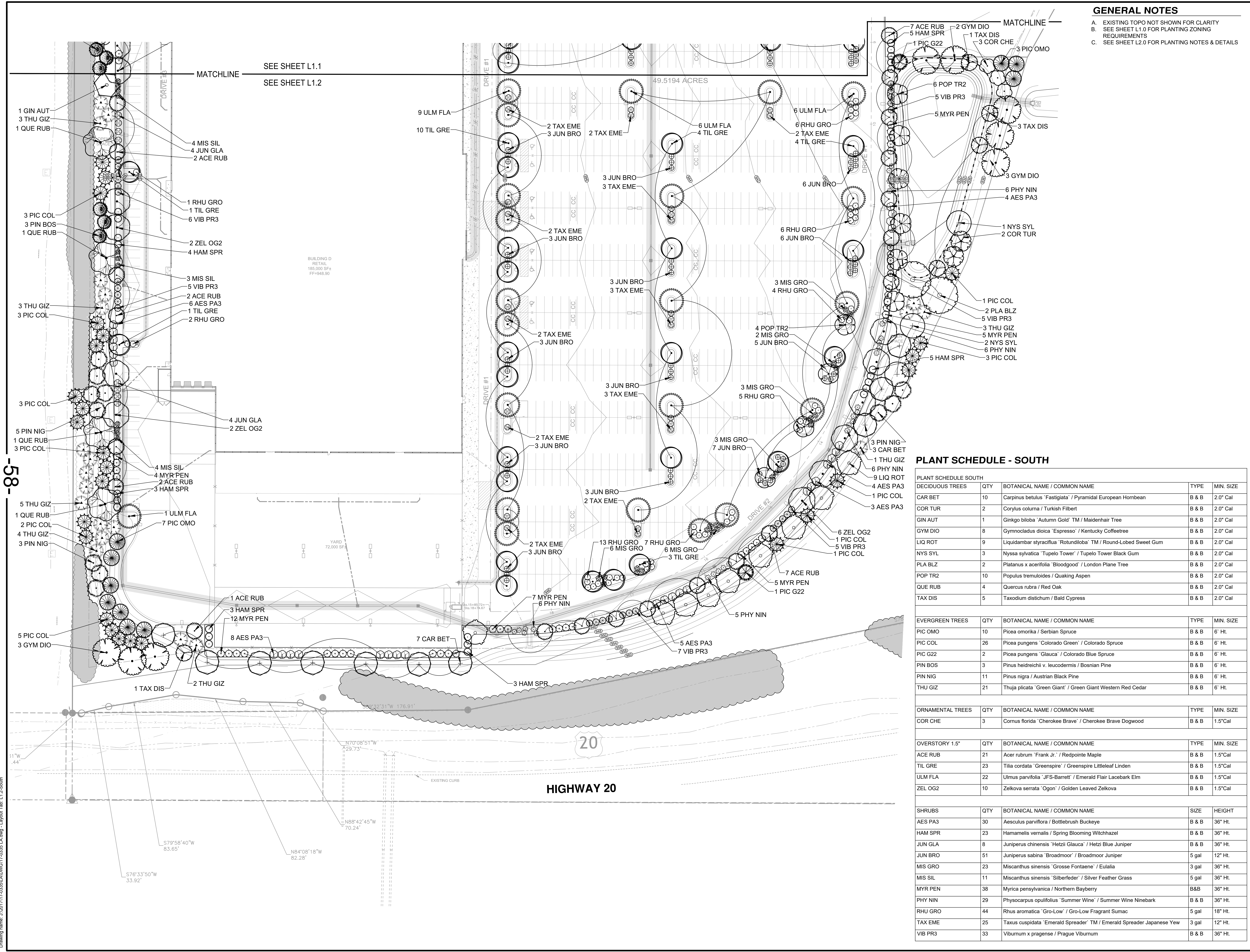


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GENERAL NOTES

- A. EXISTING TOPO NOT SHOWN FOR CLARITY
- B. SEE SHEET L1.0 FOR PLANTING ZONING REQUIREMENTS
- C. SEE SHEET L2.0 FOR PLANTING NOTES & DETAILS



PLANT SCHEDULE - SOUTH

PLANT SCHEDULE SOUTH	QTY	BOTANICAL NAME / COMMON NAME	TYPE	MIN. SIZE
DECIDUOUS TREES				
CAR BET	10	Carpinus betulus 'Fastigiata' / Pyramidal European Hornbeam	B & B	2.0" Cal
COR TUR	2	Corylus colurna / Turkish Filbert	B & B	2.0" Cal
GIN AUT	1	Ginkgo biloba 'Autumn Gold' TM / Maidenhair Tree	B & B	2.0" Cal
GYM DIO	8	Gymnocladus dioica 'Espresso' / Kentucky Coffeetree	B & B	2.0" Cal
LIQ ROT	9	Liquidambar styraciflua 'Rotundiloba' TM / Round-Lobed Sweet Gum	B & B	2.0" Cal
NYS SYL	3	Nyssa sylvatica 'Tupelo Tower' / Tupelo Tower Black Gum	B & B	2.0" Cal
PLA BLZ	2	Platanus x acerifolia 'Bloodgood' / London Plane Tree	B & B	2.0" Cal
POP TR2	10	Populus tremuloides / Quaking Aspen	B & B	2.0" Cal
QUE RUB	4	Quercus rubra / Red Oak	B & B	2.0" Cal
TAX DIS	5	Taxodium distichum / Bald Cypress	B & B	2.0" Cal
EVERGREEN TREES				
PIC OMO	10	Picea omorika / Serbian Spruce	B & B	6" Ht.
PIC COL	26	Picea pungens 'Colorado Green' / Colorado Spruce	B & B	6" Ht.
PIC G22	2	Picea pungens 'Glauca' / Colorado Blue Spruce	B & B	6" Ht.
PIN BOS	3	Pinus heidreichii v. leucodermis / Bosnian Pine	B & B	6" Ht.
PIN NIG	11	Pinus nigra / Austrian Black Pine	B & B	6" Ht.
THU GIZ	21	Thuja plicata 'Green Giant' / Green Giant Western Red Cedar	B & B	6" Ht.
ORNAMENTAL TREES				
COR CHE	3	Cornus florida 'Cherokee Brave' / Cherokee Brave Dogwood	B & B	1.5" Cal
OVERSTORY 1.5"				
ACE RUB	21	Acer rubrum 'Frank Jr.' / Redpointe Maple	B & B	1.5" Cal
TIL GRE	23	Tilia cordata 'Greenspire' / Greenspire Littleleaf Linden	B & B	1.5" Cal
ULM FLA	22	Ulmus parvifolia 'JFS-Barrett' / Emerald Flair Lacebark Elm	B & B	1.5" Cal
ZEL OG2	10	Zelkova serrata 'Ogon' / Golden Leaved Zelkova	B & B	1.5" Cal
SHRUBS				
AES PA3	30	Aesculus parviflora / Bottlebrush Buckeye	B & B	36" Ht.
HAM SPR	23	Hamamelis vernalis / Spring Blooming Witchhazel	B & B	36" Ht.
JUN GLA	8	Juniperus chinensis 'Hetzi Glauca' / Hetzi Blue Juniper	B & B	36" Ht.
JUN BRO	51	Juniperus sabina 'Broadmoor' / Broadmoor Juniper	5 gal	12" Ht.
MIS GRO	23	Miscanthus sinensis 'Grosse Fontaene' / Eulalia	3 gal	36" Ht.
MIS SIL	11	Miscanthus sinensis 'Silberfeder' / Silver Feather Grass	5 gal	36" Ht.
MYR PEN	38	Myrica pensylvanica / Northern Bayberry	B&B	36" Ht.
PHY NIN	29	Physocarpus opulifolius 'Summer Wine' / Summer Wine Ninebark	B & B	36" Ht.
RHU GRO	44	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	5 gal	18" Ht.
TAX EME	25	Taxus cuspidata 'Emerald Spreader' TM / Emerald Spreader Japanese Yew	3 gal	12" Ht.
VIB PR3	33	Viburnum x pragensis / Prague Viburnum	B & B	36" Ht.

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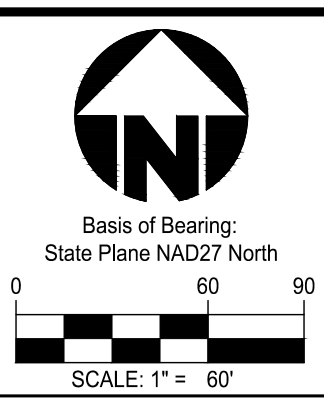
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HENRY PROPERTY
BLACK HAWK COUNTY
CITY OF CEDAR FALLS
CEDAR FALLS, IOWA

bayer becker
LANDSCAPE ARCHITECTS
6600 Tylerville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 17-0335.LA
Drawn by: HMW
Checked by: SAL
Issue Date: 07/09/2018

Sheet: **L1.2**



GENERAL NOTES

1. SEE SEEDING AND MULCH LEGEND BELOW

PERMANENT SEED MIXTURE

SUDAS Standard Specifications Division 9 - Site Work and Landscaping
Section 9010 - Seeding

2.02 SEED MIXTURES AND SEEDING DATES

See the contract documents for the specified seed mixture. If a mixture is not specified, use the following. The Contractor may submit a modification of the mixture for the Engineer's consideration.

A. **Type 1 (Permanent Lawn Mixture):** Used for residential and commercial turf sites, fertilized, and typically mowed. Use between March 1 and May 31 and between August 10 and September 30.

Table 9010.06: Type 1 Seed Mixture¹

Common Name	Application Rate lb/acre
Creeping red fescue	25
Turf-type perennial ryegrass ²	20
Kentucky bluegrass cultivar ³	65
Kentucky bluegrass cultivar ³	65
Kentucky bluegrass cultivar ³	65

¹ A commercial mixture may be used if it contains a high percentage of similar bluegrasses; it may or may not contain creeping red fescue.
² Choose two different cultivars of turf-type perennial ryegrass, at 20 lbs/acre each.
³ Choose three different cultivars of Kentucky bluegrass, at 65 lbs/acre each.

SWALE SEED MIX (UPPER PORTION OF BASINS)

WWW.CARDNONATIVEPLANTNURSERY.COM, PH: 574-586-2412, EMAIL: JASON.FRITZ@CARDNO.COM

Swale Seed Mix

Best suited for drainage swales or depressions, areas that temporarily retain water used for a rain event or dry bottomed detention basins. The native plants used in this mix help filter pollutants from lawns and pavement runoff and includes at least 10 to 12 native permanent grass and sedge species and 12 of 17 native forb species to provide diversity for establishment. Apply at 32.30 PLS pounds per acre.

Botanical Name	Common Name	PLS Ounces/Acre	Seeds/Oz	Seeds/SQ FT
Permanent Grasses/Sedges:				
<i>Andropogon gerardii</i>	Big Bluestem	4.00	8188	0.75
<i>Carex comosa</i>	Bristly Sedge	2.50	41183	2.36
<i>Carex crinitella</i>	Crested Owl Sedge	2.00	59000	2.71
<i>Carex lurida</i>	Bottlebrush Sedge	2.50	12000	0.69
<i>Carex spp.</i>	Prairie Sedge Mix	8.00	33422	6.14
<i>Carex vulpinoidea</i>	Brown Fox Sedge	4.00	125000	11.48
<i>Elymus virginicus</i>	Virginia Wild Rye	8.00	4375	0.80
<i>Glyceria striata</i>	Fowl Manna Grass	1.00	125000	2.87
<i>Panicum virgatum</i>	Switch Grass	2.00	28356	1.30
<i>Scirpus atrovirens</i>	Dark Green Rush	2.00	187500	8.61
<i>Scirpus cypripus</i>	Wool Grass	1.00	562500	12.91
<i>Spartina pectinata</i>	Prairie Cord Grass	3.00	15750	1.08
Total		40.00		51.71
Temporary Cover:				
<i>Avena sativa</i>	Common Oat	360.00	8125	67.15
<i>Lolium multiflorum</i>	Annual Rye	100.00	14188	32.57
Total		460.00		99.72

Botanical Name	Common Name	PLS Ounces/Acre	Seeds/Oz	Seeds/SQ FT
Forbs:				
<i>Ailanthus spp.</i>	Water Plantain (Various N)	1.00	70175	1.61
<i>Asclepias incarnata</i>	Swamp Milkweed	2.00	4540	0.21
<i>Coreopsis tripteris</i>	Tall Coreopsis	1.00	11500	0.26
<i>Eutrochium maculatum</i>	Spotted Joe-Pye Weed	0.25	78125	0.45
<i>Iris virginica</i>	Blue Flag	4.00	1400	0.13
<i>Liatris spicata</i>	Manly Blazing Star	1.00	12000	0.28
<i>Lobelia cardinalis</i>	Cardinal Flower	0.25	437000	2.51
<i>Lobelia siphilitica</i>	Great Blue Lobelia	0.50	520000	5.97
<i>Lycopus americanus</i>	Common Water Horehound	0.25	235000	1.35
<i>Pycnanthemum virginianum</i>	Common Mountain Mint	0.50	331250	3.80
<i>Rudbeckia triloba</i>	Brown-Eyed Susan	0.50	33000	0.38
<i>Sagittaria latifolia</i>	Common Arrowhead	0.25	56700	0.33
<i>Senna hebecarpa</i>	Wild Senna	1.00	1400	0.03
<i>Siphium angustifolium</i>	Prairie Dock	1.00	1100	0.03
<i>Symphoricarpos novae-angliae</i>	New England Aster	1.00	76000	1.74
<i>Verbena hastata</i>	Blue Vervain	1.50	125000	4.30
<i>Zizia aurea</i>	Golden Alexanders	0.75	12000	0.21
Total		16.75		23.37

Native Component	PLS lbs./Acre	PLS Seeds/Acre	PLS Seeds/Sq. Ft.	% of Native Mix
Forbs	1.05	1,016,166	23.37	31.13%
Grasses	2.50	2,252,548	61.71	68.87%
Total Natives	3.55	3,270,734	75.09	100.00%
Cover	28.75	4,343,800	99.72	
Totals	32.30	7,614,534	174.81	

STORMWATER SEED MIX (LOWER PORTION OF BASINS)

WWW.CARDNONATIVEPLANTNURSERY.COM, PH: 574-586-2412, EMAIL: JASON.FRITZ@CARDNO.COM

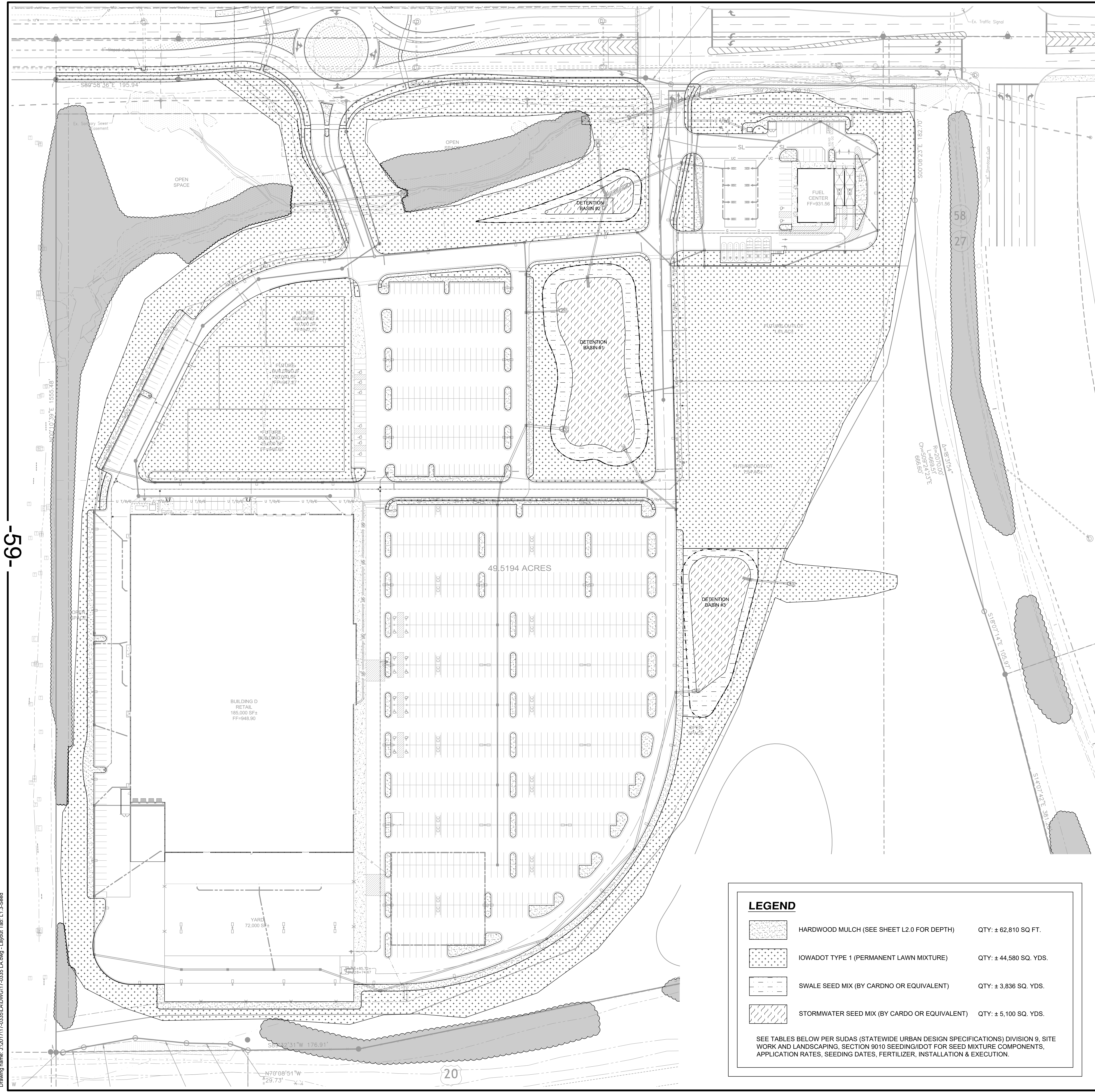
Stormwater Seed Mix

A wetland seed mix for saturated soils in a detention pond of for seeding a saturated basin. This mix will tolerate highly fluctuating water levels and poor water quality associated with urban stormwater wetlands and ponds. For detention basins that experience long, dry periods, use the Economy Prairie seed mix in the upper third to half of the basin in combination with this mix. This seed mix includes at least 10 to 12 native permanent grasses and sedge species and 12 of 16 native forb species. Apply at 32.81 PLS pounds per acre.

Botanical Name	Common Name	PLS Ounces/Acre	Seeds/Oz	Seeds/SQ FT
Permanent Grasses/Sedges/Rushes:				
<i>Boboschoenus fluviatilis</i>	River Bulrush	0.25	27500	0.16
<i>Carex crinitella</i>	Crested Owl Sedge	2.00	59000	2.71
<i>Carex lurida</i>	Bottlebrush Sedge	3.00	12000	0.83
<i>Carex vulpinoidea</i>	Brown Fox Sedge	8.00	125000	17.22
<i>Elymus virginicus</i>	Virginia Wild Rye	13.50	4375	1.36
<i>Glyceria striata</i>	Fowl Manna Grass	1.25	125000	3.59
<i>Juncus effusus</i>	Common Rush	2.00	281000	12.90
<i>Leersia oryzoides</i>	Rice Cut Grass	1.00	94500	2.17
<i>Panicum virgatum</i>	Switch Grass	2.00	28356	1.30
<i>Schoenoplectus tabernaemontani</i>	Softstem Bulrush	3.00	37813	2.6
<i>Scirpus atrovirens</i>	Dark Green Rush	2.00	187500	8.61
<i>Scirpus cypripus</i>	Wool Grass	1.00	562500	12.91
Total		37.00		66.19
Temporary Cover:				
<i>Avena sativa</i>	Common Oat	360.00	8125	67.15
<i>Lolium multiflorum</i>	Annual Rye	100.00	14188	32.57
Total		460.00		99.72

Botanical Name	Common Name	PLS Ounces/Acre	Seeds/Oz	Seeds/SQ FT
Forbs & Shrubs:				
<i>Ailanthus spp.</i>	Water Plantain (Vario)	4.25	70175	6.85
<i>Asclepias incarnata</i>	Swamp Milkweed	1.50	4540	0.16
<i>Bidens spp.</i>	Bidens (Various Mix)	2.00	14175	0.65
<i>Helenium autumnale</i>	Sneezeweed	2.00	141750	6.51
<i>Iris virginica</i>	Blue Flag	4.00	1400	0.13
<i>Lycopus americanus</i>	Common Water Hore	0.25	235000	1.35
<i>Mirabilis jalapa</i>	Monkey Flower	1.00	283500	6.51
<i>Oligoneuron rigidifolium</i>	Riddell's Goldenrod	0.50	94500	1.08
<i>Penthorum sedoides</i>	Ditch Stonecrop	0.50	35063	0.41
<i>Polygonum spp.</i>	Pinkweed (Various M)	4.00	4063	0.37
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed St.	1.00	45000	1.06
<i>Rudbeckia triloba</i>	Brown-Eyed Susan	1.50	33000	1.14
<i>Sagittaria latifolia</i>	Common Arrowhead	1.00	56700	1.30
<i>Senna hebecarpa</i>	Wild Senna	1.00	1400	0.03
<i>Symphoricarpos novae-angliae</i>	New England Aster	1.50	76000	2.62
<i>Thalictrum dasycarpum</i>	Purple Meadow Rue	2.00	13500	0.62
Total		28.00		30.78

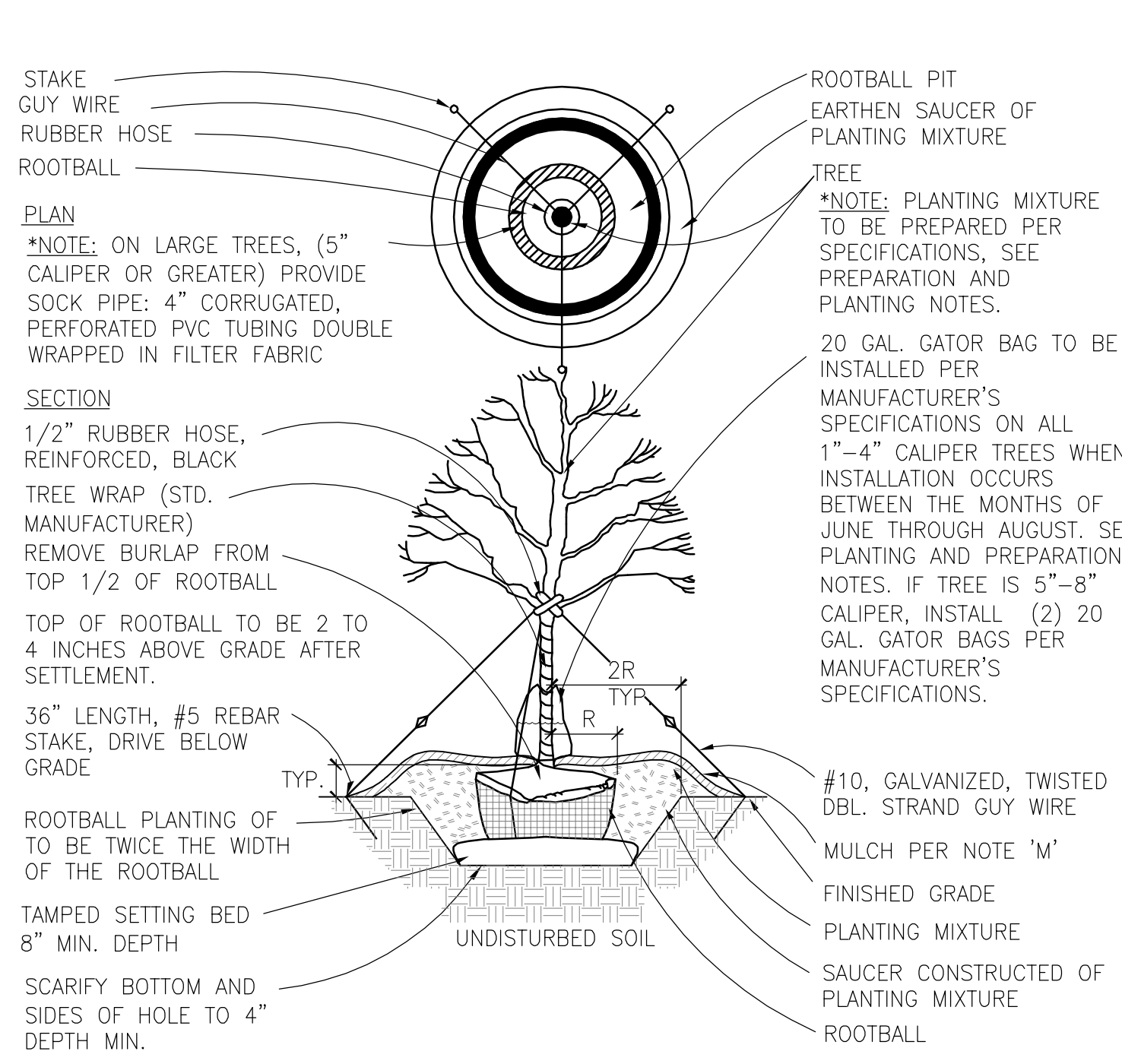
Native Component	PLS lbs./Acre	PLS Seeds/Acre	PLS Seeds/Sq. Ft.	% of Native Mix
Forbs	1.75	1,340,887	30.78	31.74%
Grasses	2.31	2,883,281	66.19	68.26%
Total Natives	4.06	4,224,168	96.97	100.00%
Cover	28.75	4,343,800	99.72	
Totals	32.81	8,567,968	196.69	



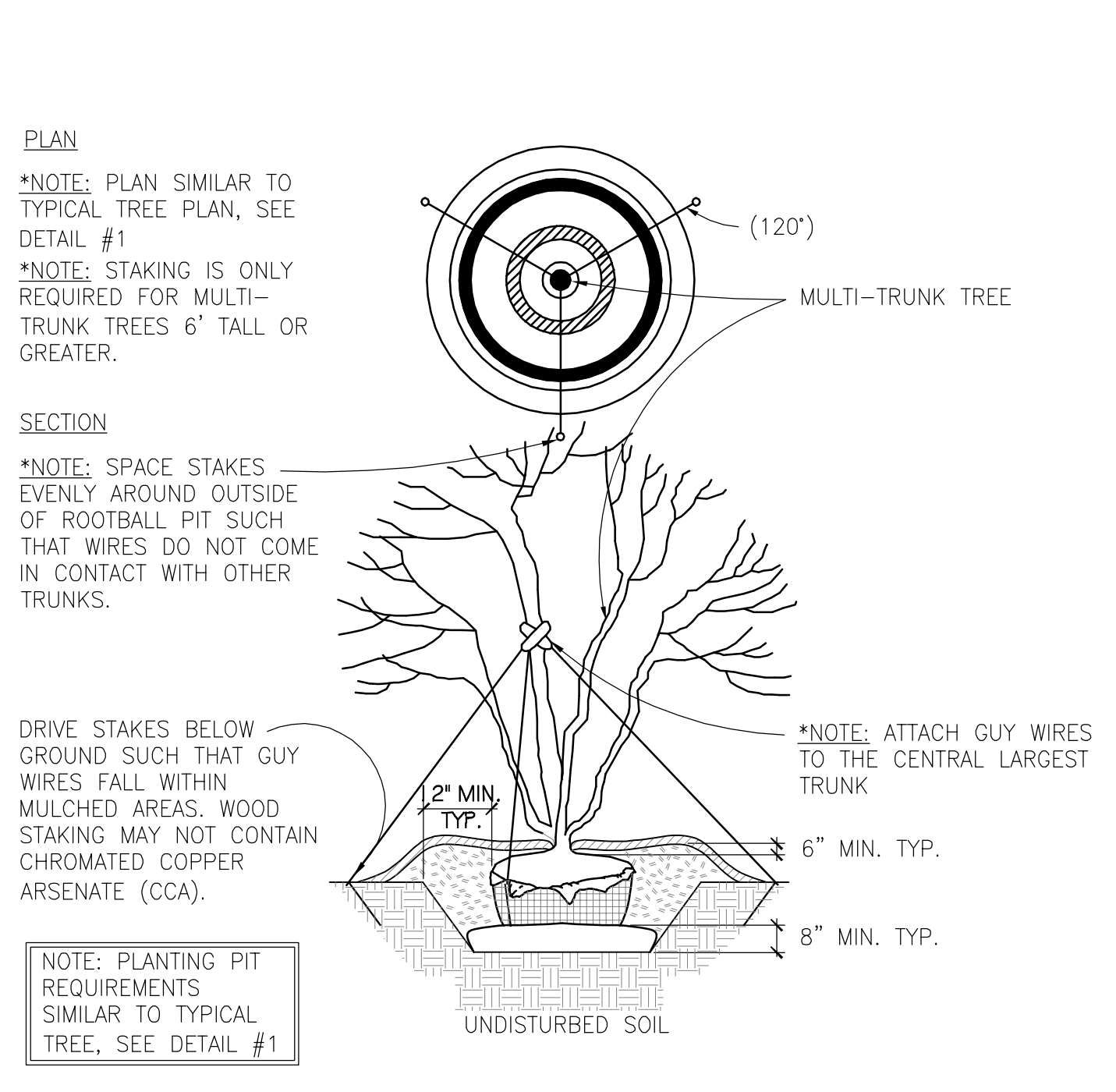
LEGEND

- HARDWOOD MULCH (SEE SHEET L2.0 FOR DEPTH) QTY: ± 62,810 SQ. FT.
- IOWADOT TYPE 1 (PERMANENT LAWN MIXTURE) QTY: ± 44,580 SQ. YDS.
- SWALE SEED MIX (BY CARDNO OR EQUIVALENT) QTY: ± 3,836 SQ. YDS.
- STORMWATER SEED MIX (BY CARDNO OR EQUIVALENT) QTY: ± 5,100 SQ. YDS.

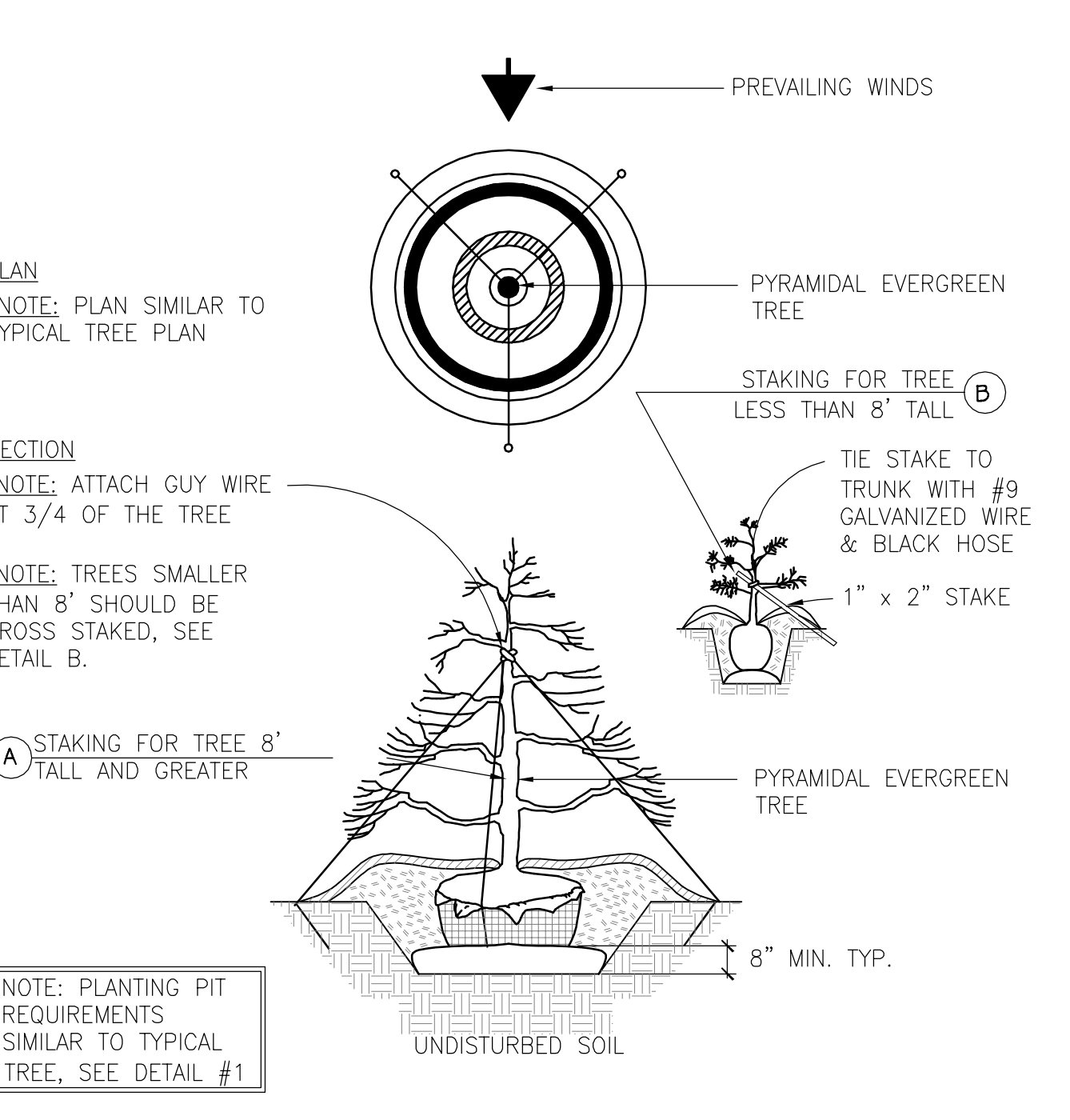
SEE TABLES BELOW PER SUDAS (STATEWIDE URBAN DESIGN SPECIFICATIONS) DIVISION 9, SITE WORK AND LANDSCAPING, SECTION 9010 SEEDING/IDOT FOR SEED MIXTURE COMPONENTS, APPLICATION RATES, SEEDING DATES, FERTILIZER, INSTALLATION & EXECUTION.



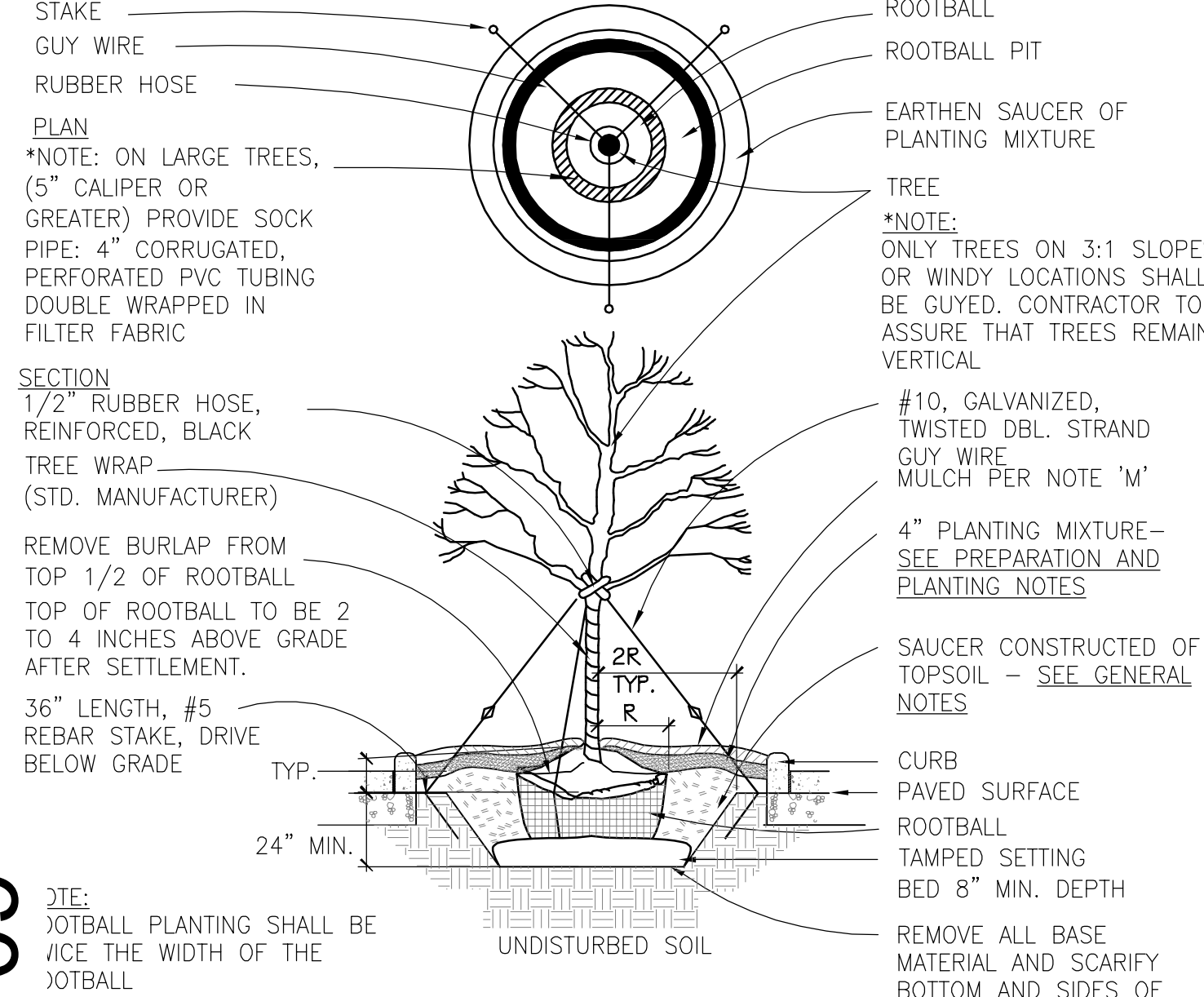
1 TYP. TREE PLANTING DETAIL
SCALE: NOT TO SCALE



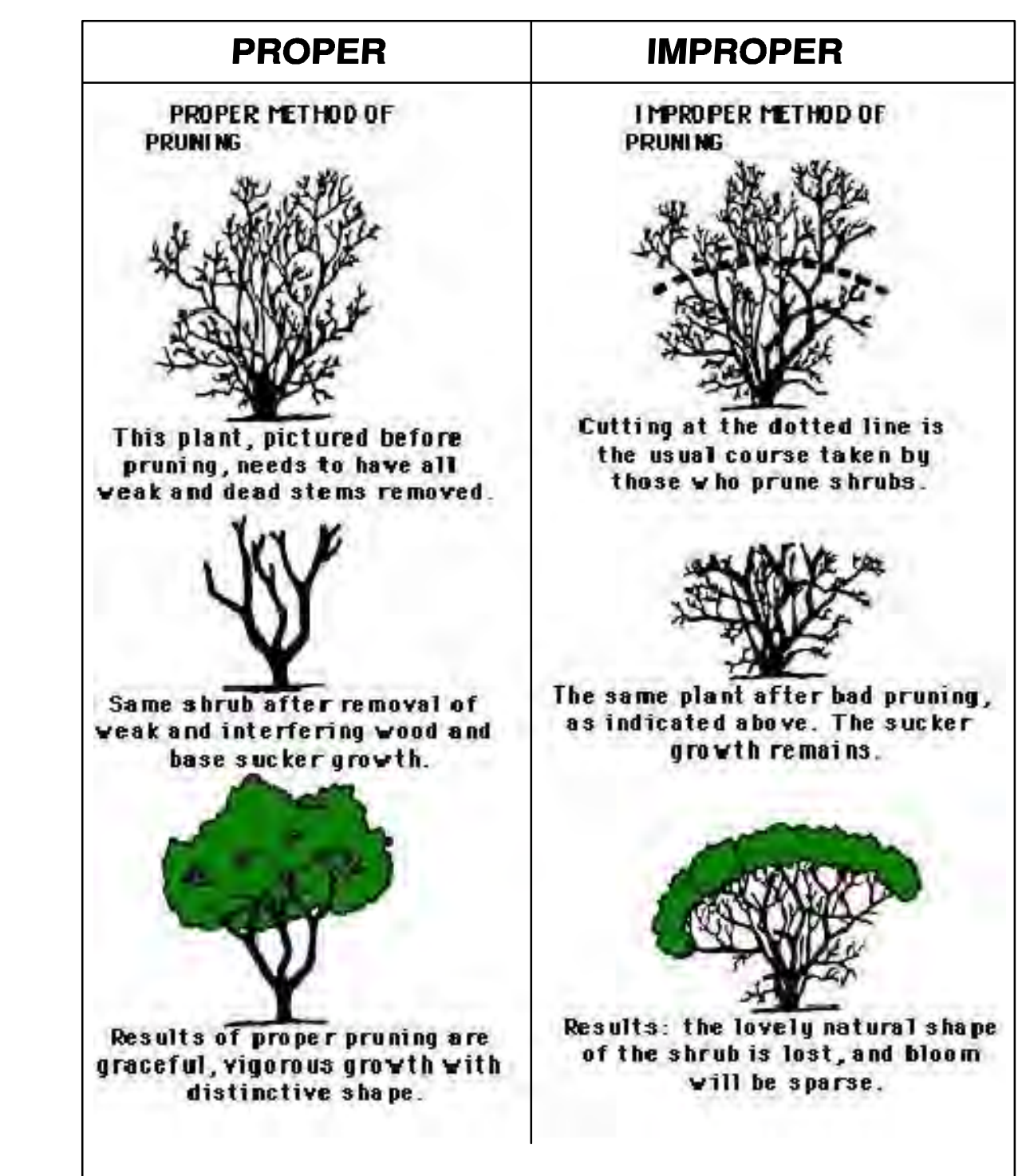
2 CLUMP TREE PLANTING DETAIL
SCALE: NOT TO SCALE



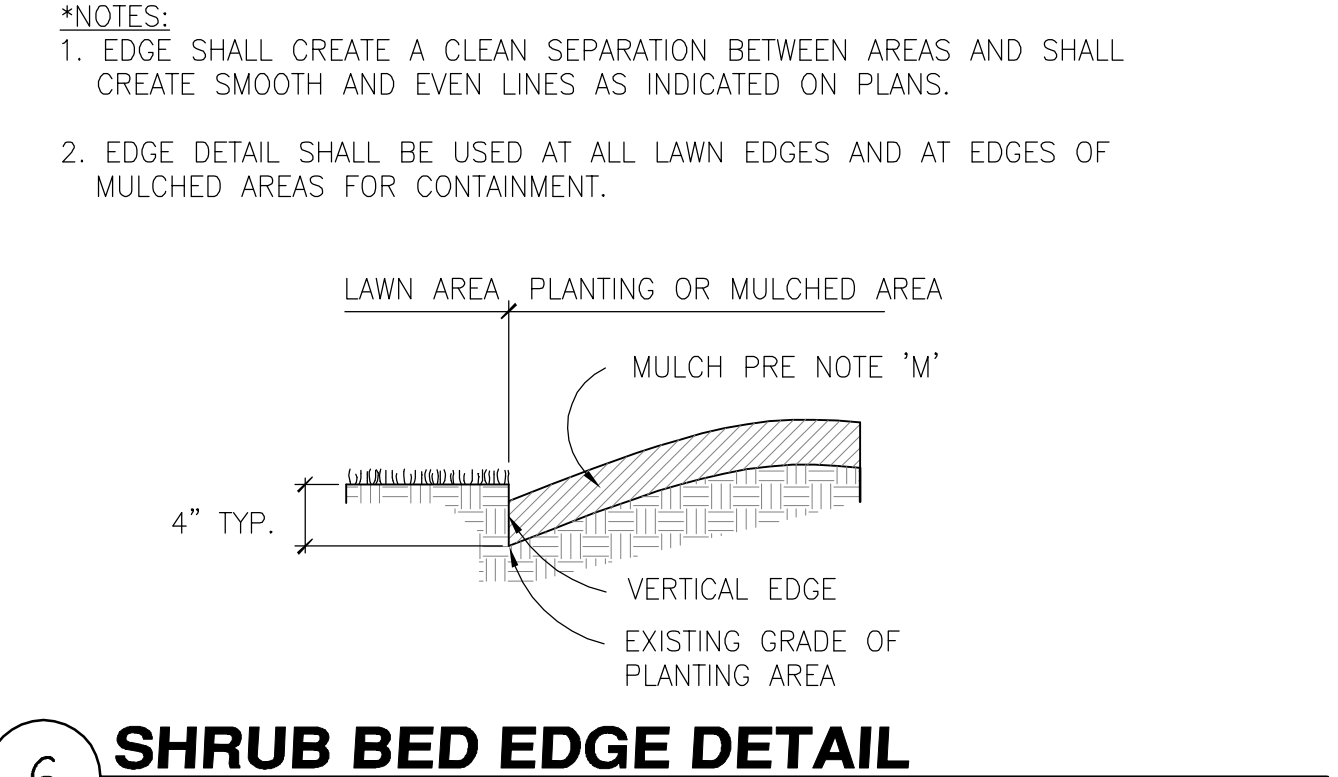
3 EVERGREEN TREE DETAIL
SCALE: NOT TO SCALE



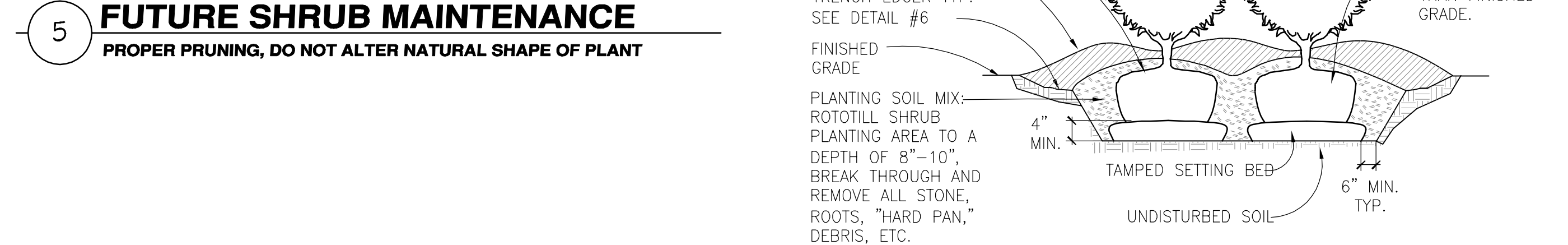
4 TYP. TREE ISLAND PLANTING DETAIL
SCALE: NOT TO SCALE



5 FUTURE SHRUB MAINTENANCE
PROPER PRUNING, DO NOT ALTER NATURAL SHAPE OF PLANT



6 SHRUB BED EDGE DETAIL
SCALE: NOT TO SCALE



7 SHRUB PLANTING DETAIL
SCALE: NOT TO SCALE

PREPARATION AND PLANTING

- A. NOTIFY LANDSCAPE ARCHITECT OF WORK COMMENCEMENT AND SCHEDULE.
- B. LANDSCAPE CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES PRIOR TO STARTING WORK. LOCAL UTILITY PROTECTION SERVICES AS NOTED ON THE DRAWINGS. IF A PLANT IS SHOWN ON THE PLAN WITHIN THREE FEET OF AN UNDERGROUND UTILITY, NOTIFY LANDSCAPE ARCHITECT FOR ADJUSTMENT INSTRUCTIONS.
- C. PROTECT STRUCTURES, UTILITIES, SIDEWALKS, DRIVEWAYS, OTHER FACILITIES, LAWNS, AND EXISTING EXTERIOR PLANTS FROM DAMAGE CAUSED BY PLANTING OPERATIONS.
- D. PROVIDE EROSION-CONTROL MEASURES TO PREVENT SOIL EROSION OR DISPLACEMENT AND DISCHARGE OF SOIL-BEARING RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES AND WALKWAYS.
- E. LANDSCAPE CONTRACTOR SHALL LAY OUT INDIVIDUAL TREE AND SHRUB LOCATIONS AND BED EDGES FOR ALL EXTERIOR PLANTINGS. STAKE LOCATIONS, OUTLINE AREAS, ADJUST LOCATIONS WHEN REQUESTED, AND OBTAIN LANDSCAPE ARCHITECT'S, OWNER AND/OR THE OWNER'S REPRESENTATIVE WRITTEN ACCEPTANCE OF LAYOUT BEFORE PLANTING. MAKE MINOR ADJUSTMENTS AS REQUIRED PER SITE CONDITIONS.
- F. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS NECESSARY TO COMPLETE THE WORK.
- G. ALL PLANTING BEDS ARE TO BE PREPARED AS FOLLOWS:
 - LOOSEN SUBGRADE TO A DEPTH OF 6" - 7". REMOVE STONES LARGER THAN 1" IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER, AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
 - SPREAD COMPOST AT A DEPTH OF 4" AND PEAT MOSS AT A DEPTH OF 1".
 - TILL WITH LOOSENEE SUBGRADE MIXING THOROUGHLY.
 - GRADE PLANTING BEDS TO A SMOOTH, UNIFORM SURFACE PLANE FOR A UNIFORM FINE TEXTURE. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES.
 - EDGE BEDS 3" TO 4" DEEP (SEE DETAILS ON THIS SHEET).
- H. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IF SUBSOIL CONDITIONS SHOW EVIDENCE OF UNEXPECTED WATER SEEPAGE OR RETENTION IN TREE OR SHRUB PITS.
- I. REFER TO TYPICAL PLANTING DETAILS ON THIS SHEET FOR PLANT INSTALLATION.
- J. IT IS THE CONTRACTOR'S OPTION WHETHER OR NOT TO STAKE A TREE, BUT IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO ASSURE PLANTS REMAIN IN AN UPRIGHT POSITION UNTIL THE END OF THE WARRANTY PERIOD. CONTRACTOR TO REMOVE STAKES & WIRE PRIOR TO MULCHING, APPLY PRE-EMERGENT HERBICIDE (PREEN OR EQUIVALENT) PER MANUFACTURER'S RECOMMENDATIONS.
- L. IT IS THE CONTRACTOR'S RESPONSIBILITY TO:
 - KEEP ADJACENT PAVING AND CONSTRUCTION CLEAN, AND MAINTAIN WORK AREA IN AN ORDERLY CONDITION, FOR DURATION OF PROJECT.
 - PROTECT EXTERIOR PLANTS FROM DAMAGE DUE TO LANDSCAPE OPERATIONS, OPERATIONS BY OTHER CONTRACTORS AND TRADES, AND OTHERS, MAINTAIN PROTECTION DURING INSTALLATION AND MAINTENANCE PERIODS. TREAT, REPAIR, OR REPLACE DAMAGED EXTERIOR PLANTING.
 - REMOVE SURPLUS SOIL AND WASTE MATERIAL, INCLUDING EXCESS SUBSOIL, UNSUITABLE SOIL, TRASH, AND DEBRIS, AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
- M. ALL SHRUB PLANTING BEDS AND INDIVIDUAL TREES AND SHRUBS ARE TO BE MULCHED AT A DEPTH OF 4". ALL ANNUAL, PERENNIAL, AND/OR GROUND COVER PLANTING BEDS ARE TO BE MULCHED AT A DEPTH OF 2".
- N. ALL NEW TREE RINGS SHALL BE FIVE FEET IN DIAMETER AND MULCHED PER NOTE 'M'. DO NOT PILE MULCH UP AROUND THE TREE BARK.
- O. ALL DECIDUOUS TREES SHALL BE WRAPPED WITH STANDARD MANUFACTURER'S TREE WRAP TO PREVENT WINTER DAMAGE WHICH SHALL BE REMOVED AFTER THE FIRST WINTER BY THE LANDSCAPE CONTRACTOR.
- P. ALL PLANT MATERIAL SHALL BE PRUNED AND/OR SHAPED IN ACCORDANCE WITH STANDARD HORTICULTURE PRACTICE TO REFLECT THE NATURAL CHARACTER OF THE PLANT. ALL INJURED, DAMAGED, OR CROSSED BRANCHES SHALL BE REMOVED. DO NOT REMOVE THE TREE LEADER.
- Q. LANDSCAPE CONTRACTOR SHALL INSTALL GATOR BAGS, PER MANUFACTURER'S SPECIFICATIONS WITH ALL NON-IRRIGATED TREES.
- R. LANDSCAPE CONTRACTOR SHALL INSTRUCT OWNER OR OWNER'S REPRESENTATIVE ON WATERING NEEDS OF INSTALLED PLANTINGS.

WARRANTY

- A. CONTRACTOR SHALL PROVIDE OWNER WITH A MINIMUM ONE YEAR WRITTEN WARRANTY FOR LABOR AND MATERIALS.
- B. CONTRACTOR SHALL WARRANT EXTERIOR PLANTS AGAINST DEFECTS, INCLUDING DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM LACK OF ADEQUATE MAINTENANCE, NEGLECT OR ABUSE BY OWNER, OR INCIDENTS THAT ARE BEYOND CONTRACTOR'S CONTROL.
- C. WARRANTY SHALL INCLUDE SPECIFIC WARRANTY PERIODS FROM DATE OF ACCEPTANCE FOR TREES AND SHRUBS, GROUND COVERS, AND OTHER EXTERIOR PLANTS.
- D. WARRANTY SHALL BE LIMITED TO ONE REPLACEMENT OF EACH EXTERIOR PLANT, EXCEPT FOR LOSSES OR REPLACEMENTS DUE TO FAILURE OF CONTRACTOR TO COMPLY WITH REQUIREMENTS.
- E. WARRANTY FOR IRRIGATION SERVICE, PLUMBING, & DRAINAGE SHALL BE GUARANTEED FOR A PERIOD OF 1 YEAR AND WILL INCLUDE START-UP, WINTERIZATION, AND SECOND SEASON START-UP. WARRANTY SHALL INCLUDE ALL LABOR, MATERIAL, TOOLS, AND EQUIPMENT AS NECESSARY TO PROVIDE A FUNCTIONING SYSTEM, FREE FROM DEFECTS AND ADJUSTED PROPERLY TO APPROPRIATE WATER DELIVERY TO ALL PLANT MATERIAL.

TRAFFIC & SAFETY

- A. REFER TO BID DOCUMENTS AND COMPLY WITH ALL STATE & LOCAL REQUIREMENTS REGARDING APPROVED WORK TIMES, SCHEDULING OF INSTALLATION, AND ALL OTHER REQUIREMENTS.

SODDING

- A. TURFGRASS SOD SHALL BE OF GOOD QUALITY, FREE OF WEEDS, DISEASE AND INSECTS AND OF GOOD COLOR AND DENSITY.
- B. INDIVIDUAL PIECES OF TURFGRASS SOD SHALL BE CUT TO THE SUPPLIER'S STANDARD WIDTH AND LENGTH. MAXIMUM ALLOWABLE DEVIATION FROM STANDARD WIDTHS AND LENGTHS SHALL BE 5 PERCENT.
- C. STANDARD SIZE SECTIONS OF TURFGRASS SOD SHALL BE STRONG ENOUGH TO SUPPORT THEIR OWN WEIGHT AND RETAIN THEIR SIZE AND SHAPE WHEN SUSPENDED VERTICALLY FROM A FIRM GRASP ON THE UPPER 10 PERCENT OF THE SECTION.
- D. LANDSCAPE CONTRACTOR SHALL SOD ALL SPECIFIED AREAS, THE FINAL GRADE AND TOPSOIL WITHIN +/- .10 FEET WILL BE IN PLACE FOR SOD CONTRACTOR.
- E. TILL AREA TO BE SODDED TO A DEPTH OF 4". RAKE TILLED AREA TO REMOVE DEBRIS 1" OR LARGER IN SIZE THAT HAS BEEN BROUGHT TO THE SURFACE DURING TILLING.
- F. AFTER ALL GRADING HAS BEEN COMPLETED, THE SOIL SHALL BE IRRIGATED WITHIN 12-24 HOURS PRIOR TO LAYING THE TURFGRASS SOD. TURFGRASS SOD SHOULD NOT BE LAID ON SOIL THAT IS DRY AND POWDERY.
- G. THE FIRST ROW OF TURFGRASS SOD SHALL BE LAID IN A STRAIGHT LINE, WITH SUBSEQUENT ROWS PLACED PARALLEL TO, AND TIGHTLY AGAINST, EACH OTHER. LATERAL JOINTS SHALL BE STAGGERED TO PROMOTE MORE UNIFORM GROWTH AND STRENGTH. CARE SHALL BE EXERCISED TO INSURE THAT THE TURF IS NOT STRETCHED OR OVERLAPPED, AND ALL JOINTS ARE BUTTED TIGHT IN ORDER TO PREVENT VOIDS, WHICH WOULD CAUSE AIR-DRYING OF THE ROOTS.
- H. ON SLOPES ARE WHERE EROSION MAY BE A PROBLEM, TURFGRASS SOD SHALL BE LAID WITH STAGGERED JOINTS AND SECURED BY PEGGING.
- I. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING TURFGRASS SOD IMMEDIATELY DURING AND AFTER INSTALLATION TO PREVENT DRYING. IT SHALL THEN BE THOROUGHLY IRRIGATED TO A DEPTH SUFFICIENT THAT THE UNDERSIDE OF THE NEW TURFGRASS SOD PAD AND SOIL IMMEDIATELY BELOW THE TURFGRASS SOD ARE THOROUGHLY WET (USUALLY 1 INCH OF WATER IS NEEDED). THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING ADEQUATE WATER AVAILABLE AT THE SITE PRIOR TO AND DURING INSTALLATION OF THE TURFGRASS SOD.
- J. LANDSCAPE CONTRACTOR IS TO SET GRADE TO PROMOTE POSITIVE DRAINAGE AWAY FROM THE BUILDING AND TO DETENTION BASINS.
- K. UNLESS OTHERWISE SPECIFIED, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE ACCEPTED SODDED TURFGRASS AREAS UNTIL THE EFFECTIVE DATE FOR TURF MAINTENANCE OPERATIONS BEGINS. THE EFFECTIVE DATE SHALL BE SPECIFIED IN WRITTEN NOTICE FROM THE GENERAL CONTRACTOR.

IRRIGATIONS SYSTEMS

- A. GENERAL CONTRACTOR SHALL PROVIDED AN IRRIGATION SYSTEM (IF CLIENT WISHES TO IRRIGATE, VERIFY WITH CLIENT). PLAN SHALL PROVIDED FULL SITE COVERAGE ON THE PROPERTY.
 - B. COMPLETE DESIGN DRAWINGS & EQUIPMENT TO BE SUBMITTED TO OWNER FOR REVIEW.
- *IRRIGATION SYSTEM DESIGN // BUILD NOTES:**
1. IRRIGATION SYSTEM SHALL HAVE A REMOVABLE EXTERIOR BACK-FLOW PREVENTER WITH FAKE ROCK COVER IN GRASS AREA OUTSIDE OF METER PIT AT POINT OF CONNECTION.
 2. IRRIGATION HEADS(DRIPLINE IN PLANTING BEDS; COMPLETE ROTOR SPRINKLER IN LAWN).
 3. RAIN BIRD ESP OR HUNTER I-CORE CONTROLLER LOCATED IN MECH ROOM WITH RAIN SENSOR.
 4. SLEEVES ARE REQUIRED UNDER ALL PAVEMENT / SIDEWALK FOR SYSTEM, COORDINATE WITH GENERAL CONTRACTOR.
 5. IRRIGATION CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR LAYOUT APPROVAL.

GENERAL LANDSCAPE NOTES

- A. THE CONTRACTOR SHALL VISIT THE SITE AND COMPLETELY REVIEW THESE DOCUMENTS AND FULLY UNDERSTAND THE NATURE AND SCOPE OF WORK NEEDED TO ACHIEVE THE FINISHED PRODUCT INTENDED BY THE OWNER. IN ADDITION, THE CONTRACTOR SHALL AT ONCE REPORT TO THE LANDSCAPE ARCHITECT, INACCURACIES OR INCONSISTENCIES DISCOVERED. FAILURE TO REASONABLY RECOGNIZE OR NOTIFY THE LANDSCAPE ARCHITECT OF SUCH ITEMS SHALL RELEASE THE LANDSCAPE ARCHITECT AND OWNER OF ALL LIABILITY. ANY DEVIATIONS FROM THESE DOCUMENTS WITHOUT WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT SHALL BE CORRECTED AT THE CONTRACTORS EXPENSE.
- B. PROTECT ALL EXISTING VEGETATION TO REMAIN AS PER PLANS AND SPECIFICATIONS.
- C. PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS NECESSARY TO COMPLETE THE WORK LOCATING ALL UNDERGROUND UTILITIES, AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING INSTALLATION. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC., WHICH MAY OCCUR AS A RESULT OF LANDSCAPE CONSTRUCTION.
- D. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS NECESSARY TO COMPLETE THE WORK.
- E. LANDSCAPE CONTRACTOR MUST CERTIFY THAT ITS SAFETY PROGRAM MEETS REGULATORY REQUIREMENTS AT A MINIMUM. CONTRACTOR TO PROVIDE DOCUMENTATION OF THE OSHA RECORD KEEPING SUMMARY.
- F. LANDSCAPE ARCHITECT MAY OBSERVE TREES AND SHRUBS EITHER AT PLACE OF GROWTH OR AT SITE BEFORE PLANTING FOR COMPLIANCE WITH REQUIREMENTS FOR GENUS, SPECIES, VARIETY, SIZE, AND QUALITY. LANDSCAPE ARCHITECT RETAINS RIGHT TO OBSERVE TREES AND SHRUBS FURTHER FOR SIZE AND CONDITION OF BALLS, ROOT SYSTEMS, INSECTS, INJURIES, AND/OR LATEL DEFECTS AND TO REJECT UNDESIRABLE OR DEFECTIVE MATERIAL AT ANY TIME DURING PROGRESS OF WORK. LANDSCAPE CONTRACTOR SHALL REMOVE REJECTED TREES OR SHRUBS IMMEDIATELY FROM PROJECT SITE.
- G. IF EXISTING ECOLOGY CAUSES ADJUSTMENTS OF LANDSCAPE PLANS TO FIT THE SITE CONDITIONS, A STAKE OUT BY LANDSCAPE CONTRACTOR AND ADJUSTMENTS BY LANDSCAPE ARCHITECT SHALL BE REQUIRED PRIOR TO INSTALLATION.
- H. THE OWNER AND/OR THE OWNER'S REPRESENTATIVE WILL APPROVE STAKED LOCATIONS OF ALL MATERIAL PRIOR TO INSTALLATION, OR AS DEEMED NECESSARY BY OWNER/OWNER'S REP.
- I. ALL PLANTING AREAS SHOWN ON PLANS SHALL BE TO WITHIN 2" OF FINAL GRADE BEFORE LANDSCAPE CONTRACTOR COMMENCES INSTALLATION.
- J. FENCE LOCATION AND DESCRIPTION OF FENCED UTILITIES, STORM STRUCTURES, EXISTENCES, ETC., REFER TO THE SITE PLAN AND CIVIL ENGINEERING DRAWINGS.
- K. ALL PLANT MATERIAL MUST BE INSTALLED ACCORDING TO THE APPROVED LANDSCAPING PLAN BY NO LATER THAN THE NEXT PLANTING SEASON OR WITHIN 6 MONTHS FROM THE COMPLETION OF ALL SITE CONSTRUCTION.
- L. PLANT QUANTITIES ARE ESTIMATES ONLY. CONTRACTOR TO VERIFY ALL PLANT QUANTITIES. ANY DISCREPANCY BETWEEN THE PLANTING LIST AND THE PLAN SHALL BE VERIFIED BY THE LANDSCAPE ARCHITECT. ALL SUBSTITUTIONS AND/OR CHANGES SHALL BE REQUESTED IN WRITING TO THE OWNER OR OWNER'S REPRESENTATIVE AND BE APPROVED BY THE LANDSCAPE ARCHITECT AND THE LOCAL MUNICIPALITY PRIOR TO INSTALLATION.
- M. THE CONTRACTOR SHALL PROVIDE QUALITY, SIZE, GENUS, SPECIES, AND VARIETY OF EXTERIOR PLANTS INDICATED, COMPLYING WITH APPLICABLE REQUIREMENTS IN ANSI Z60.1, "AMERICAN STANDARD FOR NURSERY STOCK."
- N. THE CONTRACTOR SHALL FURNISH NURSERY-GROWN TREES AND SHRUBS COMPLYING WITH ANSI Z60.1, WITH HEALTHY ROOT SYSTEMS DEVELOPED BY TRANSPORTING OR ROOT PRUNING. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK, FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT.
- O. TREES AND SHRUBS OF A LARGER SIZE MAY BE USED, IF ACCEPTABLE TO LANDSCAPE ARCHITECT, WITH A PROPORTIONATE INCREASE IN SIZE OF ROOTS OR BALLS.
- P. IF FORMAL ARRANGEMENTS OR CONSECUTIVE ORDER OF TREES OR SHRUBS IS SHOWN, SELECT STOCK FOR UNIFORM HEIGHT AND SPREAD, AND NUMBER LABEL TO ASSURE SYMMETRY IN PLANTING.
- Q. THE CONTRACTOR SHALL LABEL ONE TREE AND ONE SHRUB OF EACH VARIETY AND CALIPER WITH A SECURELY ATTACHED, WATERPROOF TAG BEARING LEGIBLE DESIGNATION OF BOTH THE BOTANICAL AND COMMON NAME.
- R. TOPSOIL SHALL BE ASTM D 5268, pH RANGE OF 5.5 TO 7, A MINIMUM OF 4 PERCENT ORGANIC MATERIAL CONTENT; FREE OF STONES 1 INCH OR LARGER IN ANY DIMENSION AND OTHER EXTRANEOUS MATERIALS HARMFUL TO PLANT GROWTH. STANDARD TOPSOIL PLANTING MATERIAL SHALL CONSIST OF 60% NATIVE SOIL, 10% PEAT HUMUS, AND 30% COMPOST.
- S. COMPOST SHALL BE WELL-FERMENTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8; MOISTURE CONTENT 55 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH ONE INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISEMS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS.
- T. FERTILIZER SHALL BE SLOW-RELEASE, GRANULAR OR PELLETS CONSISTING OF 50 PERCENT WATER-INSOLUBLE NITROGEN, PHOSPHORUS, AND POTASSIUM IN AMOUNTS RECOMMENDED FOR TYPE OF PLANT BEING GROWN.
- U. MULCH TO BE FREE FROM DELETERIOUS MATERIALS AND DISEASE AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS. MULCH SHALL BE CLEAN, NON-DYED, NON-FREE, DOUBLE-SHREDDED HARDWOOD, DARK BROWN IN COLOR, UNLESS NOTED OTHERWISE. CRUSHED ROCK AND PEA GRAVEL OR SIMILAR MATERIALS ARE NOT ACCEPTABLE.
- V. MULCH/GROUND COVER. ALL LANDSCAPE ISLANDS SHALL BE MULCHED BY THE LANDSCAPE CONTRACTOR UNLESS OTHERWISE STATED IN THE LANDSCAPE PLANS.
- W. PLANT TAGS SHALL REMAIN ON INSTALLED PLANT MATERIAL UNTIL THE WORK HAS BEEN APPROVED BY LOCAL INSPECTOR AND/OR THE OWNER OR OWNER'S REPRESENTATIVE.
- X. LANDSCAPE CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE FROM ALL PLANT BEDS WITHOUT ADVERSELY AFFECTING SITE DRAINAGE. GRADES BEHIND CURBS FOR AREAS RECEIVING MULCH SHALL BE 3 INCHES BELOW TOP OF CURB & 2 INCHES BELOW TOP OF CURB FOR SOD.
- Y. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING, INCLUDING, BUT NOT LIMITED TO, WATERING, SPRAYING, MULCHING, FERTILIZING, ETC., ALL PLANTING AREAS AND LAWN UNTIL THE WORK IS ACCEPTED BY THE OWNER OR THE OWNER'S REPRESENTATIVE.
- Z. ISLAND AND PLANTER GRADES (IF APPLICABLE) SHALL BE MOUND IN THE CENTER SLOPING DOWNWARD FROM THE MIDDLE OUTWARD AT A MINIMUM 2% AND A MAXIMUM 4%.

SEEDING

- A. LANDSCAPE CONTRACTOR SHALL SEED ALL DISTURBED AREAS. THE FINAL GRADE AND TOPSOIL WITHIN +/- .10 FEET WILL BE IN PLACE FOR SEEDING CONTRACTOR.
- B. CONTRACTOR SHALL APPLY CELLULOSE FIBER MULCH AT A MINIMUM RATE OF 1500 LBS./ACRE AND FERTILIZERS: BEST 6-20-20 OR BEST 15-15-15 OR APPROVED EQUAL APPLIED AT RATE APPROPRIATE FOR PRODUCT. ORGANIC TACKIFIER SHALL BE APPLIED AT RATE OF 70 LBS./ACRE. HYDROSEED MIX SHALL BE APPLIED AT THE 2,000 LBS./ACRE.
- C. CONTRACTOR SHALL WATER ALL PLANT AREAS THOROUGHLY TO SATURATE UPPER LAYERS OF SOIL PRIOR TO THE HYDROSEEDING OPERATION. ALLOW THE PLANTING AREA SOIL SURFACE TO DRY OUT FOR ONE DAY ONLY PRIOR TO THE HYDROSEEDING OPERATION.
- D. CONTRACTOR SHALL APPLY THE HYDROSEEDING IN THE FORM OF A SLURRY CONSISTING OF ORGANIC SOIL AMENDMENTS, COMMERCIAL FERTILIZER, AND ANY OTHER CHEMICALS THAT ARE CALLED OUT. WHEN HYDRAULICALLY SPRAYED ONTO THE SOIL, THE MULCH SHALL FORM A BLOTTER-LIKE MATERIAL. SPRAY THE AREA WITH A UNIFORM VISIBLE COAT. USING THE DARK COLOR OF THE CELLULOSE FIBER AS A VISUAL GUIDE. THE SLURRY SHALL BE APPLIED IN A DOWNWARD DRILLING MOTION VIA A FAN STREAM NOZZLE. CONTRACTOR SHALL INSURE THAT ALL OF THE SLURRY COMPONENTS ENTER AND MIX WITH THE SOIL.
- E. IF SLURRY COMPONENTS ARE LEFT FOR MORE THAN TWO HOURS IN THE MACHINE, ADD 50% MORE OF THE ORIGINALLY SPECIFIED SEED MIX TO ANY SLURRY MIXTURE WHICH HAS NOT BEEN APPLIED WITHIN THE TWO HOURS AFTER MIXING. ADD 75% MORE OF THE ORIGINAL SEED MIX TO ANY SLURRY MIXTURE WHICH HAS NOT BEEN APPLIED EIGHT (8) HOURS AFTER MIXING. ALL MIXTURES MORE THAN EIGHT (8) HOURS OLD, SHALL BE DISPOSED, OFFSITE, AT THE CONTRACTOR'S EXPENSE.
- F. CONTRACTOR SHALL REMOVE ALL SLURRY SPRAYED ONTO HARDSCAPE AREAS INCLUDING CONCRETE WALKS, FENCES, WALLS, BUILDINGS, ETC. AT THE CONTRACTOR'S EXPENSE.
- G. CONTRACTOR SHALL SAVE ALL SEED AND FERTILIZER TAGS AND FIBER MULCH BAGS FOR THE LANDSCAPE ARCHITECT TO VERIFY COMPLIANCE WITH THE DRAWINGS AND SPECIFICATIONS.

- NATIVE SEED NOTES**
- A. ALL WEEDS AND EXISTING VEGETATION MUST BE ELIMINATED PRIOR TO HYDROSEEDING OR DRILL SEEDING ANY NATIVE SEED MIX.
 - B. INSTALLATION SHALL BE PERFORMED IN LATE FALL - EARLY WINTER OR SPRING. IF SITE IS PREPARED AT ANY OTHER TIME OF THE YEAR, STABILIZE WITH THE FOLLOWING SEED MIX PER ACRE: 64 LBS SEED OATS(AVENA SATIVA)/25 LBS ANNUAL RYE GRASS (LULIUM MULTIFLORUM)
 - C. IF VEGETATION EXISTS ON SITE, APPLY A GLYPHOSATE HERBICIDE AT LEAST THREE DAYS PRIOR TO INSTALLATION ON ALL ACTIVELY GROWING VEGETATION. NEVER APPLY FERTILIZER TO THE SITE.
 - D. DRILL SEEDING. INSTALL SEED WHEN SOIL IS SUFFICIENTLY DRY SO THAT SOIL DOES NOT STICK TO THE PACKER WHEELS ON THE DRILL.
 - E. ENSURE THE DRILL OR HYDROSEEDER IS PROPERLY CALIBRATED TO SOW THE SPECIFIED AMOUNT OF SEED OVER THE SPECIFIED AREA. ENSURE COMPLETE COVERAGE OF THE SPECIFIED AREA.
 - F. MOW AT A HEIGHT OF 4 - 6 INCHES WHEN THE OATS SEED HEADS MOW AT A HEIGHT OF 4 - 6 INCHES ONCE A MONTH OR WHENEVER WEED GROWTH REACHES 10 INCHES FOR THE REMAINDER OF THE FIRST SEASON.
 - G. IF COOL SEASON WEED GROWTH IS HEAVY IN THE SPRING OF THE SECOND SEASON, MOW ONCE IN LATE MAY OF THE SECOND SEASON.

Plot Date: Jul 27, 2018 - 4:26am
Drawing Name: L2001717-0335U-ADWD\G17-0335 LA.dwg - Layout Tab, L2.0-Details

Item E.3.

Drawing: 17-0335 LA
Drawn by: HMW
Checked by: SAL
Issue Date: 07/09/2018
Sheet: L2.0

Date	Drawn	Checked
07/27/18	HMW	AJH

Revision Description
1. REVISION PER CLIENT CHANGES (LAYOUT ADJUSTMENT)

HENRY PROPERTY
 BLACK HAWK COUNTY
 CITY OF CEDAR FALLS
 CEDAR FALLS, IOWA
 PLANTING NOTES & DETAILS

www.bayerbecker.com
 6800 Tylerdrive Road, Suite A
 Mason, OH 45040 - 513.336.6600

Fleet Farm

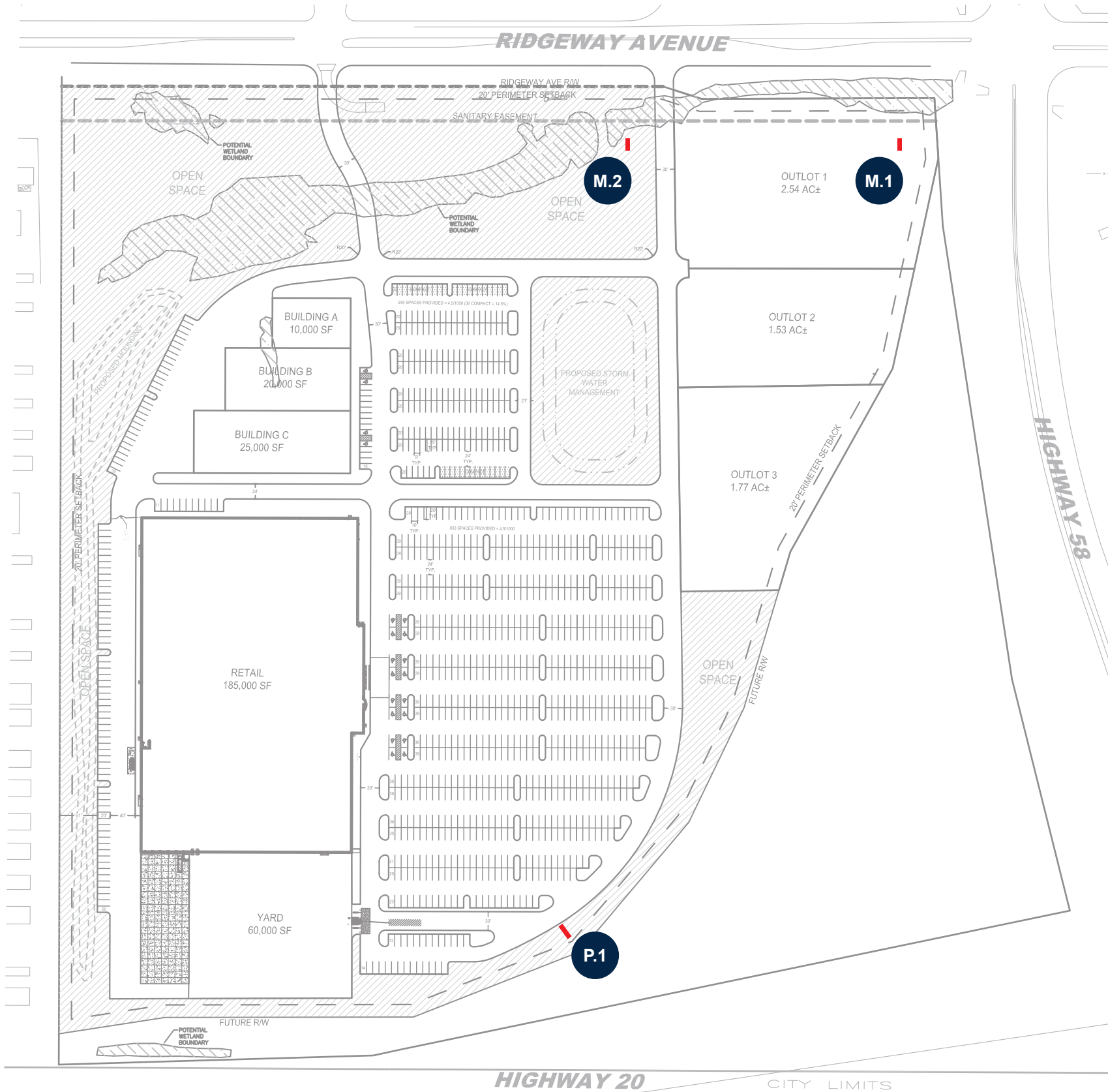
EXTERIOR SIGN ELEVATIONS

07.26.2018

CEDAR FALLS, IA

FREESTANDING SIGNS

- P.1** D/F INTERNALLY ILLUMINATED PYLON SIGN
- M.1** D/F INTERNALLY ILLUMINATED MONUMENT SIGN
- M.2** D/F INTERNALLY ILLUMINATED TENANT MONUMENT SIGN



-62-



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EST #: 4743-R1
 DATE: 06.25.2018
 DESIGNER: A. McKinney
 SALES REP: N. Lison
 PROJ MGR: D. LaCrosse

REV.	DATE	BY	DESCRIPTION
1	07.26.18	WAM	REVISE P.1, M.1 SIGN HEIGHTS, SQ. FT.; DELETE SOUTH & WEST ELE C-STORE SIGNS, ADD M.2
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4	00.00.00	XX	XXXX
5	00.00.00	XX	XXXX
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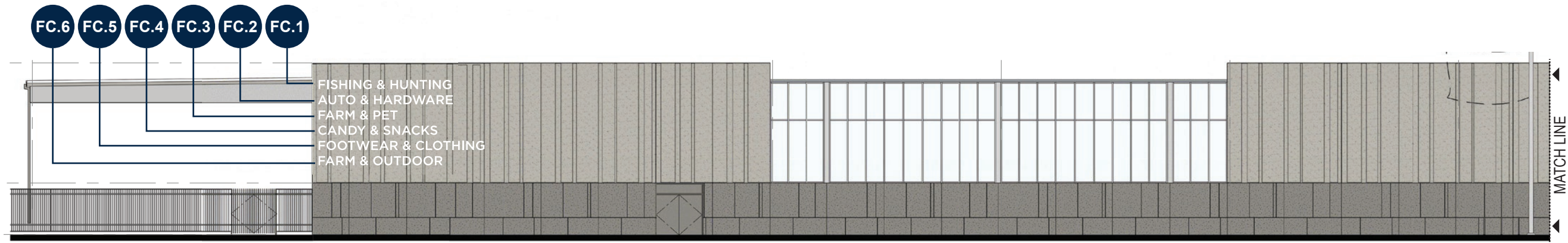
CLIENT APPROVAL	DATE
LANDLORD APPROVAL	DATE
QC	

Fleet 4F Farm

Fleet Farm
 Black Hawk County
 Cedar Falls, IA
 DESIGN PHASE: CONCEPTUAL

SHEET NUMBER
0.0

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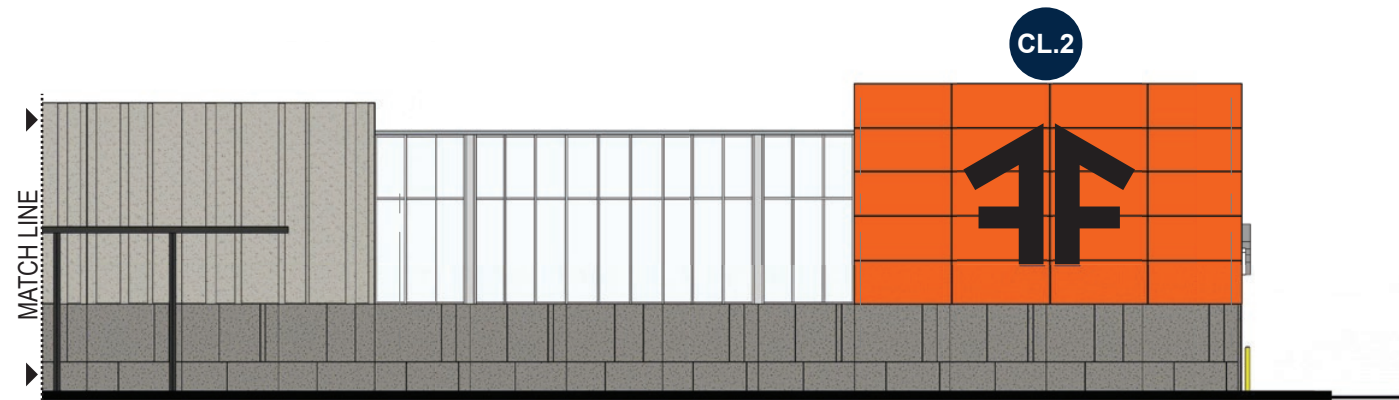
FRONT ELEVATION
SCALE: 1" = 20'-0"

- FC.1** 1'-7" **FISHING & HUNTING** NON-ILLUM. WHITE ACRYLIC LETTERS, 1/2" THICK
23'-2 1/8" SQUARE FOOTAGE: 36.7
- FC.2** 1'-7" **AUTO & HARDWARE** NON-ILLUM. WHITE ACRYLIC LETTERS, 1/2" THICK
23'-6 3/4" SQUARE FOOTAGE: 37.3
- FC.3** 1'-7" **FARM & PET** NON-ILLUM. WHITE ACRYLIC LETTERS, 1/2" THICK
13'-9 3/4" SQUARE FOOTAGE: 21.9
- FC.4** 1'-7" **CANDY & SNACKS** NON-ILLUM. WHITE ACRYLIC LETTERS, 1/2" THICK
20'-9 3/4" SQUARE FOOTAGE: 33.0
- FC.5** 1'-7" **FOOTWEAR & CLOTHING** NON-ILLUM. WHITE ACRYLIC LETTERS, 1/2" THICK
29'-0" SQUARE FOOTAGE: 45.9
- FC.6** 1'-7" **FARM & OUTDOOR** NON-ILLUM. WHITE ACRYLIC LETTERS, 1/2" THICK
21'-8 1/8" SQUARE FOOTAGE: 34.3



FRONT ELEVATION
SCALE: 1" = 20'-0"

- CL.1** 10'-8 1/4" **Fleet Farm** HALO-LIT CHANNEL LETTERS
64'-8 5/8" SQUARE FOOTAGE: 500.3



FRONT ELEVATION
SCALE: 1" = 20'-0"

- CS.1** CUSTOM METAL SCREEN:
PERFORATED METAL SCREEN BACKGROUND FOR CHANNEL LETTERS
INTEGRATED INTO STOREFRONT DESIGN;

- CL.2** 14'-8 3/8" 17'-10 5/8" **FF** FACE-LIT CHANNEL LETTERS
SQUARE FOOTAGE: 262.8

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EST #: 4743-R1
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DESIGNER: A. McKinney
SALES REP: N. Lison
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CLIENT APPROVAL	DATE
LANDLORD APPROVAL	DATE
QC	

Fleet Farm

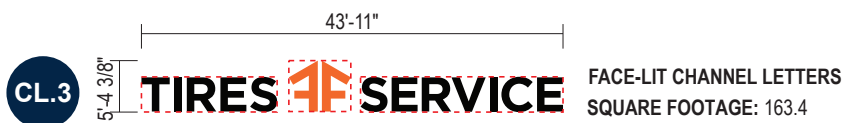
Fleet Farm
Black Hawk County
Cedar Falls, IA

DESIGN PHASE: CONCEPTUAL

SHEET NUMBER

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Item E.3.



RIGHT ELEVATION
SCALE: 1" = 20'-0"

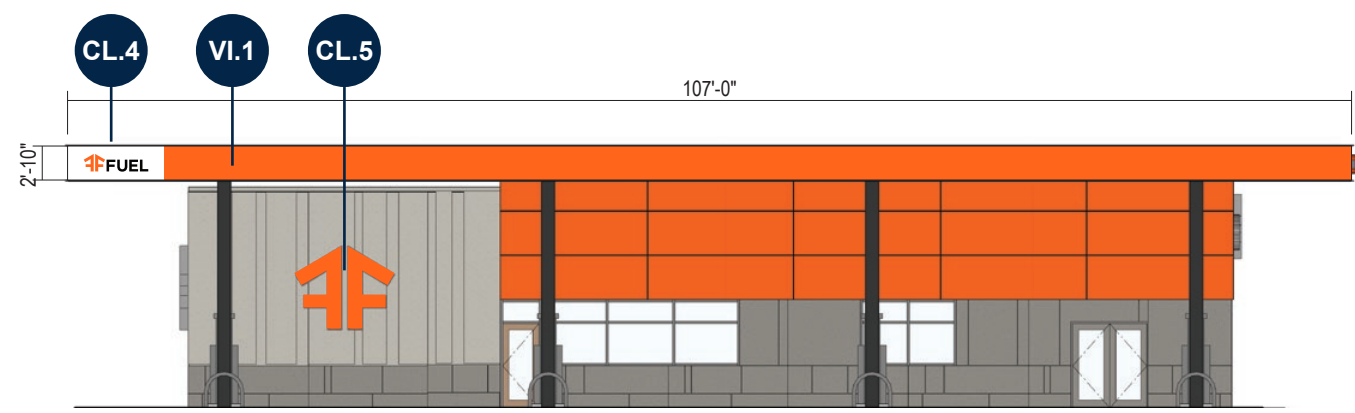
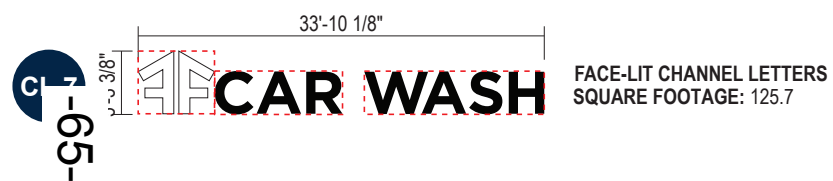
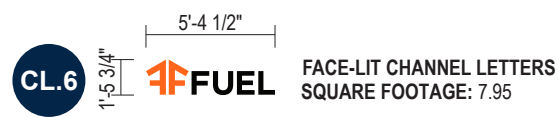
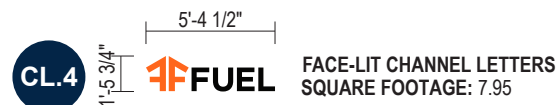


RIGHT ELEVATION
SCALE: 1" = 20'-0"

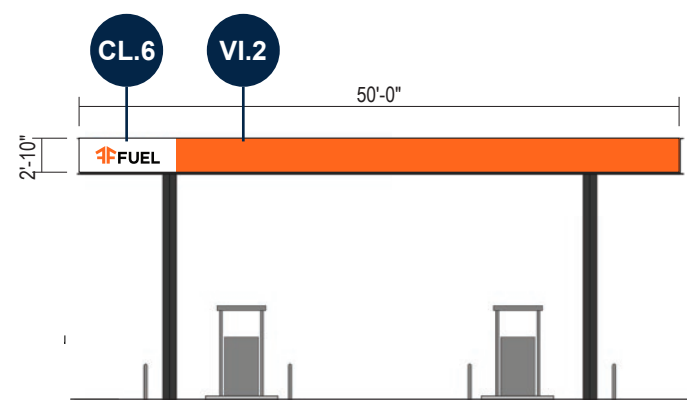
-64-

JONES SIGN Your Vision. Accomplished. WWW.JONESSIGN.COM	EST #: 4743-R1 DATE: 06.25.2018 DESIGNER: A. McKinney SALES REP: N. Lison PROJ MGR: D. LaCrosse	<table border="1"> <thead> <tr> <th>REV.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>07.26.18</td> <td>WAM</td> <td>REVISE P.1, M.1 SIGN HEIGHTS, SQ. FT.; DELETE SOUTH & WEST ELE C-STORE SIGNS, ADD M.2</td> </tr> <tr> <td>2</td> <td>00.00.00</td> <td>XX</td> <td>XXXX</td> </tr> <tr> <td>3</td> <td>00.00.00</td> <td>XX</td> <td>XXXX</td> </tr> <tr> <td>4</td> <td>00.00.00</td> <td>XX</td> <td>XXXX</td> </tr> <tr> <td>5</td> <td>00.00.00</td> <td>XX</td> <td>XXXX</td> </tr> <tr> <td>6</td> <td>00.00.00</td> <td>XX</td> <td>XXXX</td> </tr> <tr> <td>7</td> <td>00.00.00</td> <td>XX</td> <td>XXXX</td> </tr> <tr> <td>8</td> <td>00.00.00</td> <td>XX</td> <td>XXXX</td> </tr> <tr> <td>9</td> <td>00.00.00</td> <td>XX</td> <td>XXXX</td> </tr> <tr> <td>10</td> <td>00.00.00</td> <td>XX</td> <td>XXXX</td> </tr> </tbody> </table>	REV.	DATE	BY	DESCRIPTION	1	07.26.18	WAM	REVISE P.1, M.1 SIGN HEIGHTS, SQ. FT.; DELETE SOUTH & WEST ELE C-STORE SIGNS, ADD M.2	2	00.00.00	XX	XXXX	3	00.00.00	XX	XXXX	4	00.00.00	XX	XXXX	5	00.00.00	XX	XXXX	6	00.00.00	XX	XXXX	7	00.00.00	XX	XXXX	8	00.00.00	XX	XXXX	9	00.00.00	XX	XXXX	10	00.00.00	XX	XXXX	CLIENT APPROVAL _____ DATE _____ LANDLORD APPROVAL _____ DATE _____ QC _____		Fleet Farm Black Hawk County Cedar Falls, IA	SHEET NUMBER 2.0
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9	00.00.00	XX	XXXX																																															
10	00.00.00	XX	XXXX																																															
		DESIGN PHASE: CONCEPTUAL																																																

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C-STORE FRONT (EAST) ELEVATION
SCALE: 1/16" = 1'-0"



CANOPY RIGHT (NORTH) ELEVATION
SCALE: 1/16" = 1'-0"



C-STORE RIGHT (NORTH) ELEVATION
SCALE: 1/16" = 1'-0"

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EST #: 4743-R1
DATE: 06.25.2018
DESIGNER: A. McKinney
SALES REP: N. Lison
PROJ MGR: D. LaCrosse

REV.	DATE	BY	DESCRIPTION
1	07.26.18	WAM	REVISE P.1, M.1 SIGN HEIGHTS, SQ. FT.; DELETE SOUTH & WEST ELE C-STORE SIGNS, ADD M.2
2	00.00.00	XX	XXXX
3	00.00.00	XX	XXXX
4	00.00.00	XX	XXXX
5	00.00.00	XX	XXXX
6	00.00.00	XX	XXXX
7	00.00.00	XX	XXXX
8	00.00.00	XX	XXXX
9	00.00.00	XX	XXXX
10	00.00.00	XX	XXXX

CLIENT APPROVAL	DATE
LANDLORD APPROVAL	DATE
QC	

Fleet Farm

Fleet Farm
Black Hawk County
Cedar Falls, IA
DESIGN PHASE: CONCEPTUAL

SHEET NUMBER
3.0

Item E.3.

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FC.9 3'-2 1/4" **EXIT** NON-ILLUM. WHITE ACRYLIC LETTERS, 1/2" THICK
 SQUARE FOOTAGE: 3.2

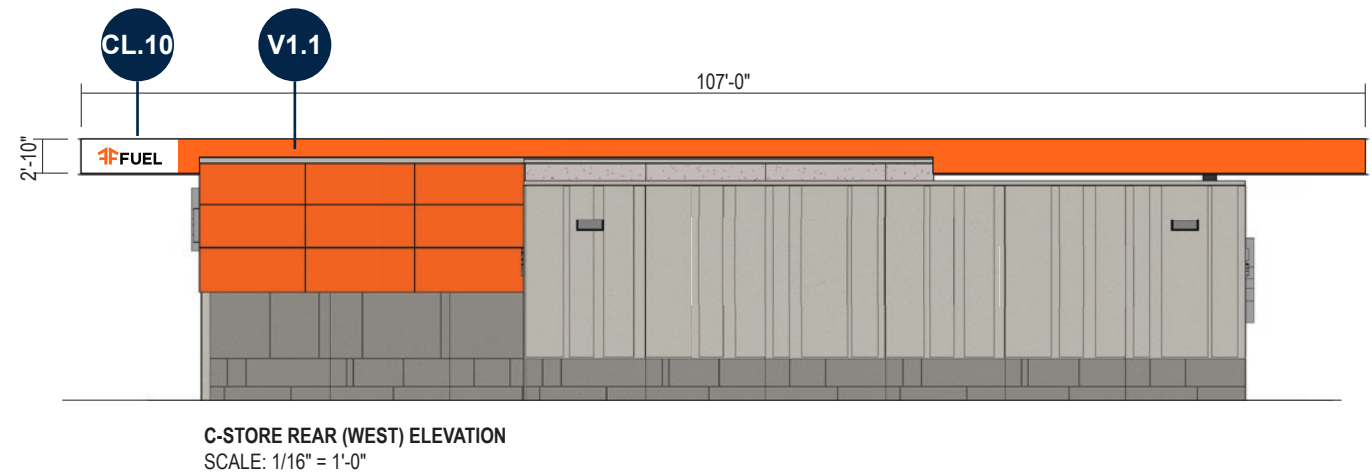
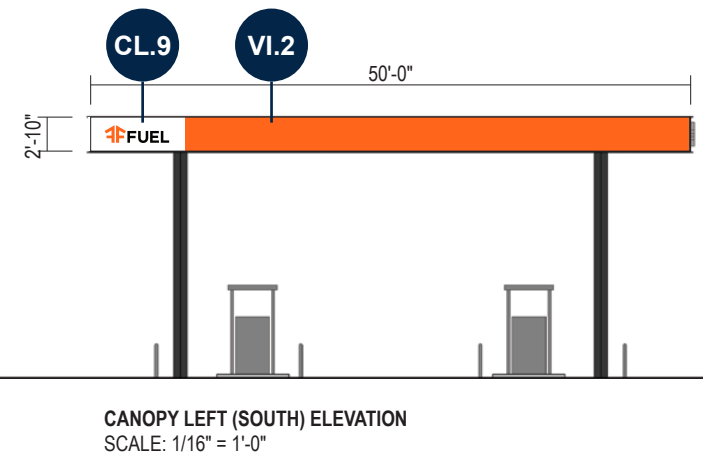
FC.10 3'-2 1/4" **EXIT** NON-ILLUM. WHITE ACRYLIC LETTERS, 1/2" THICK
 SQUARE FOOTAGE: 3.2

CL.9 5'-4 1/2" 1'-5 3/4" **FUEL** FACE-LIT CHANNEL LETTERS
 SQUARE FOOTAGE: 7.95

VI.2 NON-ILLUM. VINYL GRAPHICS

CL.10 5'-4 1/2" 1'-5 3/4" **FUEL** FACE-LIT CHANNEL LETTERS
 SQUARE FOOTAGE: 7.95

VI.1 NON-ILLUM. VINYL GRAPHICS



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EST #: **4743-R1**
 DATE: 06.25.2018
 DESIGNER: A. McKinney
 SALES REP: N. Lison
 PROJ MGR: D. LaCrosse

REV.	DATE	BY	DESCRIPTION
1	07.26.18	WAM	REVISE P.1, M.1 SIGN HEIGHTS, SQ. FT.; DELETE SOUTH & WEST ELE C-STORE SIGNS, ADD M.2
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9	00.00.00	XX	XXXX
10	00.00.00	XX	XXXX

CLIENT APPROVAL	DATE
LANDLORD APPROVAL	DATE
QC	

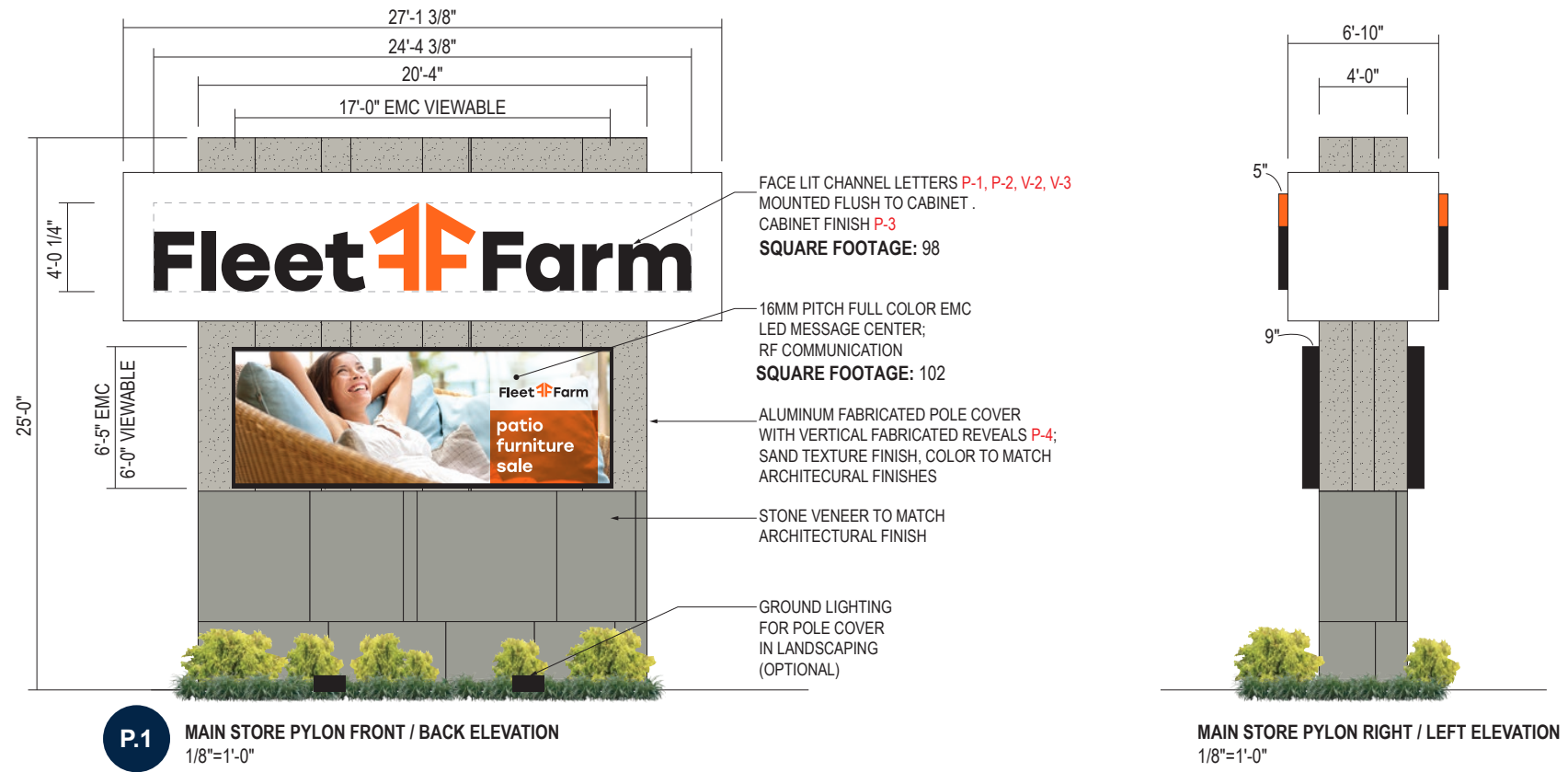
Fleet  Farm

Fleet Farm
 Black Hawk County
 Cedar Falls, IA
 DESIGN PHASE: CONCEPTUAL

SHEET NUMBER
4.0

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-67-



COLORS/FINISHES

- P-1 MP BLACK, SATIN FINISH
- P-2 MP TO MATCH PMS 165C, SATIN FINISH
- V-2 3M 3630-84 TANGERINE TRANSLUCENT
- V-3 3M 3635-222 DUAL COLOR FILM
- P-3 MP TO MATCH BENJAMIN MOORE OC-65 CHANTILLY LACE
- P-4 MP TO MATCH PRE-CAST WALL PANEL (T.B.D.)

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EST #: 4743-R1
 DATE: 06.25.2018
 DESIGNER: A. McKinney
 SALES REP: N. Lison
 PROJ MGR: D. LaCrosse

REV.	DATE	BY	DESCRIPTION
1	07.26.18	WAM	REVISE P.1, M.1 SIGN HEIGHTS, SQ. FT.; DELETE SOUTH & WEST ELE C-STORE SIGNS, ADD M.2
2	00.00.00	XX	XXXX
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6	00.00.00	XX	XXXX
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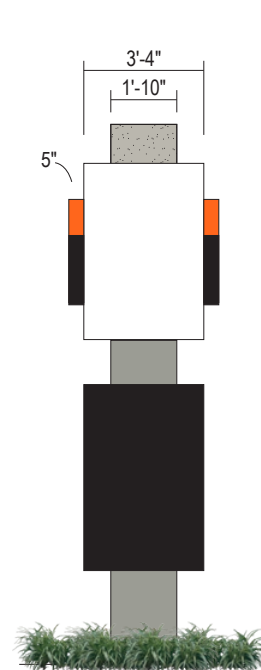
CLIENT APPROVAL	DATE
LANDLORD APPROVAL	DATE
QC	

Fleet Farm

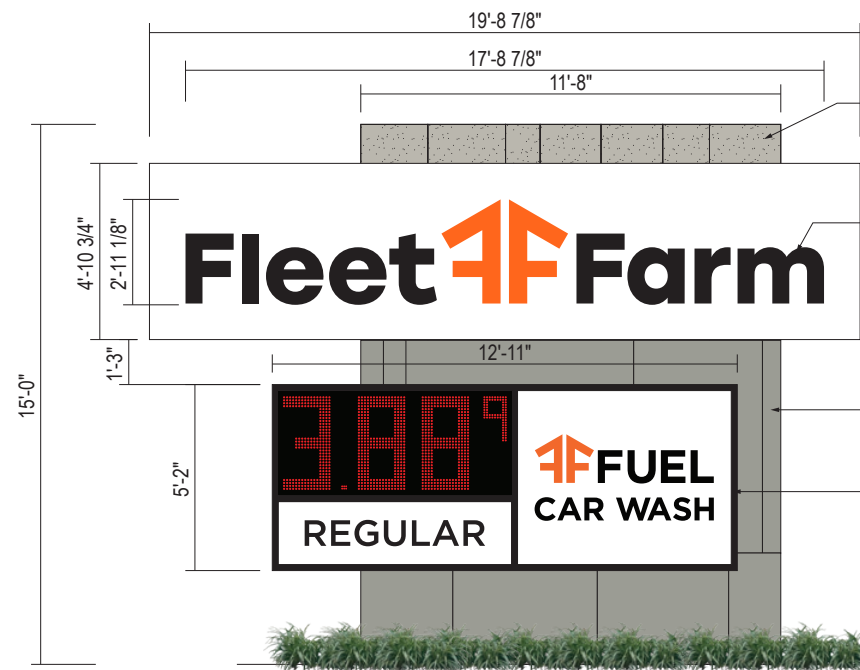
Fleet Farm
 Black Hawk County
 Cedar Falls, IA
 DESIGN PHASE: CONCEPTUAL

SHEET NUMBER
5.0
Item E.3

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SIDE VIEW
 SCALE: 3/16"=1'-0"



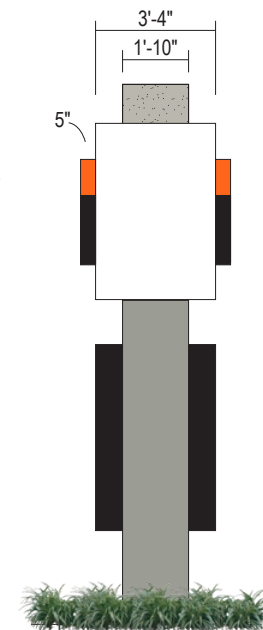
M.1 D/F ILLUMINATED MONUMENT SIGN
 SCALE: 3/16"=1'-0"

ALUMINUM FABRICATED POLE COVER WITH VERTICAL FABRICATED REVEALS P-4; SAND TEXTURE FINISH, COLOR TO MATCH ARCHITECTURAL FINISHES

FACE LIT CHANNEL LETTERS P-1, P-2, V-2, V-3 MOUNTED FLUSH TO CABINET. CABINET FINISH P-3
 SQUARE FOOTAGE: 51.9

STONE VENEER TO MATCH ARCHITECTURAL FINISH

ILLUMINATED CABINET P-1 WITH LEXAN FACES, FIRST SURFACE GRAPHICS V-1, V-2, WITH INTEGRATED LED FUEL PRICE CHANGER UNIT: SUNSHINE@ DISPLAYS 32" DIGITS ONLY BUILD TYPE
 SQUARE FOOTAGE: 66.7



SIDE VIEW
 SCALE: 3/16"=1'-0"

COLORS/FINISHES

- P-1 MP BLACK, SATIN FINISH
- P-2 MP TO MATCH PMS 165C, SATIN FINISH
- P-3 MP TO MATCH BENJAMIN MOORE OC-65 CHANTILLY LACE
- P-4 MP TO MATCH PRE-CAST WALL PANEL (T.B.D.)
- V-1 3M 3630-22 BLACK VINYL
- V-2 3M 3630-84 TANGERINE
- V-3 3M 3635-222 DUAL COLOR FILM

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EST #: 4743-R1
 DATE: 06.25.2018
 DESIGNER: A. McKinney
 SALES REP: N. Lison
 PROJ MGR: D. LaCrosse

REV.	DATE	BY	DESCRIPTION
1	07.26.18	WAM	REVISE P.1, M.1 SIGN HEIGHTS, SQ. FT.; DELETE SOUTH & WEST ELE C-STORE SIGNS, ADD M.2
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9	00.00.00	XX	XXXX
10	00.00.00	XX	XXXX

CLIENT APPROVAL	DATE
LANDLORD APPROVAL	DATE
QC	

Fleet 4F Farm

Fleet Farm
 Black Hawk County
 Cedar Falls, IA

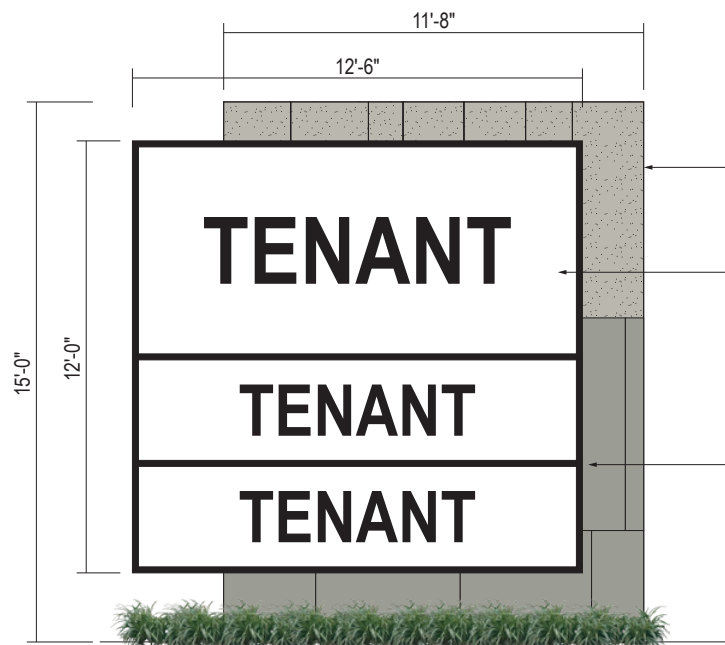
DESIGN PHASE: CONCEPTUAL

SHEET NUMBER

6.0



SIDE VIEW
 SCALE: 3/16"=1'-0"



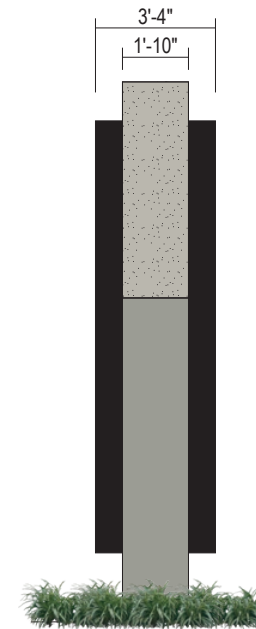
M.2 D/F ILLUMINATED MONUMENT SIGN
 SCALE: 3/16"=1'-0"

ALUMINUM FABRICATED POLE COVER WITH VERTICAL FABRICATED REVEALS P-4; SAND TEXTURE FINISH, COLOR TO MATCH ARCHITECTURAL FINISHES

ILLUMINATED CABINET P-1 WITH LEXAN FACES, FIRST SURFACE GRAPHICS; TENANT GRAPHICS T.B.D.

SQUARE FOOTAGE: 150

STONE VENEER TO MATCH ARCHITECTURAL FINISH



SIDE VIEW
 SCALE: 3/16"=1'-0"

-69-

COLORS/FINISHES

- P-1 MP BLACK, SATIN FINISH
- P-3 MP TO MATCH BENJAMIN MOORE OC-65 CHANTILLY LACE
- P-4 MP TO MATCH PRE-CAST WALL PANEL (T.B.D.)

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EST #: 4743-R1
 DATE: 06.25.2018
 DESIGNER: A. McKinney
 SALES REP: N. Lison
 PROJ MGR: D. LaCrosse

REV.	DATE	BY	DESCRIPTION
1	07.26.18	WAM	REVISE P.1, M.1 SIGN HEIGHTS, SQ. FT.; DELETE SOUTH & WEST ELE C-STORE SIGNS, ADD M.2
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8	00.00.00	XX	XXXX
9	00.00.00	XX	XXXX
10	00.00.00	XX	XXXX

CLIENT APPROVAL	DATE
LANDLORD APPROVAL	DATE
QC	



Fleet Farm
 Black Hawk County
 Cedar Falls, IA

DESIGN PHASE: CONCEPTUAL

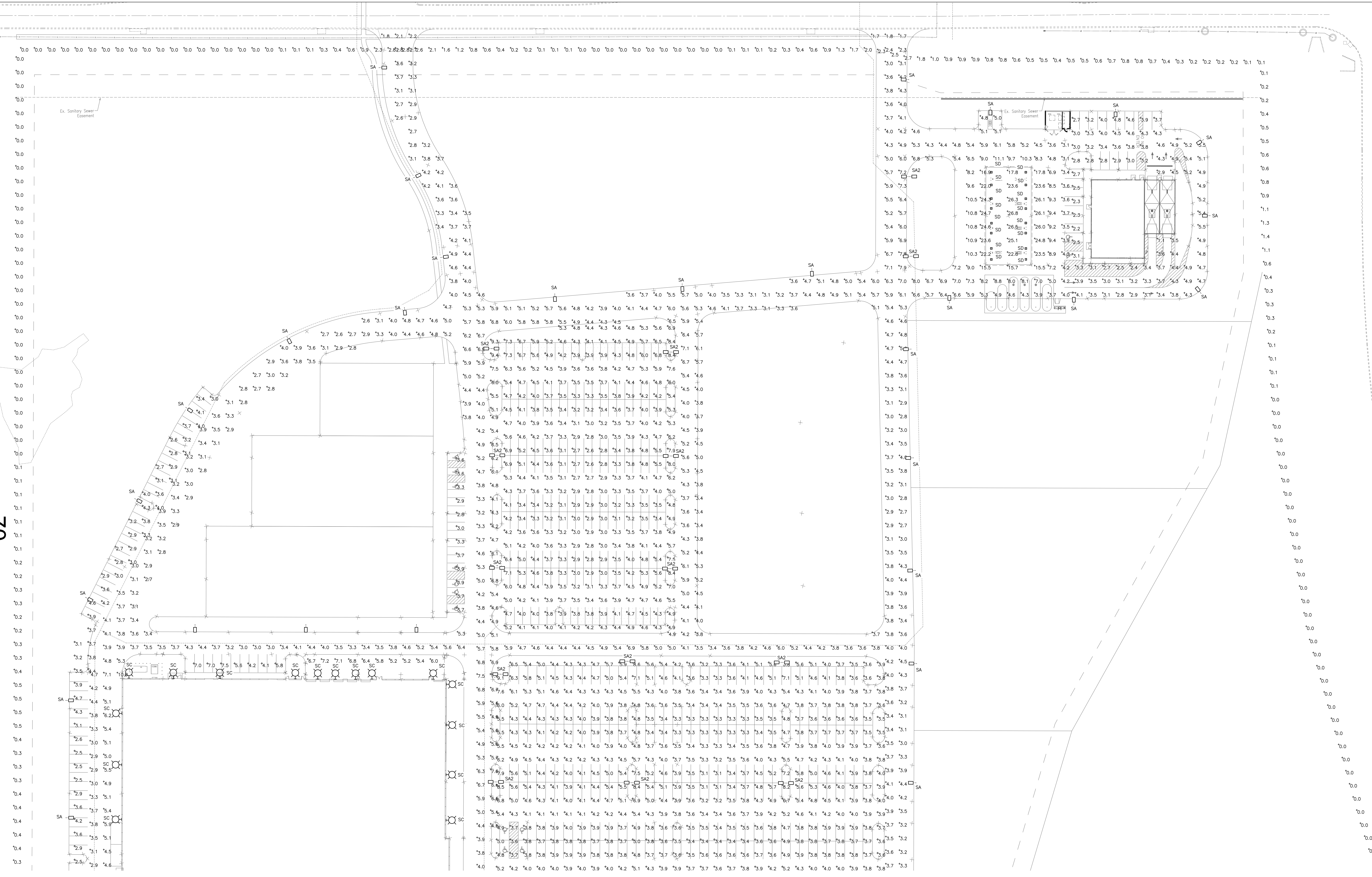
SHEET NUMBER

7.0

Item E.3

Item E.3.

-70-



1 SITE LIGHTING PHOTOMETRICS
1"=40'-0"

Label	Manufacturer	Catalog Number	Description	Lamp	Light Loss Factor	Wattage	Notes
SA	LITHONIA	DSX2 LED PB 40K T4M	POLE MOUNTED LED AREA LIGHT, FORWARD THROW	LED	0.9	431	ON 38' POLE
SA2	LITHONIA	DSX2 LED PB 40K T4M MWOLT	SAME AS FIXTURE SA BUT TWO HEADS AT 180 DEGREES	LED	0.9	862	ON 38' POLE
SC	LITHONIA	DSXWZ LED 300 1000 40K T24M MWOLT	WALL MOUNTED WIDE THROW AREA LIGHT	LED	0.9	109	
SD	LSI INDUSTRIES	CRUS-SC-LED-HO-50	LED SURFACE MOUNT PETROLEUM CANOPY FIXTURE	LED	0.9	132.4	
SE	LITHONIA	IBON 411 3000LM SEP GND AXL 4CK 80CRI	LED HIGHBAY	LED	0.9	205	

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
BACK DRIVES	+	5.0 fc	21.7 fc	2.3 fc	9.41	2.21
BACK PARKING	○	3.5 fc	4.8 fc	2.3 fc	2.17	1.41
C STORE DRIVE	+	10.4 fc	37.3 fc	1.1 fc	33.91	9.51
FUTURE BLDG PARKING	○	3.4 fc	4.8 fc	2.2 fc	2.21	1.51
MAIN DRIVE	+	4.9 fc	9.2 fc	1.7 fc	5.47	2.81
MAIN PARKING DRIVE	+	4.3 fc	7.8 fc	2.7 fc	2.91	1.61
MAIN PARKING LOT	+	4.4 fc	9.8 fc	3.1 fc	3.11	1.41
PROPERTY LINE	+	0.5 fc	2.8 fc	0.0 fc	N/A	N/A
SECONDARY PARKING	○	4.3 fc	9.4 fc	2.8 fc	3.61	1.31
SIDE PARKING	○	5.9 fc	7.5 fc	4.1 fc	3.81	1.41
SIDE YARD	+	12.7 fc	32.1 fc	2.2 fc	14.61	5.81

Adrian Franks
Professional Engineer
IOWA PROFESSIONAL ENGINEER NO. 20868

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Dialectic
Dialectic Inc.
310 W 20th Street, Suite 200
Kansas City, MO 64108

Adrian Franks
NAME
DATE: 07/06/2018
DATE: 07/06/2018
DATE: 12/31/2019

12101818.04_E1.X
Drawing
EKZ
Checked By
Issue Date: 07-06-18
Sheet: E1.0

Scale: 1" = 40'-0"

Plot time: Jul 06, 2018, 8:27am
Drawing name: V:\Projects\AutoCAD\2018\181818.04\Drawings\Site Lighting\Calc\12101818.04_E1.X.dwg - Layout Tab: E1.0

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Item E.3.



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

INTEROFFICE MEMORANDUM *Engineering Division*

TO: Stephanie Sheets, Director of Community Development
Karen Howard, Planning and Community Services Manager

FROM: Jon Resler, P.E., City Engineer

DATE: October 18, 2018

SUBJECT: Henry Farm Development Traffic Impact Study

The Engineering Division has reviewed the Henry Farm Development Traffic Impact Study and the review of the study performed by Foth Infrastructure and Environment. The challenge at this location is the proximity of Nordic Drive to Highway 58. The centerline distance between the two roads along Ridgeway Avenue is about 540'. Access management standards recommend this distance be at least doubled. More distance allows for adequate vehicle storage, weaving maneuvers, and additional time for driver reactions. Unfortunately, Nordic Drive is in place and has been for a long time. Moving the roadway is not currently an option. There are other options that will work today and into the future. How long into the future is dependent on the rate of development along the corridor and corresponding traffic growth.

The Bayer Becker Traffic Impact Study recommended a roundabout at their main entrance (Drive #1) and right-in/right-out access at their secondary entrance (Drive #2), which would be directly south of Nordic Drive. They also recommended that Nordic Drive be a right-in/right-out and a median be installed through the intersection on Ridgeway Avenue. Foth's review showed that this scenario works with the proposed development but at some point in the future, approaching 2040 if the traffic growth assumptions are correct, the heavy U-turn movement at the Drive #1 roundabout resulting from the right-in/right-out at Nordic Drive causes the operation of the roundabout to break down.

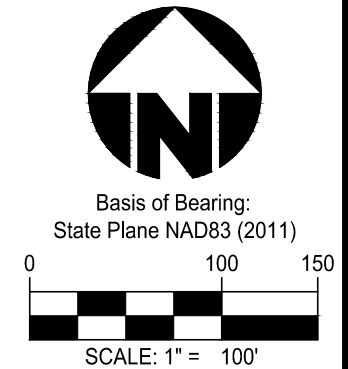
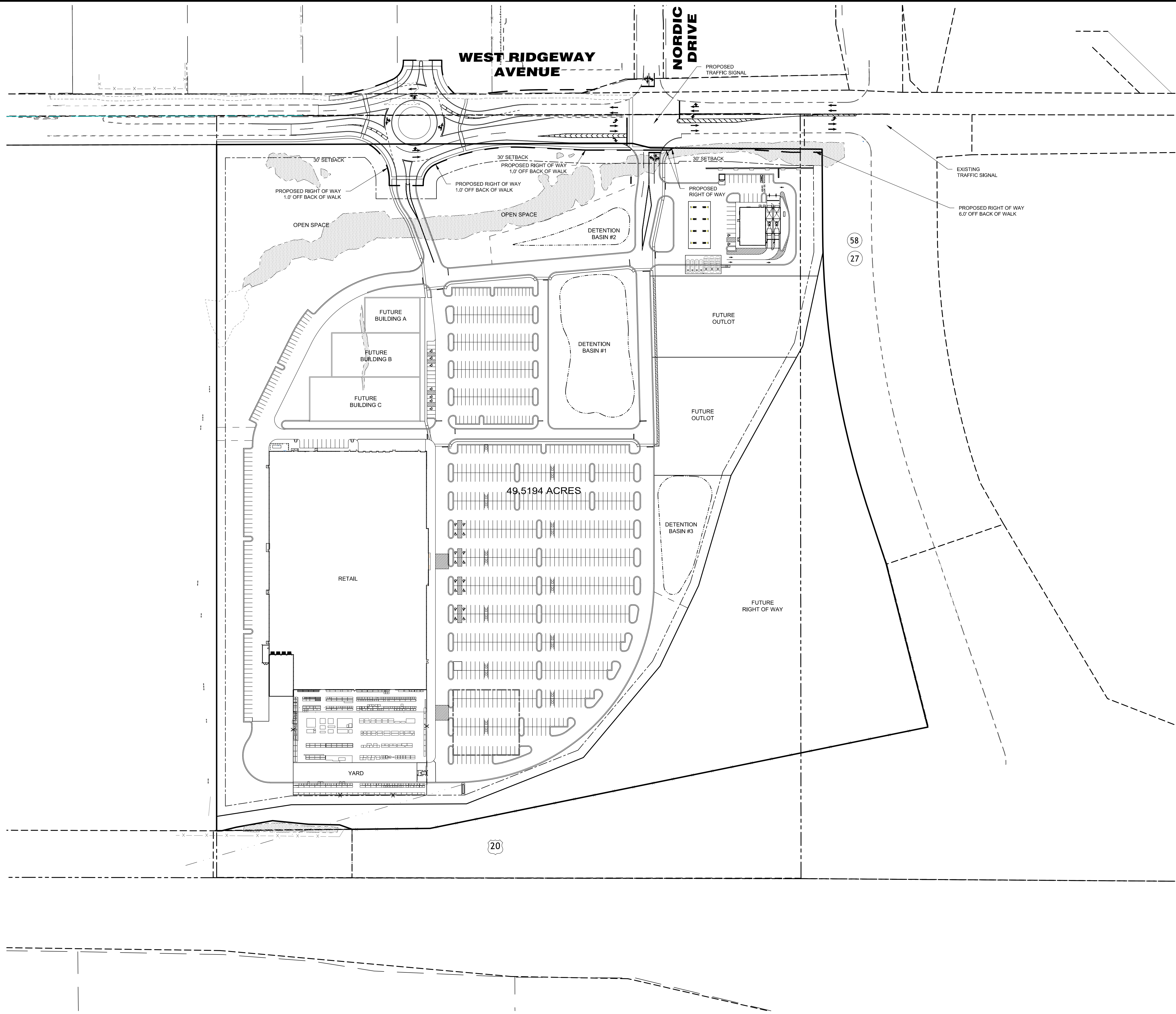
Bayer Becker's report also indicated two additional scenarios work for the corridor. One scenario is a traffic signal at Drive #1 and a traffic signal at Drive #2/Nordic Drive. The other is a roundabout at Drive #1 and a traffic signal at Drive #2/Nordic Drive. Both the Foth review and the Engineering Division review show that either scenario will work with the proposed development but also experience problems in the future as the corridor develops and traffic continues to grow.

All three scenarios show problems dealing with future traffic growth. The scenario that would have the most impact on reducing future traffic problems is relocating Nordic Drive an additional 500' to 750' to the west of Highway 58. That is currently not a realistic option because the immediate roadway network can function adequately with the proposed development traffic added to the existing traffic. Having reviewed the Bayer Becker and Foth analyses, Engineering recommends a roundabout at Drive #1 and a traffic signal at Drive #2/Nordic Drive with some additional lanes also recommended by the Foth review. These additions to the Bayer Becker study include:


- Dual eastbound left turn lanes at Highway 58
- An eastbound right turn lane at Highway 58
- Dual westbound left turn lanes at Drive #2/Nordic Drive
- A westbound right turn lane at Drive #2/Nordic Drive

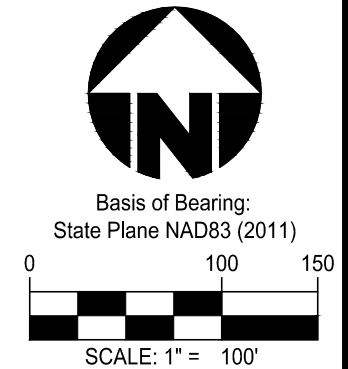
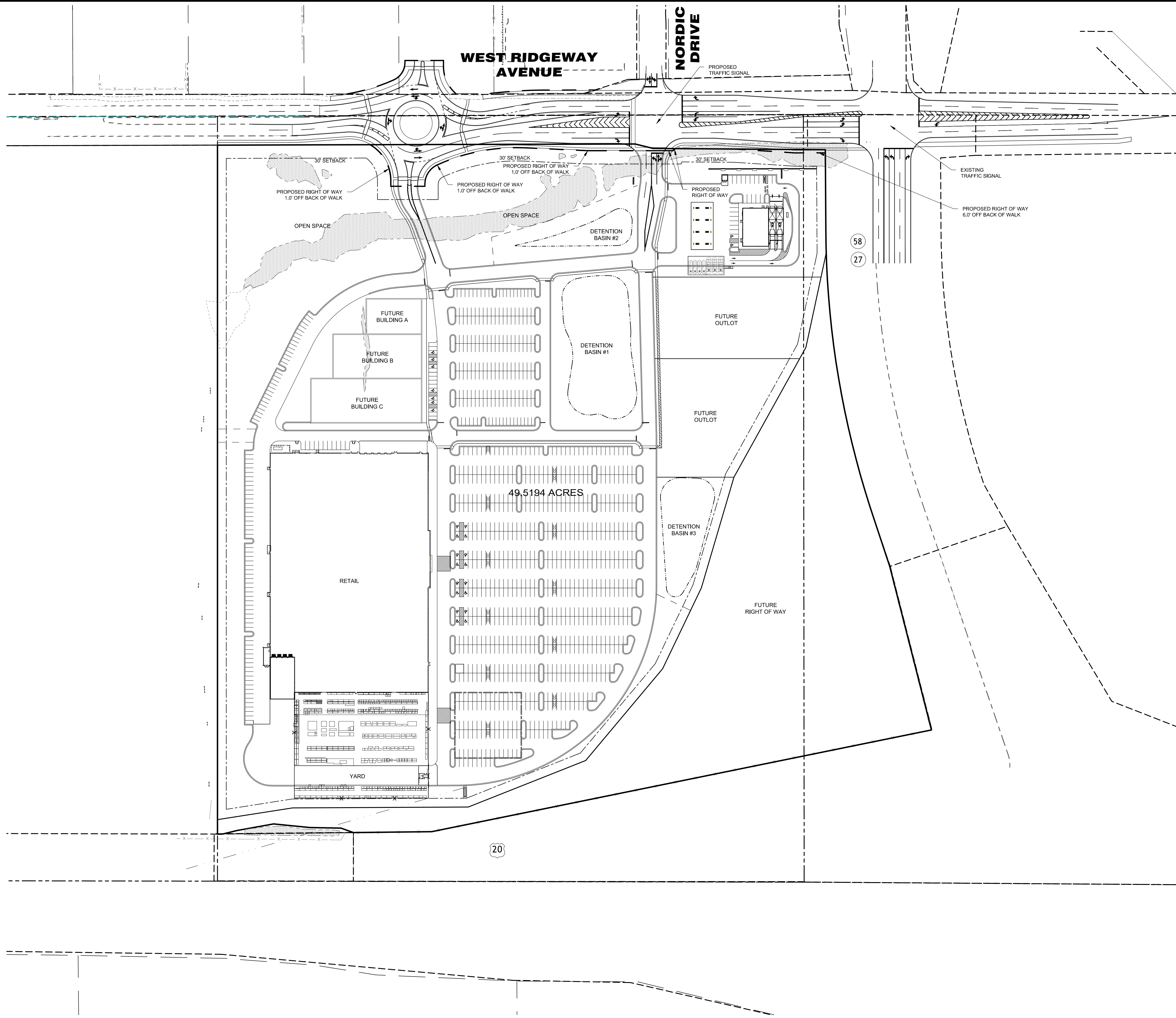
Engineering also asked Bayer Becker to verify a single southbound and northbound lane in the roundabout at Drive #1 was adequate for the future westbound left turn volume which they did verify.

This recommendation recognizes that future traffic growth beyond the proposed development will cause traffic problems. Modeling shows the entire section of roadway between Nordic Drive and Highway 58 full of cars in the eastbound direction in 2040 with the predicted traffic growth rate. When this happens and Drive #2/Nordic Drive traffic is allowed to proceed, there is nowhere for the traffic to go until eastbound traffic at Highway 58 releases. Longer backups are also seen on Nordic Drive that will block the southernmost access to Kwik Star. When this congestion occurs, additional alternatives need to be considered. The alternatives could be adaptive signal control, a roundabout at Drive #2/Nordic Drive, limited access at Drive #2/Nordic Drive, or no access at Drive #2/Nordic Drive. Additionally, the Iowa DOT has a concept for a new interchange at Highway 20 and 58. However, it is just a concept and currently unfunded. This concept shows a grade separated interchange at Highway 58 and Ridgeway Avenue as well. A grade separated interchange would have a significant impact on traffic patterns on Ridgeway Avenue. The interchange would influence traffic pressure on Ridgeway Avenue. It seems likely that it would reduce pressure. Reducing pressure on Ridgeway would impact the traffic predictions of the Bayer Becker study.



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Item E.3.	
Item	
Revision Description	
Date	Drawn: Chk:
HENRY PROPERTY BLACK HAWK COUNTY CITY OF CEDAR FALLS CEDAR FALLS, IOWA	
SITE PLAN - PHASE ONE ROAD IMPROVEMENTS	
 www.bayerbecker.com 6900 Tyersville Road, Suite A Mason, OH 45040 - 513.336.6600	
Drawing:	17-0335 CD
Drawn by:	GJK
Checked by:	
Issue Date:	10-30-18
Sheet:	1



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Henry Property BLACK HAWK COUNTY CITY OF CEDAR FALLS CEDAR FALLS, IOWA	
Item E.3.	
SITE PLAN - PHASE TWO ROAD IMPROVEMENTS	
Drawing: _____ Drawn by: _____ Checked by: _____ Issue Date: _____ Sheet: _____	Date: _____ Item: _____ Revision Description: _____ Date: _____ Item: _____ Revision Description: _____



Item E.3.

Karen Howard

From: Andrew Strohm <agstrohm@cfu.net>
Sent: Wednesday, October 17, 2018 4:06 PM
To: Karen Howard
Subject: Re: Development on SW corner of Ridgeway and Hwy 58

Karen-

Please do.
Thank you.

Andrew Strohm

> On Oct 17, 2018, at 8:15 AM, Karen Howard <Karen.Howard@cedarfalls.com> wrote:

>

> Andrew,

>

> Thank you for your sending your comments regarding this proposed development. Would you like me to forward your comments to the Planning & Zoning Commission and the City Council?

>

> Regards,

>

> Karen Howard, AICP

> Planning & Community Services Manager

> City of Cedar Falls

> 220 Clay Street

> Cedar Falls, Iowa 50613

> (319) 268-5169

> karen.howard@cedarfalls.com

>

>

>

> -----Original Message-----

> From: Andrew Strohm [<mailto:agstrohm@cfu.net>]

> Sent: Tuesday, October 16, 2018 10:32 PM

> To: Karen Howard

> Subject: Development on SW corner of Ridgeway and Hwy 58

>

> Karen-

> I got your e-mail address through the CF Planning and Zoning Commission website, it is the only form of contact I see identified. I caught word through some discussion at work of a proposal for a FleetFarm big box store proposed at the Southwest corner of Ridgeway and Hwy 58. Checking into it some more, I was able to confirm the discussion. This raises several concerns.

>

> First some history, Blain's Farm & Fleet and Mill's Fleet Farm were both started in 1955 by two families who were friends and agreed to use common naming and not share markets. This worked well for both companies for over 60 years. In 2016 the Mills family sold the company to an investment firm out of New York City. Since that time they have dropped the Mill's name, it is no longer a family owned regional company and they have been aggressively expanding their footprint. If a Fleet Farm is opened at that location, I anticipate it is only a matter of time until there is an empty

Item E.3.

building where Blain's Farm & Fleet presently sits near the intersection of 58 and Viking. Farm and Fleet has seemingly held there own with Walmart, Target, and Menards opening nearby. The Fleet Farm business is much more similar to Blain's and will be a direct competitor not an overlapping one. With the large amount of money of the investment firm, the Fleet Farm can operate on much smaller (or even no) margins until Blain's is out of business. Any proposal of bringing more traffic to Cedar Falls is not valid, that traffic is already coming up to the intersection of Viking and 58 to visit Blain's, Walmart, Target, School's, and Menards among other smaller stores.

>

> Speaking of traffic, that is my other primary concern. The city is already pursuing major projects to address traffic issues at Viking and Highway 58. Building a facility of this type at this location will increase the amount of turning traffic (particularly left turns) at this intersection. This intersection is already on the list of dangerous intersection in the state. Adding a large store with peripheral businesses (gas station, car wash, etc.) will do nothing to improve the safety of this intersection.

>

> Personally I also don't like farmland/greenspace being taken out rather than using existing developed locations. CFU took some out for the "solar farm" but it would have made much more sense to put solar panels on building roofs (commercial, industrial...) that are already developed. Numerous new multistory buildings are going up downtown where there previously was open space along the river, some on known floodplain areas. As these various new businesses are going up many that are leaving aren't being replaced, leaving empty unused buildings.

>

> Thank you for taking the time to read this note.

>

> Andrew Strohm

> 2311 W 8th St

> Cedar Falls

>

>

>

> [NOTICE: This message originated outside of the City Of Cedar Falls mail system -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

[NOTICE: This message originated outside of the City Of Cedar Falls mail system -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

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

ORDINANCE NO. 2934

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

WHEREAS, the City Planning and Zoning Commission of the City of Cedar Falls, Iowa, has recommended to the City Council of the City of Cedar Falls, Iowa, that all that area described as follows shall be removed from the A-1 Agricultural Zoning District and placed in the R-1 Residence Zoning District, as follows:

THAT PART OF THE NORTHWEST QUARTER (NW 1/4), OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THREE (3), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE FOURTEEN WEST (R14W) OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK, COUNTY, IOWA, LYING NORTH OF LAKEWOOD HILLS, EXCEPT THE EAST SIX HUNDRED FIVE (605) FEET THEREOF.

Also

THAT PART OF THE NORTHEAST QUARTER (NE 1/4), OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION THREE (3), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE FOURTEEN WEST (R14W) OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK, COUNTY, IOWA, LYING NORTH OF LAKEWOOD HILLS, EXCEPT THE WEST ONE THOUSAND TWO HUNDRED FORTY-EIGHT (1,248) FEET THEREOF

And

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it to the best interests of the City of Cedar Falls, Iowa, that said proposal be made and approved; and

WHEREAS, the said Section 29-107, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-nine (29), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, provides that the zoning map of the City of Cedar Falls, Iowa, attached thereto, is incorporated into and made a part of said Ordinance;

Item E.4.

WHEREAS, notice of public hearing has been published, as provided by law, and such hearing held on the proposed amendment; now, therefore,

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

Section 1. That the following described real estate:

THAT PART OF THE NORTHWEST QUARTER (NW 1/4), OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THREE (3), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE FOURTEEN WEST (R14W) OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK, COUNTY, IOWA, LYING NORTH OF LAKEWOOD HILLS, EXCEPT THE EAST SIX HUNDRED FIVE (605) FEET THEREOF.

Also

THAT PART OF THE NORTHEAST QUARTER (NE 1/4), OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION THREE (3), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE FOURTEEN WEST (R14W) OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK, COUNTY, IOWA, LYING NORTH OF LAKEWOOD HILLS, EXCEPT THE WEST ONE THOUSAND TWO HUNDRED FORTY-EIGHT (1,248) FEET THEREOF

Be and the same is hereby removed from the A-1 Agricultural District and added to the R-1 Residence District.

Section 2. That the zoning map of the City of Cedar Falls, Iowa, be and the same is hereby amended to show the property described in Section 1, above, as now being in the R-1 Residence District, and the amended map is hereby ordained to be the zoning map of the City of Cedar Falls, Iowa, as amended.

Section 3. That said Section 29-107, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-nine (29), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, be and the same is hereby repealed and hereby re-enacted in the identical language as the same now is, in order that the same shall apply to and include the change hereby made in the zoning map of the City of Cedar Falls, Iowa.

INTRODUCED: _____ October 1, 2018

PASSED 1ST CONSIDERATION: _____ October 1, 2018

PASSED 2ND CONSIDERATION: _____ October 15, 2018

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk



MAYOR JIM BROWN

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

MEMORANDUM
Office of the Mayor

TO: City Council
FROM: Mayor Jim Brown
DATE: November 1, 2018
SUBJECT: Temporary Reappointment to P&Z

Brian Arntson has been serving on the Planning & Zoning Commission since 2006 and his term recently expired November 1, 2018. He is unable to serve another full term due to relocating but will still reside in Cedar Falls thru November. While seeking a replacement, I recommend approval of the temporary reappointment of Brian Arntson to the Planning & Zoning Commission, term ending November 30, 2018.

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

October 15, 2018

The Committee of the Whole met in the Council Chambers at 6:00 p.m. on October 15, 2018, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Rob Green, Daryl Kruse, Mark Miller, and David Wieland. Staff members attended from all City Departments. Tom Nelson with the Waterloo Courier, Carol Lilly with Community Main Street, Kathryn Sogard and Roger White and other members of the community attended.

Mayor Brown called the meeting to order and introduced the first item on the agenda Community Main Street Presentation. Carol Lilly reviewed the successes and challenges they have faced this past year. She reviewed the new construction happening, including the updates to the Levee. She stated they have the new wayfinding signage for this Historic District designation. Ms. Lilly stated they continue to have ongoing maintenance to sidewalks. She stated they have over 2500 volunteer hours. She stated they are updating their Strategic Plan. Ms. Lilly stated they continue to work with the City on the parking study and other Capital Improvement Program considerations.

Mayor Brown introduced the second item College Hill Partnership Presentation. Kathryn Sogard stated they continue to face challenges with a balance in owner occupied and rental homes and balance of new development and maintaining the original character of the hill. She stated they continue to work with volunteers on events and beautification. Ms. Sorgard stated they work with the City in three key areas; public safety, advisory and support and economic development.

Mayor Brown introduced the third item on the agenda, Bicycle and Pedestrian Committee Presentation. Roger White reviewed the health benefits to regular physical activity including bicycling or walking. He reviewed Bike Network map of the City. Mr. White reviewed the top eight priorities of the Committee. He stated they submitted their application for Bicycle Friendly Community in August.

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

There being no further discussion Mayor Brown adjourned the meeting at 6:45 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

October 17, 2018

Honorable Mayor and City Council
City Hall, 220 Clay Street
Cedar Falls, IA 50613

Dear Mayor Brown and Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa authorized administration of a testing instrument for the position of Land Surveyor. Listed below is the name of the top ranked candidate with written test score, applicable Veteran's Preference points, and total points with preference, as applicable.

<u>Applicant Name</u>	<u>Test Score</u>	<u>Veteran's Preference</u>	<u>Test Score With Preference</u>
Jeffrey Helland	571.50		571.50

Respectfully Submitted,



Robert Frederick, Commission Chairperson



Sue Ambrecht, Commissioner



John Clopton, Commissioner

Orig: Jacque Danielsen, City Clerk

Cc: Stephanie Sheetz, Director of Community Development
Jon Resler, City Engineer
Civil Service Records

CIVIL SERVICE COMMISSION

City of Cedar Falls
CEDAR FALLS, IOWA

October 31, 2018

Honorable Mayor and City Council
City Hall, 220 Clay Street
Cedar Falls, IA 50613

Dear Mayor Brown and Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa authorized administration of a testing instrument for the entry position of Maintenance Worker. Listed below are the names of the candidates scoring 70% or higher of the total points of 75. Included with their written test scores are applicable Veteran's Preference points (5% of the total points) and total points with preference, as applicable. Tied points are presented in alphabetical order.

	<u>Applicant Name</u>	<u>Test Score</u>	<u>Veteran's Preference</u>	<u>Total Points with Preference</u>
1.	Christopher Schipper	71	3.75	74.75
2.	John Koch	70		70
3.	Virgil Butterfield	67		67
4.	Chris Gearhart	65		65
4.	Cory Koger	65		65
6.	Nathan Rodamaker	64		64
7.	Wesley Platz	63		63
8.	Landon Parmer	62		62
9.	Benjamin Bausman	61		61
9.	Matthew Winkelman	61		61
11.	Jason Clay	60		60
11.	Barrett Kriz	60		60
13.	Patrick Shields	59		59
13.	Ted Timson	59		59
15.	Scott Crawford	57		57
15.	Jonathan Meade	57		57
15.	Matthew Thissen	57		57
18.	Curtis Doocy	56		56
18.	Josiah Smith	56		56
20.	Stephanie Camargo	55		55
21.	Joshua Rzepka	54		54

Respectfully Submitted,



Robert Frederick, Commission Chairperson

Sue Armbrecht, Commissioner


John Clopton, Commissioner

Original: Danielsen
Cc: Ripplinger, Heath, Nyman, Civil Service Records

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

October 31, 2018

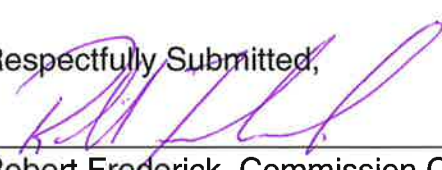
Honorable Mayor and City Council
City Hall, 220 Clay Street
Cedar Falls, IA 50613

Dear Mayor Brown and Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa authorized administration of promotional testing for the position of Planner II. Listed below are candidates with their combined weighted average scores in rank order. Per Iowa Code Chapter 400, Veteran's preference points are not applicable to promotional lists. Tied percentages are presented in alphabetical order, if applicable.

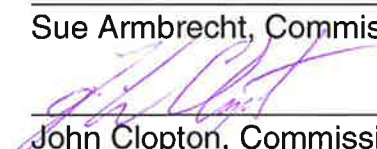
<u>Applicant Name</u>	<u>Combined Weighted Average Score</u>
1. Iris Lehmann	422
2. Justin Peterson	400.67
3. Margaret Howard-Heretakis	389.33
4. Tiffany Tononi	369
5. Desmond McGeough	348.33

Respectfully Submitted,



Robert Frederick, Commission Chairperson

Sue Ambrecht, Commissioner



John Clopton, Commissioner

Original: Jacque Danielsen

Cc: Stephanie Sheetz, Karen Howard, Civil Service Records

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



September 2018

Item F.1.d.

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**FINANCE & BUSINESS OPERATIONS
FINANCIAL SERVICES
SEPTEMBER 2018**

Financial Reports

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

Cash Management

Property tax related revenues received to date in FY19 are monitored monthly. The daily cash balances and budget to actual revenues and expenditures for all funds for FY19 were monitored during the month. The revenue and expenditure activity for the Capital Projects Fund was also monitored during the month.

Treasury

The Finance Division is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$102,409,500 invested in CD's and \$2,300,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	2	\$8,000,000.00
CD's Purchased	1	\$4,000,000.00
PFMM Deposit	0	\$0.00
PFMM Withdrawal	2	\$1,800,000.00
CD/Investment Interest		\$140,108.63

FY18 Audit

The auditors were here the week of September 24th to complete most of the audit field work. The process for financial statement reporting was started in June and was completed in September prior to the auditors arriving. As part of the financial statements, the City's share of net pension liabilities for IPERS and MFPRSI were included as part of the new GASB 68 requirements. In addition, the new OPEB liability was also recorded as part of the new GASB 75 requirements.

The Comprehensive Annual Financial Report will be completed in October and will be submitted to the Government Finance Officer Association (GFOA) under the Excellence in Financial Reporting program. The state required Annual Financial Report will also be filed in October with the State Auditor's Office.

Item F.1.d.

FY19 Capital Improvements Plan

All departments were asked to submit their FY2019-2024 Capital Improvement Plan (CIP) requests. The preliminary CIP schedule will be compiled in October.

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 September, 39 payroll checks and 719 direct deposits were processed.
5. Capital asset additions were monitored during the month.
6. Accounts receivable were processed and 376 invoices were mailed out to customers.
7. 1,580 transactions for accounts payable were processed and approved by the City Council for payment and 515 checks were mailed out to vendors.
8. The required Annual Street Report to Iowa Department of Transportation was filed on a timely basis.
9. Continued to provide bookkeeping support to the Cedar Falls Community Foundation.
10. Continued to provide bookkeeping support for Sturgis Falls.
11. Final grant reimbursements from Iowa Department of Homeland Security were received in September with regards to the 2016 Flood event which started September 21, 2016.

Benefits & Compensation Activities

1. The annually required 509a certificate and report was completed with the City's actuarial consultant and filed with the Iowa Division of Insurance for FY18 health fund information.
2. Cafeteria plan preparations for 2019 enrollment began.
3. The first FY19 challenge, Know Your Numbers, began with 68 employees completing a blood draw by Covenant Clinic staff to obtain lab values to complete an online health assessment in Wellmark's Wellness Center portal. Following the blood draw, employees were able to eat a healthy snack and a bottled water. Employee completion of the assessment by October 31st will result in a \$25 Hy-Vee gift card in November.

4. Staff continued to work with Wellmark regarding Blue Dental billing set up and corrections.
5. Staff continued benefits training with the City's new Accountant.
6. Staff continues to work with the pay plan consultant on reviewing job classifications and the evaluation form.

Civil Service Commission & Employment Related Activities

1. Staff provided follow up to and prepared for the August 29, September 12, and September 26 Civil Service meetings.
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: Civil Engineer, Firefighter (departures), Information Systems Technician I, Land Surveyor, Maintenance Worker, Planner II, and Public Safety Officer; PT positions: Administrative Assistant, Assistant Equipment Mechanic, CSO, Laborer, Library Assistant, Director, Intern and Shelver, Maintenance Worker, Production Assistant, Reserve Police Officer and POC Reserve Police Officer, Transfer Station Laborer, and seasonal positions in the Municipal Operations & Programs Departments.
3. Staff prepared for and attended the September 25th ISU Engineering Career Fair with the City Engineer and City Administrator. Follow up communications will be completed for full-time and intern position recruitment.

Miscellaneous Personnel Activities

1. Personnel policy updates with the City Attorney continued to be reviewed.

Item F.1.d.

Finance and Business Operations Information Systems Division Monthly Report September 2018

Software Purchase/Installation/Upgrade Activities

- Software installations included:
 - 5 ACT! V20 licenses were purchased for Tourism the current version was end of life.
- Software Installation:
 - Polk City Directory software was renewed and upgraded on our network.
 - ACT! V20 was installed on a new server and on 5 PC's at Tourism.
- Software Upgrade:
 - WatchGuard body camera firmware was updated to 3.0.2.209 in order to resolve camera docking problems.

Equipment Purchase/Installation/Upgrade Activities

- Equipment purchases included:
 - New rollers for a desktop scanner.
 - A half dozen case fans were ordered in 2 different sizes.
 - A new camera system for the Hearst Center.
 - vSphere Hosts 10GB Network Card
- Equipment installations included:
 - 2 Laptops have been configured for admissions and Holmes and Peet pools.
 - A new PC was loaded for the Vehicle Maintenance Supervisor.
 - A TV was installed, to replace a bad projector, in the Mayor's conference room.
 - 12 new cameras were installed at the Hearst Center. A new cable was also run for a 13th camera to be added later.

Project and Assistance Activities

- Agenda management software replacement
 - Selected Municode as our new agenda management software.
 - Worked with Hyland on how to download video and agenda packets in order to migrate
 - Amended Hyland's maintenance contract for quarterly terms.
 - Presented to council the agreement with Municode.

- Graphic design projects for the month included:
 - Hearst Center: multiple exhibit materials and promo, event posters/fliers and postcards
 - Tourism: misc. printing, ad resizes
 - Other: Currents coordination and design, social media and website maintenance, Pink Patch Project materials, business cards, career fair materials, meeting/event slides and announcements, no parking signs, misc. staff assistance, misc. printing
- Assistance Activities:
 - Assisted Library with configuration of a new File Server
 - A covert camera was setup, for the Police Department, pertaining to an investigation.
 - The switch rack, at the Hearst Center, was cleaned up in order to accommodate a new DVR system.
 - A new coax cable was run between the PD CSO's office and the sally port in order to get a camera working again.
 - A mini PC is being configured for the Tourism digital signage TV.
 - PD investigations were assisted with getting an FTP folder setup to send large files back and forth for an investigation handled between our PD and West Des Moines PD.
 - 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

Item F.1.d.

Problem Resolution Activities

- Uploading and syncing issues required a hard reset on all PD body cameras.
- The QSECOFR account had been disabled causing issues with the Twinax controller, for the blue bar printer. We reset the account and reconfigured the twinax and that resolved the issue.
- Lanlink was optimized/repared to eliminate errors when browsing records.
- DS control point DVR software was reloaded on the PD CSO camera PC.
- 2 machines were removed and rejoined to our domain due to trust relationship error messages.
- A yard waste truck needed to have pickups manually downloaded due to faulty upload.

Equipment Repair Activities

- A new system fan was installed in a Public Works PC due to failure.
- A city issued iPhone was sent in for repair, under warranty.
- The GIS Analyst's hard drive was failing so the drive was cloned to a new hard drive in order to preserve data.
- A paper clip was removed from the CD copier document feeder, which was causing paper jams.
- Rollers were replaced in a Finance desktop scanner.
- 2 Police body cameras were sent in for repair, under warranty.

Channel 15 Programming Activities

Televised live programs from City Hall:

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

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

- Added upcoming Community Calendar events to the Channel 15 Bulletin Board.

Regular production included:

- Produced 4 City News shows
- Produced 1 Arts Overlook segments
 - ARTapalooza Recap
- Produced 4 Sports Talk segments
 - CF Football Recap
 - CF Volleyball Recap
 - CF Cross Country Rich Engel Recap
- Aired 4 new Panther Sports Talk shows
- Continued production on "Cedar Falls Fire Rescue: 150 Years" documentary

- Recorded 1 Currents program
 - Community Main Street: Downtown Events October
- Recorded 3 Mayor's Corners
 - City Finance
 - Downtown District
 - Millrace/Red Cedar
- Covered one Panther Sports Network event
 - UNI Football vs. Hampton
- Covered two CF Volleyball matches
 - Cedar Falls Volleyball vs. Iowa City High
 - Cedar Falls Volleyball vs. Cedar Rapids Prairie
- Covered One Cedar Falls Boys Cross Country meet
 - CF Boys Cross Country at Rich Engel Invitational
- Covered One Cedar Falls Girls Cross Country meet
 - CF Girls Cross Country at Rich Engel Invitational
- Covered two Cedar Falls Football games
 - CF Football vs. Bettendorf
 - CF Football vs. Cedar Rapids Jefferson
- Covered one Cedar Falls Sophomore Football game
 - CF Sophomore Football vs. Cedar Rapids Jefferson
- Finished Production of Tiger Booster Club video

- Covered four Tiger Rewinds
 - CF Football vs. Ankeny
 - CF Sophomore Football vs. Bettendorf
 - CF Sophomore football vs. Dubuque Hempstead
 - CF Football vs. Dubuque Hempstead

City News

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

- September Flood of 2018, 6th highest on record
- Flood information on City Website
- Flood Levee update
- Road Construction Update
- ARTapalooza Preview
- HGTV Downtown Comeback Producer coming to CF
- WasteTrac Household Hazardous Materials Event preview
- Mulching vs. Raking
- Hartman Halloween Hikes preview
- Aldrich Elementary ribbon cutting
- CF Enrollment numbers continue to rise
- Downtown Cultural Ribbon Cutting
- Community Builders Celebration recap

Item F.1.d.

- ARTapalooza Recap
- SPORTS: Rich Engel Invite Recap: CF Cross Country
- Place to Play Inclusive Playground reaches goal: ribbon cutting preview
- Orchard Hill Pickleball Courts Ribbon Cutting
- CF Police and CF Fire selling Pink Patches as fundraiser for Breast Cancer Awareness

Geographical Information Systems (GIS)

- Projects:
 - Worked with building inspections to provide data on addresses potentially impacted by flooding
 - Worked with Community Development to show areas of growth in the Greenhill Rd corridor
 - Provided data for a sanitary sewer regionalization study
 - Fixed the historical 1999 imagery service
 - Reviewed all plats and site plans for technical review
- Web & Database:
 - Added new flood inundation web application for viewing flooded areas at specific river gauge heights
 - Researched all sanitary sewers to determine when each was installed
 - Updated cemetery information from CIMS into SQL
 - Updated rental information from Firehouse into SQL
 - Updated building permits from LAMA into SQL
- Maps:
 - Provided map of areas affected by flooding
 - Provided a map for Planning on W 1st St property acquisitions
 - Provided a map of Heritage Hills Estates 2nd for developer
 - Provided maps for new addresses issued:

Training and Staff Activities

- The EOC phones and computer were setup, twice, due to high river levels.
- Continue System Technician I hiring process, surveys were sent out and received back, scoring was completed and a certified list is ready to be presented to council on October 1.
- Added Tyler Montgomery as paid-intern in Cable TV.
- GIS Analyst Provided on-site training for Public Works staff documenting areas for potential flood reimbursement
- GIS Analyst Worked with GIS Intern to map platted easements and setbacks
- GIS Analyst Checked GIS Intern's work for completeness and accuracy
- Worked with Vendors for replacement values on Avamar Backup system

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

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

1. **Traffic Court:**

City Cases Filed: 148 (this number includes both City and State tickets)

Cases Set: 13

Trials Held: 7

2. **Code Enforcement:** None.

3. **Miscellaneous:** Finalize Culp negotiations for jury trial case.

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

4. **PERSONNEL/HUMAN RESOURCES:**

- a) Consult with City staff on personnel and disciplinary matters
- b) Attend weekly Human Resource Meetings
- c) Work on Personnel Policy revisions
- d) Advise library staff, personnel issues

5. **RISK MANAGEMENT/CLAIMS:**

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

6. **CONTRACTS/AGREEMENTS:**

- a) Review, Advise & Drafting – Memorandum of Understanding, Waterloo Housing Consortium
- b) Review, Advise & Drafting—Nature Conservancy for Oxbow restoration

Item F.1.d.

- c) Review, Advise & Drafting---UNI for Consulting Agreement
- d) Review, Advise & Drafting—Massage Therapy at the Rec Center
- e) Review & Advise—Hyland for software
- f) Review & Advise—WGI for consulting
- g) Review & Advise—Huff Contracting for AIA agreement (Library)
- h) Review & Advise—Hi-yield for sewer easement
- i) Review & Advise—Lanus for levee utility easement
- j) Review, Advise & Drafting—standard umpire contract (Rec Center)

7. **MAYOR/CITY COUNCIL:**

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

9. **MISCELLANEOUS:**

- a) Attend Weekly Department Meetings
- b) Professional Reading-municipal and employment law resources
- c) Advise on new Iowa appellate court cases of interest to the City
- d) Advise on Open Records requests
- e) Attention to property acquisitions – West 1st Street
- f) Continue drafting of standardized storm water maintenance and repair agreement

REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:

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

- a) The Risk Management Committee met September 19, 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 process outside legal counsel legal fees.
- d) Review and edit contracts and certificates of insurance for insurance requirements; working with legal counsel and conferring with Arthur J. Gallagher and contractor's agents.
- e) Worked with Alternative Service Concepts in processing claims: worker's compensation, liability, property damage, etc.
- f) Review of CHUBB Policy: flash flooding
- g) Special Events: review trails and parks rental agreements and insurance.
- h) North Industrial Park Rail Renewal; underwriting submission review.
- i) Random Drug and Alcohol screens held for drivers holding the Commercial Driver's License designation.
- j) Flu Shot Clinic held for City Employees and Elected Officials.
- k) Review and process unemployment claim.

11. **Personnel**

- a) Work with departments and legal counsel on disciplinary matters.
- b) Work with departments and legal counsel on various personnel issues.
- c) Process medical billing for pre-employment and post-employment matters.
- d) Review of Personnel Policies with Personnel staff.
- e) Processed FMLA leave and monitor non-FMLA leaves of absence.
- f) Attend FMLA Webcast: Reasons that qualify leave.

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

- a) Attended Human Rights Executive Committee and Commission Meeting on September 17, 2018, and Education Committee Meeting on September 18, 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.
- e) Attend Economic Inclusion Summit planning meetings.

Item F.1.d.

FINANCE & BUSINESS OPERATIONS PUBLIC RECORDS SEPTEMBER 2018

Public Records Activity

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

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

City Council adopted two (2) ordinances and thirty-four (34) resolutions during the month; staff drafted twenty-nine (29) of these resolutions.

Issued the following:

- 0 Business Licenses
- 0 Sidewalk Café permit
- 23 Pet licenses
- 6 Annual "Paw Park" permits
- 6 Cemetery Interment Rights Certificates

Issued the following Parking Permits:

- 62 Monthly Lot
- 2 Annual Lot (prorated)
- 2 Annual Senior
- 30 Monthly Construction
- 15 Daily/Guest
- 0 Annual Dumpster

Processed (14) liquor licenses and (3) beer permits.

Recorded (20) documents with the County Recorder.

Responded to (2) requests for public records and (2) requests/concerns received thru the City's on-line Service Request feature.

Completed review of the proof for the new Code of Ordinances and prepared corrections.

Drafted and submitted FY19/20 Goals & Accomplishments for the Public Records and Parking Enforcement Division.

The unemployment rates for the month of August 2018 were 2.7% for the Waterloo-Cedar Falls Metropolitan Area, 2.5% in Iowa and 3.9% in the U.S.

Document Imaging completed

- 3 – Employee performance evaluations.
 - 98 – Employee documents/personnel files.
 - 15 – Financial Annual Reports – TIF Certifications (FY99-FY13)
 - 23 – Miscellaneous boards, commissions & committees meeting materials.
 - 84 – City Council Resolutions. (21,188-21,271)
 - 9 – Ordinances. (2917-2925)
 - 127 – Planning project files.
- Departmental Monthly Reports for August 2018.

Parking Enforcement

- 1,053 – Parking citations issued.
- \$ 4,670.00 – Citations paid.

Parking Collection Efforts

- \$ 1,053.00 – Collections from delinquent parking accounts.
- \$ 750.00 – Vehicle immobilizations (15 vehicles).

The parking study committee reviewed proposals, interviewed consultants and selected WGI to complete the Downtown Parking Study.

Item F.1.d.

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

Library Activity

Usage Statistics	July 2018	August 2018	August 2017
Customer Count	24,312	19,598	21,639
Circulation	44,719	44,949	39,441
Ebooks, emagazines, and streamed videos	4,541	4,297	4,006
Downloaded music	1631	1584	1,602
Reference Service	2,934	2,384	3,012
Items Added	807	1382	928
Event Attendance	2,719	567	1,182
Computer & Wi-fi Usage	4,354	4,079	3,807

Special events in September included the following:

- Preserving the Bounty gardening workshop
- Practically Perfect Food Preservation workshop
- Tween programs for school-aged children ages 8-12, including board games and marionette puppet-making
- Bookclub Bonanza featuring author Jocelyn Green
- Political Literacy series on topics including Separating Fact and Fiction in a Fake News World, Citizenship in 2018: What We Can Learn from the Constitution, A Brief Primer on Iowa Politics, and Foreign Policy as Domestic Politics. The series was presented by UNI political science professors Justin Holmes, Jayme Neiman, Chris Larimer, and Evan Renfro, respectively.
- Teen nights every other Friday evening after closing
- A puppet show for Artapalooza performed by youth staff on Main Street.
- Writers of the Cedar Valley
- Geek Out Together: Conspiracy Theories, a popular culture discussion group
- Youth book clubs for 3rd-4th graders, 5th-6th graders, and junior high school students.
- Device Advice for seniors, for drop-in technology assistance
- Teen Minecraft
- All ages trivia on the topic of "What's This Tech Thing?"

- Hollywood through Posters, a presentation about the history of film and Iowa's connection to some of the greatest films
- Board game Saturday with the Friendly Meeple
- Friends book discussions
- Memoir writing workshops
- Game of Thrones Tavern Trivia at Second State Brewing

Special events were funded by the Friends of the Cedar Falls Public Library.

The Friends book discussions included *A Killing Snow* by David Hoing and Roger Hileman and *Blood and Thunder* by Hampton Sides.

Community Center: In addition to regular weekly events for seniors, such as ceramics, cards, billiards, functional fitness sessions, and music, the Center also hosted rentals for bridge clubs, a dinner party, stamp club, train club, a Lollipop Concert with the Waterloo Cedar Falls Symphony, the Food Co-op Food Fest, and Pink Ribbon Run.

Item F.1.d.

ENGINEERING DIVISION PROJECT MONTHLY REPORT - September 2018

<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
W. 20th Street Bridge Replacement	Box Culvert	Construction Underway	\$850,000	Engineering Division PCI
Campus Street Box Culvert	Box Culvert	Contracts	\$320,000	Engineering Division PCI
Cedar River Whitewater Recreation	Recreation	RFP for Consultant	\$50,000	Engineering Division
Downtown Levee Improvements	Flood Protection Raise Levee to 500 Year	Construction Underway	\$11,800,000	Engineering Division AECOM
Dry Run Creek Sanitary Sewer Phase II	Sanitary Sewer	Final Out Remains	\$3,800,000	Engineering Division SM Hentges
2017 Permeable Alley	Storm Water	Final Out Remains	\$150,000	Engineering Division Vieth Construction
2018 Permeable Alley	Storm Water	Final Out Remains	\$68,000	Engineering Division Bentons
Mandalay Slope Repair	Storm Water	Final Out Remains	\$107,000	Engineering Division S.L. Baumeier
2018 Sidewalk Assessment	Sidewalk	Construction Underway	\$38,924	Engineering Division Feldman Concrete
2018 Public Sidewalk and Pedestrian Trail Improvement Project	Sidewalk/Trails	Construction Underway	\$122,878	Engineering Division Feldman Concrete
Center Street Trail	Trails	Construction Underway	\$450,000	Engineering Division Cunningham Construction
2018 Street Construction	Street Repair	Construction Underway	\$4,700,000	Engineering Division PCI
Greenhill Road Extension	New Street Construction	Final Out Remains	\$5,100,000	Engineering Division AECOM
Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Construction Underway	\$2,500,000	IDOT/AECOM Engineering Division
Prairie Parkway & Viking Road Traffic Study	Traffic Study	Study Underway	\$10,000	Engineering Division AECOM
Greenhill Road Traffic Study	Traffic Study	Study Underway	\$90,000	Snyder
University Avenue - Phase I	Reconstruction	Final Out Remains	\$14,500,000	Engineering Division Foth
University Avenue - Phase II	Reconstruction	Construction Underway	\$13,632,000	Engineering Division Foth PCI
University Avenue - Phase III	Reconstruction	Construction Underway	\$3,500,000	Engineering Division Foth
W. 1st Street Reconstruction	Reconstruction	Final Design	\$6,500,000	Engineering Division Snyder & Associates

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

<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
Autumn Ridge 8th Addition	New Subdivision	Acceptance of Improvements Remain	-----	BNKD Inc. Shoff Engineering
Gateway Business Park	New Subdivision	Construction Underway	-----	Shive Hattery Baker Construction
Greenhill Village Townhomes II	New Subdivision	Preliminary Plat to Council	-----	CGA
McMahill Plat	New Subdivision	Under Construction	-----	Cedar Falls Schools Hall and Hall
Prairie Winds 4th Addition	New Subdivision	Construction Underway	-----	Brian Wingert CGA
Prairie Winds 5th 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 Fourth Addition	New Subdivision	Under Review	-----	Skogman/CGA
Western Homes 7th Addition	New Subdivision	Under Review - Grading Approved	-----	Claassen
Wild Horse 4th Addition	New Subdivision	Under Construction	-----	Skogman/CGA

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ENGINEERING DIVISION COMMERCIAL CONSTRUCTION MONTHLY REPORT - September 2018

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
924 Viking Road	924 Viking Road	Approved	Approved	Dahlstrom/CGA	Active
Ashley Furniture	2615 Capital Way	Approved	Approved	Claassen Engineering	Completed
Bethany Bible Church	4507 Rownd Street	Seed Stabilization	Approved	VJ Engineering	Completed
College Square Apartments	925 Maplewood Drive	Seed Stabilization	Approved	Confluence	Completed
Community Foundation	3117 Greenhill Circle	Seed Stabilization	Approved	Peters Construction	Completed
Community Motors	4617 University Avenue	Seed Stabilization	Approved	Helland Engineering	Completed
Greenhill Fountains - Ph. II	5307 Caraway Lane	Approved	Approved	Hall & Hall	Active
Hanna Park Lot 5	Under Construction	Approved	Approved	Shoff Engineering	Active
Jacobson Parking Areas	411 Clay Street	Approved	Approved	Peters Construction	Completed
UnityPoint	5100 Prairie Parkway	Seed Stabilization	Approved	VJ Engineering	Completed
Wayson Chiropractic	4615 Chadwick Road	Seed Stabilization	Approved	Peters Construction	Completed
Western Home Community Building		Approved	Approved	Claassen Engineering	Active
Willow Falls Addition	1123 Bluegrass Circle	Seed Stabilization	Approved	VJ Engineering Brent Dahlstrom	Completed
Aldrich Elementary School	2526 Ashworth Drive	Approved	Approved	Larson Construction	Active
Orchard Elementary School Addition	3909 Rownd Street	Approved	Approved	Brain Engineering	Active
Panther Office Addition	616 Clay Street	Approved	-----	Dollys Rental	Active
Airgas Parking Lot Addition	407 Performance Drive	Approved	-----	Cardinal Construction	Active
Veridian Credit Union Parking Lot	3621 Cedar Heights Drive	Seed Stabilization	-----	-----	Completed
Fager Properties LLC	3123 Big Woods Road	Approved	-----	Fager Construction	Active
State Street Mixed Use LC	200 E. 2nd Street	Approved	-----	Benton Sand & Gravel Inc.	Active
CFU Building Addition	1 Utility Parkway	Approved		Peters Construction	Active
City of Cedar Falls Community School	3626 W. 12th Street	Approved	-----	Peters Construction	Completed
Western Home Communities 4th - Building Addition	5317 Hyacinth Drive	Approved	Approved	Cardinal Construction	Active
Cedar Falls Lutheran Home for Aged	7501 University Avenue 1A & 2B	Approved	-----	Peters Construction	Completed
Brookside Veterinary Hospital	9305 University Avenue	Approved	-----	Magee Construction Company	Completed
JC Enterprises Parking Lot	1910 Center Street	Approved	-----	JC Enterprises	Completed
JC Enterprises Building Addition	1910 Center Street	Approved	-----	JC Enterprises	Completed
Deere and Company	6725 Cedar Heights Drive	Seed Stabilization	-----	Peters Construction	Completed
Cedarloo Park Parking Lot	4418 University Avenue	Approved	-----	City of Cedar Falls	?
Hertz Farm Building Renovation	6314 Chancellor Drive	Approved	Approved	Peters Construction	Active
Greenhill Commercial 2nd Addition - Lot 2	4505 Algonquin Drive	Approved	Approved	High Properties	Active
Great Wall Reconstruction	2125 College Street	Approved	Approved	Peters Construction	Completed
Weber Paper Remodel	5801 Westminster Drive	Approved	Approved	Peters Construction	Completed
Victory Motors Building Remodel	5312 University Avenue	-----	-----	All Seasons Construction	Active
Viking Pump Building Addition	715 Viking Road	-----	-----	Cardinal Construction	Active
Wayson Chiropractic	4615 Chadwick Road	Under Construction	Approved		-----
Willow Falls Addition	Bluegrass Circle	Under Construction	Approved	VJ Engineering Brent Dahlstrom	
N. Cedar Elementary School		Approved	Approved	Brain Engineering	
Western Home 7th Addition	Under Construction	Approved		Lockard Development	Active
Standard Distributing Co. Building Addition	317 Savannah Park Road	Approved	Approved	Casady Engineering, Inc.	Active
Henry Property	Ridgeway Ave	Under Review	Under Review		Active

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

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
Redeemer Church	815 Orchard Drive	Approved	Approved	VJ Engineering	Active
200 West 1st Street	200 W. 1st Street	Approved	Approved	Arabella, LLC	Active
Test America	3019 Venture Way	Approved	Approved	FN Investors, LLC	Active
Threads	6601 Development Dr.	Approved	Approved	ACOH, LLC	Active
Rabo Agrifinance	1402 Technology Pkway	Under Review	Under Review	Fehr Graham Engineering	Active
Standard Distribution	1225 Rail Way	Approved	Approved	Fred Rose, LLC	Active
Buckeye Corrugated	2900 Capital Way	Approved	Approved	Fehr Graham Engineering	Active
Lot 5 West Viking Road	3201 Venture Way	Approved	Approved	Skogman/CGA	Active
Fareway Stores	4500 S. Main Street	Approved	Approved	Fareway Stores/ Snyder & Associates, Inc.	Active
Public Safety Building	4600 S. Main Street	Approved	Approved	CGA/Peters Construction	Active
River Place MU II	122 E. 2nd Street	Approved	Approved	AECOM	Active
Hampton Inn	101 W. 1st Street	Under Review	Approved	VJ Engineering	Active

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

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

\$7,008.00
 \$32,985.60
 \$17,166.94
 \$33,351.00

Sep-18

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	9	0	\$2,774,314.00	\$21,910.80	35	0	\$9,273,465.00	\$77,112.40
Multi-Family New Construction								
Res Additions and Alterations	88	0	\$851,531.00	\$15,738.90	368	0	\$3,802,322.00	\$64,209.00
Res Garages	7	0	\$76,790.00	\$1,476.00	29	0	\$329,442.00	\$6,263.25
Commercial/Industrial New Construction	1	0	\$1,800,000.00	\$9,878.75	5	0	\$14,665,400.00	\$71,297.50
Commercial/Industrial Alterations	13	0	\$1,401,446.00	\$11,955.40	37	0	\$4,587,924.00	\$35,141.30
Commercial/Industrial Garages					1	0	\$14,145.00	\$283.50
Churches					1	0	\$3,840.00	\$125.00
Institutional, Schools, Public, and Utility	1	0	\$103,920.00	\$0.00	2	0	\$103,920.00	\$0.00
Agricultural/Vacant								
Plan Review	10	0	\$0.00	\$12,892.00	23	0	\$0.00	\$62,568.00
Total	129	0	\$7,008,001.00	\$73,851.85	501	0	\$32,780,458.00	\$316,999.95

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

Sep-18

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	63	0	\$0.00	\$10,386.50	238	0	\$0.00	\$24,785.20
Mechanical	70	0	\$0.00	\$6,295.00	253	0	\$0.00	\$24,136.25
Plumbing	78	0	\$0.00	\$10,187.50	235	0	\$0.00	\$30,510.50
Refrigeration	1	0	\$0.00	\$130.00	2	0	\$0.00	\$310.00
Total	212			\$26,999.00	728			\$79,741.95

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	1	0	\$0.00	\$0.00	2	0	\$0.00	\$0.00
Mechanical	2	0	\$0.00	\$300.00	3	0	\$0.00	\$450.00
Plumbing					2	0	\$0.00	\$150.00
Refrigeration								
Total	3			\$300.00	7			\$600.00

Building Totals	129	0	\$7,008,001.00	\$73,851.85	501	0	\$32,780,458.00	\$316
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Grand Total	344	0	\$7,008,001.00	\$101,150.85	1236	0	\$32,780,458.00	\$397,10
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Item F.1.d.

PLANNING & COMMUNITY SERVICES DIVISION MONTHLY REPORT September 2018

MONTHLY MEETINGS:

Planning & Zoning Commission – A meeting was held on September 12. The following items were considered. Staff also updated the Commission regarding the plan to move forward with visioning and an update to the zoning code for Downtown Cedar Falls.

Owner/Applicant	Project	Request	Action Taken
Larry Hill and Wingert Development	Rezone north end of Lakeshore Drive	Rezoning from A-1 to R-1	Approved
Larry Hill and Wingert Development	North end of Lakeshore Drive - Park Ridge Estates	Preliminary Plat	Initial Discussion
City of Cedar Falls & Thomas and Dorinda Pounds	Downtown design review at 308 Franklin Street	Site plan review for a house addition	Approved
Cottonwood Canyon	Downtown design review at 419 Washington Street	New deck for outdoor service area	Approved
Jessica and Jeff Marsh	Downtown design review at 408-412 Main Street	Mural painting	Approved

Group Rental Committee – No meetings in September.

Board of Rental Housing Appeals – No meetings in September

Board of Adjustment – No meeting in September.

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Historic Preservation Commission	9/12/18	Upcoming and ongoing projects discussed.
Housing Commission	9/11/18	Proposal to Increase Payment Standards Update to Rehab Manual
Community Main Street Design Committee	9/21/18	Submissions reviewed. Upcoming projects discussed.
Bicycle and Pedestrian Advisory Committee	9/4/18	Bike network signage, bike ordinance, E-bike ordinance, 2019 pavement management plan

Metropolitan Transportation Technical Committee	9/13/18	Technical Committee meeting was held.
MET Transit Board	9/27/18	Staff reports, procurement policy, asset management plan.
Wellness Committee	9/7/18	Prepared for blood draw event and finalized survey results.
North Cedar Neighborhood Association	9/10/18	Update on Center Street trail project. Project now underway. Grading and removal of existing sidewalks occurring.
College Hill Partnership	9/11/18	Resolution of City trash receptacles and pick-up; Partnership grateful for this service. Information presented from the Board retreat goal setting. Desire to increase awareness and participation in the organization and to change the way board members are nominated. Good participation from UNI students for area clean-ups and Yoga event.

ECONOMIC DEVELOPMENT:

- Prepared and distributed materials for information requests for prospects along with information on available buildings, land, incentives, tax rate comparisons, etc.
- Staff continues to explore possibilities for expanding the City's industrial parks.
- Staff received proposals for master planning services for the Gibson properties that the City owns along W. Ridgeway Avenue and Hudson Road. Will review proposals and select consultant in the coming weeks.
- Met with businesses in the Industrial Park to discuss their business operations.
- Drafted development agreements for two separate economic development projects: one in the Northern Cedar Falls Industrial Park and one in the Cedar Falls Technology Park.
- Rezoning and site plan review continues for a proposed retail development at the corner of Highway 58 and W. Ridgeway Avenue.
- Construction has begun for a new 30,000 square foot industrial/office building in the West Viking Road Industrial Park.
- Sent Tax Abatement Exemption Ordinance to City Council for Standard Distribution's 53,000 square foot addition at 317 Savannah Park Road that was completed earlier this year.
- Discussed redevelopment of a commercial site at 4728 University Avenue.

PLANNING SERVICES:

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

Number of Rental Inquiries: 30

Types of Questions:

- Information on paving requirements

Item F.1.d.

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

CODE ENFORCEMENT:

Number with Cases During Timeframe	51	
Incomplete Cases	18	36.0%
Completed Cases	33	64.0%
		100.0%

<u>Description of Issue</u>	<u>Amount</u>	
Front and Side Yard Parking	4	
Brush Piles/Vegetation	2	
Garbage container at street curb	2	
Items at the Street Curb	3	
Junk/unlicensed vehicle	2	
Illegal Storage of Trash/Materials on Property	9	
Property/Building Maintenance	3	
Sump Pump	7	
Illegal Dumping	2	
Signs in the ROW	1	
Animal control	1	
Tall grass and weeds	15	
Total	51	

Landlord Accountability Ordinance:

- 20 properties issued warnings.
- 1 property issued citations/points.

OTHER PROJECTS FOR SEPTEMBER INCLUDED:

- A final paving reminder was sent to the relevant landlords with paving deadlines in October 2018.
- Postcards were sent out to remind relevant landlords of their October 2019 paving deadline.
- W. 1st Street reconstruction continues with final design. The right of way portion of the project is underway. Staff has been working with the consultant on the right of way negotiations with the property owners.
- Once HPC project was selected for the UNI History Field Experience Student Placement Course: Tourist Park – Frisbee golf course. Work on project started.
- Two Rental to Owner Conversion Incentive Program projects approved and started.
- Cedar River Recreation Project: the consultant is working on the permitting and final design for the project. A public open house has been scheduled on October 23, 2018.
- Proposals for master planning services for the city-owned Gibson properties along W. Ridgeway Avenue were received and review of the proposals is ongoing.

- Donna Bash resigned from the Historic Preservation Commission. Staff started the process of finding a replacement.
- Downtown Parking Study: Consultant team chosen
- Parkade paver replacement RFP is being drafted.
- RFP for Downtown Visioning and Zoning Code update is being drafted.
- RFP for Center Street streetscaping project is being drafted.

CDBG

Programs:

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

Housing Rehabilitation Grants	0 Property under construction 3 Properties in pipeline 2 Property complete 0 Applications received
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Emergency Grants	0 Property under construction 0 Property in bidding 0 Property in pipeline 1 Application received 3 Projects completed
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A variety of technical requirements must be met for these programs to meet the grant, such as historical reviews, income verifications, etc. These occur throughout the month and process of approval, implementation and completion.

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

SECTION 8

Housing Choice Voucher Monthly Report

Waiting List	365	HAP Payments	\$ 82,213
New Applications Taken	0	Utility Payments	\$ 1,094
Units under Contract	205		
Total Vouchers Available	326*		
Lease Up Goal	240**		
Initial Vouchers Issued	13		
Mover Vouchers Issued	2		
New Admissions	0		

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Citizen Contacts/Appointments: A total of 37 appointments were made and 237 citizen/client contacts were addressed. Appointments included:

- 13 Annual Recertification
- 15 Vouchers Issued
- 0 New Admission
- 5 Interim Income changes
- 1 Port In/Out
- 3 Other

HQS Inspections: 19 Inspections were completed

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

Hearings: None

Other:

- **30** applicants from the Waiting List were sent letters notifying them that their name had come to the top of the List. Staff completed background checks and met with 16 of these applicants to determine their eligibility to receive a housing voucher. **13** new vouchers were issued and these clients are actively seeking housing.
- Staff updated the average utility allowances by unit size and unit type. Utility allowances help to estimate a client's total housing costs. The allowances were last updated in FY 2016-2017, but did not have significant change.
- Staff reviewed the recently HUD published 2019 Annual Fair Market Rent and prepared documentation for the Housing Commission to consider updating the program Payment Standards. The Payment Standards were last updated in 2016.

**Amount of Vouchers HUD authorizes*

*** Lease up goal based on available funding*

Add A Dollar Report

During the month of September, the Add a Dollar program assisted 6 households with an average of \$203 per household. The program balance is currently \$0. Additional funding will be available in October.

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

PLANT OPERATIONS

With September being the wettest month recorded, we had many issues related to high flows. Heavy rains on the 3rd caused some surcharging of sewer mains in areas of the city that are vulnerable to this. We did have reports of backed up basements. In each area we are looking for short term and long term solutions to help avoid these in the future.

Despite high flows at the treatment plant our effluent limits were met with the exception of the percent removal of one parameter. We are required to meet a numerical limit and achieve 85% removal of solids. With a highly diluted influent it is difficult to achieve this removal rate. We were just below the requirement at 83.4% removal.

BIOSOLIDS

We were able to process 330,000 gallons of material, 114,000 of which was hauled out in liquid form and 216,000 gallons treated with our belt filter presses. This is a slight decrease over the 370,000 gallons processed in September 2017.

A total of 116.7 tons of sand and grit were hauled out of the plant to the landfill in September. This is a high number related to the high flows caused by the extremely wet weather.

SEWER CALLS AND SERVICE

We received 413 sewer locate requests from the Iowa One Call system, 148 of which were pertinent and required markings by our field staff.

There were twenty two sanitary sewer calls received in September, most were related to heavy rain events. We did have reports of basement backups and had a few lines that were backed up due to high flow related to footing drains that discharge into the sanitary sewer. Many calls were related to sump pumps unable to handle the wet conditions. In these cases there is little help the City can provide as this is a private property issue.

We were able to hydro-clean a total of 20,333 feet (3.85 miles) of sanitary sewer lines this month. Our annual total is at just 27.3 miles of the goal of at least 40 miles cleaned.

Closed circuit television inspections of sanitary and storm sewer lines were conducted totaling just 8,880 feet (1.66 miles).

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TRAINING/PERSONNEL ISSUES

Our Laboratory Technician, Patty Tometich, attended the U of I Hygienic Lab conference on September 27th.

We also gave one tour to UNI students in September.

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

PARK

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking and shelter cleanup duties.
- Removed and covered up graffiti.
- Performed silt removal in Island Park to alleviate trail ponding issues.
- Swept and blew off all of the recreational trails.
- Installed bike repair station located at Big Woods North parking lot.
- Began maintenance on winter snow equipment.
- Flood preparations and clean up at Island Park and Washington Park.
- Assisted with tree planting project on Lone Tree Rd. (100 trees).
- Continued work in Orchard Hill Park for new pickle ball & basketball courts.
- Continued with stump removals.
- Replaced sections of bridge planking on trail bridge south of Paw Park.
- Pickup and repair bench damaged on 23rd & College St.
- Repaired damage to a bench in Overman Park.
- Installed new playground mulch in various parks as needed.
- Collected and disposed of all old chemicals during Waste Trac waste collection day.

ARBORIST

- Ash tree removals continued on city ROW. (20 total)
- Other street tree removals. (8 total)
- Some routine tree trimming and hanger removals from multiple locations. (30 total)
- Trimmed tree away from parking lot lights at Hearst Center.
- Performed routine cleaning and maintenance of arborist equipment.
- Cleaning planting beds and city owned bio-cells.
- Cleaned trees around intersection of Big Woods and Dunkerton Road due to sight obstructions.
- Spent two days picking up down limbs as a result of high winds.
- Watering of newly planted tree and shrubs was performed.
- Started preparing bio-cells for winter.
- Planted 15 Arborvitae plants in planting beds at parking lot G.

CEMETERY STAFF

- Performed regular grave openings/closings and assistance with funerals.

Item F.1.d.

- Weekly mowing and trimming of all three cemeteries.
- Picked up down limbs in the cemeteries and in some ROW mowing areas.
- Staff assisted with flood cleanup activities.
- Picked up all garbage and dead flowers in the cemetery.
- Cut back low hanging branches along the recreational trails.
- Staff mowed some city parks, ROWs, and the public works complex.
- Staff had several sod repairs needed in Greenwood and Fairview Cemeteries.
- Staff performed maintenance on mower blades.

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

FOR THE MONTH OF: September Year 2018

Interments:

Greenwood	<u>2</u>
Fairview	<u>10</u>
Hillside	<u>1</u>

**Disinterment:
Spaces Sold:**

Greenwood	<u>2</u>
Fairview	<u>1</u>
Hillside	<u>1</u>

Services:

Cremations	<u>7</u>
Saturday	<u>1</u>
Less than 8 hrs. notice	
After 3:00p.m.	

Receipts:

Prepetual Care

Greenwood	\$ <u>270.00</u>
Fairview	\$ <u>160.00</u>
Hillside	\$ <u>160.00</u>
	\$ <u>590.00</u>

Burial Permits \$ 7,250.00

Lot Sales \$ 2,360.00

Marker permits \$ 715.00

Deed Transfers \$ 60.00

Total Receipts:

\$10,975

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

RESIDENTIAL SOLID WASTE COLLECTION

The automated units collected a total of 616.43 tons of solid waste during the month of September. The 125 loads required 331.50 man-hours to complete, equating to 1.86 tons per man-hour. The automated units used 1,227.71 gallons of low sulfur diesel fuel during the month.

PARKS GARBAGE ROUTE

The automated park garbage truck collected a total of 2.20 tons of solid waste during the month of September. The 8 loads required 64.00 man-hours to complete, equating to 0.03 tons per man-hour. The automated unit used 54.15 gallons of low sulfur diesel fuel during the month.

CONTAINER ROUTE

The container route crew collected nineteen (19) loads of refuse for the month. The containers totaled 29.04 tons and required 75.00 man-hours to complete. This operation yielded 0.39 tons per man-hour. The semi-automated collection totaled 26.11 tons and required 74.00 man-hours to complete. This operation yielded 0.35 tons per man-hour.

The total number of September container dumps was 679. Sixteen percent (16.49%) or 112 of these dumps, were for non-revenue bearing accounts.

The container route truck used 254.08 gallons of low sulfur diesel fuel during the month.

LARGE ITEM COLLECTION

Refuse personnel made 133 large item stops during the month and collected 15.82 tons. This required 46.00 man-hours to complete and equates to 0.34 tons per man-hour. Twenty-eight (28) Appliances and Seven (7) Televisions were collected this month.

RESIDENTIAL YARD WASTE COLLECTION

Refuse crews collected 137.68 tons of yard waste curbside this month. The 27 loads required 67.00 man-hours to complete, equating to 2.24 tons per man-hour.

There are currently 7,755 yard waste accounts throughout the city.

2,855 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 252.10 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION SOLID WASTE

The Transfer Station's trucks hauled 70 loads of solid waste to the Black Hawk County Landfill totaling 1,032.22 tons.

The Transfer Station accepted 342.62 tons of commercial and residential solid waste this month.

264 appliances, 136 tires, 83 television sets, and 17 computer monitors were received at the Transfer Station for the month.

Five (5) Bag Tags and 101 Sandbags were purchased this month.

The Transfer Station's trucks used a total of 583.85 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION YARD WASTE

The Transfer Station's trucks hauled two (2) loads of yard waste to the Black Hawk County Landfill totaling 31.34 tons.

The Transfer Station accepted 12.17 tons of commercial and residential yard waste this month.

Refuse crews hauled 117.97 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 September:

Tin (Baled)	3.82 tons
Plastic (non-baled)	
Plastic (Baled)	16.51 tons
Cardboard (non-baled)	
Cardboard (Baled)	54.54 tons
Newspaper/Magazines (non-baled)	
Newspaper/Magazines (Baled)	31.30 tons
Phone Books	
Books/Flyers	
Office Paper	5.15 tons
Plastic Bags	0.69 tons
Styrofoam	0.62 tons
Other Items Recycled for the month	
Appliances	17.56 tons
E-Waste	4.70 tons
Glass	34.70 tons
Scrap Metal	20.72 tons
Shingles	60.31 tons
Tires	1.95 tons

Revenue generated by the Recycling Center for September was \$3,438.25.

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UNI RECYCLING SUBSTATION

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

Plastics #1-7	2.40 tons
Cardboard	6.90 tons
Newspaper	5.18 tons
Tin	0.53 tons
Glass	0.00 tons
Plastic Bags	0.45 tons
Office Paper	1.84 tons
Styrofoam	0.08 tons
Total	17.38 tons

FAREWAY RECYCLING SUBSTATION

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

Plastic #1-7	7.31 tons
Cardboard	12.81 tons
Newspaper	8.41 tons
Tin	0.75 tons
Glass	0.00 tons
Total	29.28 tons

GREENHILL VILLAGE RECYCLING SUBSTATION

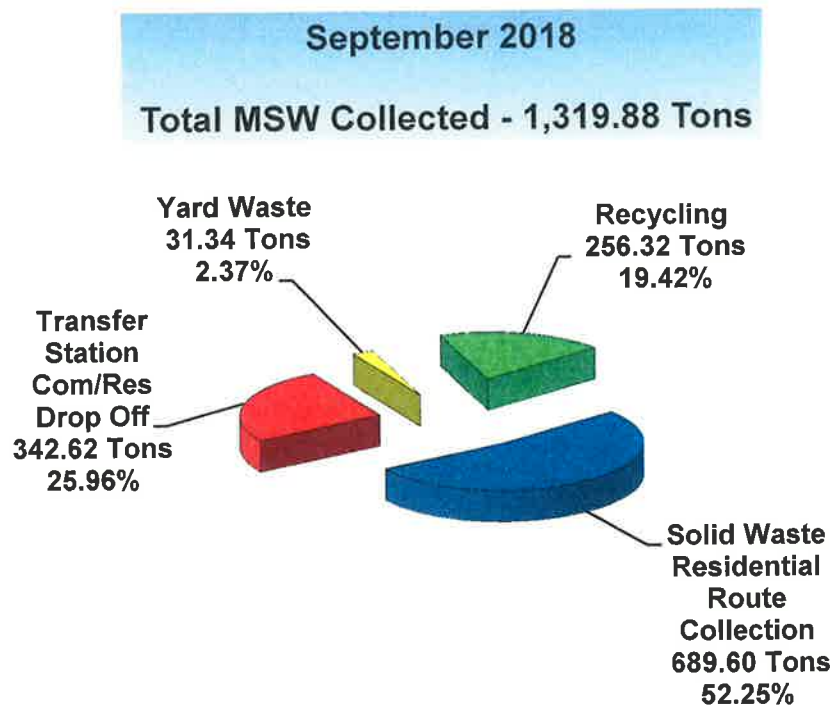
The Greenhill Village Recycling Substation received the following quantities of recyclables for the month of September.

Plastic #1-7:	3.15 tons
Cardboard	13.49 tons
Newspaper	4.68 tons
Office Paper	1.22 tons
Plastic Bags	0.00 tons
Tin	0.31 tons
Glass	1.60 tons
Styrofoam	0.14 tons
Total	24.59 tons

MONTHLY TOTALS

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls and hauled to the Black Hawk County Landfill, and to City Carton including Solid Waste, Yard Waste, and Recycling was 1,319.88 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of September 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.

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

COMPOST FACILITY

- The seasonal compost facility was randomly monitored on a daily basis.
- Unacceptable & undesirable materials dropped off by residents at the compost facility were removed whenever encountered.
- The facility was closed for a short period during the month because of a river flooding event.

OUTSIDE SECTION ASSISTANCE

- Provided assistance in the fleet maintenance facility.
- Assisted with solid waste and yard waste collection.
- Assisted with pickleball & basketball courts in Orchard Hill Park.
- Provided assistance with EAB tree removal.

STREET & ALLEY MAINTENANCE

- Streets were swept on a routine basis throughout the month.
- Potholes were filled with asphalt hotmix or with the Dura-Patch spray patch machine.
- The grind & patch method of street repair was utilized at various locations when it was advantageous.
- Alleys & road shoulders were graded as needed during the month. Some alleys and shoulders were washed out during heavy rain events and required additional attention.
- Permanent repairs were made at locations where Cedar Falls Utilities had previously made temporary street & sidewalk patches.

SANITARY & STORM SEWER MAINTENANCE

- Replaced failed sanitary sewer box-outs at various locations.
- Replaced failed sanitary sewer castings at various locations.
- Reconstructed failed storm sewer catch basins.
- Cleared debris from catch basin grates following heavy rain events.

MISCELLANEOUS TASKS

- Mowed road shoulders.
- Reset and replaced damaged brick sidewalk pavers on Main Street.
- Replaced a leaking yard hydrant in the washout bay at the 1500 Bluff Street complex.
- Removed roadside ditch brush on a section of Lone Tree Road.

CEDAR RIVER & FLASH FLOODING EVENTS

- The river level was monitored and normal operational procedures were followed during fluctuating water levels.
- Flash flooding occurred during the Labor Day weekend. Several inches of rainfall during a short period of time created wide spread flash flooding.

There were 2 significant river flooding events during the month that required flood response activities.

- Traffic control devices for road closures were placed at pre-determined locations as the river rose to major flood stage.
- Flood emergency response activities were initiated as the river rose to major flood stages, including installation of the invisible flood walls.
- Typical post flood activities were addressed after the river receded back into its banks.

SPECIAL EVENTS:

Traffic control materials were placed & retrieved for the following events

- ARTapoloosa event on Main Street
- Pear Fair event on College Hill parking lot-G.
- Neighborhood event in the 4500 block of Rownd Street.
- Military Heroes block party on W. 25th Street.
- College Hill Farmers Market on College Street.
- Cedar Valley Cyclist bike race on Park Drive.
- "Place to Play Park" kickoff activities on Algonquin Drive.

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

- 63 traffic control signs were repaired.
- Made 12 labels for vehicle maintenance.
- Traffic operations completed 9 One Call utility locates.
- Completed 13 minor repairs and upgrades to different signalized intersections.
- Traffic personnel assisted building maintenance with 23 minor tasks.
- Delivered building supplies and completed recycling task at city buildings.
- Traffic operations responded to 3 signal in flash calls, repairs were made and returned to normal operation.
- Replaced 2 vehicle detection sensors and 2 vehicle detection radios at various intersections throughout town.
- Installed new pedestrian pushbuttons and crosswalk signs to the intersection of 1st and Franklin.
- Traffic operations continued converting signalized intersections along the Hudson Road corridor to Flashing Yellow Arrow permissive left turns. The wiring at each intersection is also being re-terminated due to deteriorating wires. The 5 section heads that are removed are being converted to 4 section heads to keep cost down. The intersection completed this month is:
 - 8th and Hudson
- Traffic operations began a city wide sign improvement project, with the goal to replace excessively faded signs. This month 36 signs were replaced along the Hudson Road corridor. 45 signs were replaced on 12th Street west of Hudson Road.
- Traffic operations also began a supplemental signal project throughout town. These signals are mounted to the side of the traffic pole. The goal is increased signal visibility and also as an MUTCD compliance. Intersections upgraded this month include:
 - 58 and Greenhill
 - 31st and Hudson

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

The Fleet Maintenance Section processed 149 work orders during the month of September. 9 of them were either sent out or done by staff from other sections.

1,050 transactions were recorded through the City's fuel dispensing sites. The Usage was as follows:

6,464.027 Gallons of Ethanol
6721.706 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of September was 13,185.733 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

297: Replaced pickup head water pump and hoses.
288: Murphy's replaced ECU terminals.
299: Replaced battery under warranty.
280: Replaced JRB release pins.
290: Replaced wiper arm and repaired hydraulic leaks on boom.

Refuse Section

321: Replaced alternator.
334: Replaced water pump and front tires.
340: Replaced rear brake drums and shoes.
341: Repaired cart reader cables.
346: Replaced brake pedal treadle valve.

Parks/Cemetery/Rec Section

2162: Replaced hydraulic fluid thermostat valve assembly.
2129: Replaced steering rack and aligned truck.
2126: Replaced blown brake line.
21113: Replaced water pump.
2142: Replaced fuel tank straps.
2403: Replaced door ajar switch on drivers door.

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Fire Division (All pump trucks got annual pump testing)

FD501: Engine was overhauled at Beyer Motorsports.

FD503: Cleaned debris out of fuel tank.

FD540: Replaced air Kussmaul ejector on truck.

FD561: Replaced alternator.

Police Division

PD15: Replaced LED headlight module.

PD18: Replaced liquid engine mount.

PD21: Replaced steering rack at Witham's.

PD04: Replaced front brake rotors.

PD06: Repaired leak in roof.

Community Development

105: Replaced tires.

490: Repaired air leaks in debris body.

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

AQUATIC CENTER

- Delivered supplies
- Troubleshoot water feature controller and replaced switch.
- Replaced emergency light ballast in filter room.
- Replaced lights and ballast in office area.

BEACH HOUSE

- Delivered cleaning supplies.
- Pest Control services were completed.
- Completed cleaning of facility after rentals.
- Cleaned ceiling fan blades.

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.
- Replaced deteriorated pavers on patio.
- Programmed garage door openers.
- Repaired faucet and replaced batteries.
- Repaired faucet on mop sink.
- Repaired hand wash station in MIRT garage.
- Installed new toilet tissue dispenser in public restroom.
- Repaired loose carpet tiles in council chambers.
- Wired and installed TV in Mayor's conference room.
- Installed boot scraper next to entry way.

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COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Repaired leak on Heat Pump.
- Repaired stool in men's restroom.
- Wood floor was cleaned by contractor after rental.
- Repaired entry door latch.

FIRE DEPARTMENT

- Delivered janitorial supplies.

HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed sidewalk inspections.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Installed two boot scrappers by entry doors.
- Repaired lighting in elevator.
- Ran data lines from gallery to basement for cameras and door access.
- Moved sculpture out of gallery.
- Small gallery carpet was cleaned by contractor.
- Cleaned debris from roof and cleared out gutter.
- Repaired lighting in elevator car.

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.
- Repaired book drop frame in vestibule.
- Repaired emergency lighting.
- Delivered janitorial supplies.

- Removed shelving and moved cabinets around in preparation for construction.
- Met with contractor to discuss adding safety glass around second floor railing.

MUNICIPAL OPERATIONS AND PROGRAMS

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested emergency generator.
- Replaced dirty HVAC filters.
- Reviewed building automation systems to verify proper operation of systems.
- Replaced bad light bulbs.
- Replaced bad light ballasts.
- Delivered janitorial supplies.
- Cleaned restrooms at 1500 Bluff and restocked supplies.
- Installed door closer on arborist's office door.
- Installed blinds in cemetery office window.
- Replaced failed sump pumps, cleaned up water and dehumidified basement.
- Repaired two sinks.
- Installed arc flash label on electrical panels.
- Removed broken outlet on exterior wall of transfer station.

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 arc flash label on electrical panels.
- Upgraded gym lighting to LED fixtures.
- Replaced fans in gyms with more energy efficient fans.
- Cleaned debris from roof scuppers.
- Replaced belt of exhaust fan motor for men's locker room.
- Painted light lens in sauna to limit light output.
- Rewired several light fixtures in exercise room. Removed old emergency batter ballast.
- Completed sidewalk inspections.
- Installed new scent dispenser pump on steam room and adjusted over several days to find proper settings.
- Installed new LED light in steam room.
- Installed speaker in ceiling of multi purpose room and ran wiring back to cabinet for new audio system.

Item F.1.d.

RENTAL HOUSE

- Wood floor was refinished.
- Interior walls and ceilings were repaired and repainted.
- New vinyl flooring installed in entryway.
- Installed new stool in restroom.
- Replaced storm door closer.

TRAFFIC OPERATIONS

- Assisted with signage repair and locates.
- Assisted with long line stripping.
- Repaired drain and seal on mop sink.

VISITORS CENTER

- Completed cleaning inspection of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced bad light bulbs.
- Delivered janitorial supplies.
- Installed mount and hung TV in lobby.
- Repaired blinds in lobby.
- Repaired loose downspouts.
- Replaced failed door closer.

**RECREATION DIVISION
Monthly Report
September 2018**

- NFL Flag football for youth ended this past month with 494 children participating
- Youth Volleyball for those girls in 3rd thru 6th grade ended for 64 participants.
- Falls Aquatic Center - Staff has been working on all the fall projects
 - The turf was treated for beetles, broad leaf weed and aeration
 - Domestic Water will be turned off and lines drained.
 - Irrigation lines will be blown out.
 - All freezable items use on site were boxed and take to the Rec Center for winter storage.
 - Labor Day weekend all the rain cause Jennings Drive to fill with rain water thus backing up rain water that needed to be drained from the pools as a result 6 3-25 horse motor got submerged. These motors were pulled out and sent to be dried out.
- Staff has submitted CIP projects to City Hall for review and for them to make adjustments to due to financial reasons.
- The Fall softball leagues and Kickball leagues for adults continued to play as field conditions allowed.
- Numerous games for youth flag football and adult games had to be postponed due to all the rain and saturated fields.
- Beach House and shelters in Island Park, Tourist Park and Washington Park were all affected by the rain and flooding.
- Rec Center
 - Fitness classes have gone well with no issues with over 3,100 patrons participating.
 - 257 Fitness classes were held during the month.
 - Gym windows on the east side of the building were tinted so blinds could be removed
 - A new sound system was installed in the multipurpose room to be used by exercise classes.
 - Staff is looking into renaming the building from "Cedar Falls Recreation and Community Center" to "Recreation and Fitness Center" to better describe our facility in hope of drawing more number to the facility and to cause less confusion for citizens trying to find where they are to go.
 - Staff has also been looking at the membership fee structure to see if it needed to be revamped.
- Staff has been busy working on the programs and services to be offered during December thru May and will soon have them up on the web page for the public to see.

The following is a list of programs that met in September and the number of contacts we had with the public.

Respectfully submitted,



Bruce Verink
Recreation Division Manager

Item F.1.d.

Recreation and Community Center Usage For September 2018

Members using the Facility	9,302	Cardio Cycling	554
Non-Members using the Facility	352	Massages	52
Child Care	126	Personal Training	257
Aerobics	1,441	Pickleball	87
Circuit Weight Training	91	Meetings/Tours/Rentals	880
Exercise Trial	35	Racquetball/Wallyball Hrs.	20
Yoga	863	Birthday Parties	0
Zumba	97	Sack Lunch Day	18
Rock On	71	Steam Room Usage	508
Pound	71		
		TOTAL	14,825

Recreation and Community Center Revenues

Resident Memberships Sold		Punch Cards	
12 th Grade & Under	5	12 th Grade & Under	2
Adult	41	Adult	6
Senior Citizen	13	Senior Citizen	1
Family Pass	47	Child Care	4
Corporate Family	0	Racquetball	0
Corporate Individual	1	Towel	13
September Special	18		
Towel Usage	458		
Master Card Usage	\$27,800.11	Leisure Link Registration	\$3,775.00
Daily Fees			
Admission	\$2,137.00	Racquetball	\$12.00
Child Care	\$20.00	Exercise Tryout	\$175.00
Towels	\$26.50	Rec Concessions	\$273.17
Swimming Pool Passes (Winter)		Fitness Passes	
Family	21	1-Month	2
Individual	37	4-Month	138
Youth & Senior	4		
Youth Programs			
Volleyball	256	Flag Football	
Pool Parties	40	1 st & 2 nd	1,608
Swim Club	760	3 rd & 4 th	2,448
		5 th & 6 th	1,872
Adult Programs			
Fall Softball Leagues	984		
Kickball League	288		
Recreational & Lap Swim			
Indoor	511		
Rentals			
Pool Parties	2	Shelters	62
Beach House	2	Gateway Celebration Shelter	14
Ball Fields	9	Recreation Center	8

**CEDAR FALLS RECREATION DIVISION
September-18**

YOUTH SPORTS		ADULT SPORTS	
Sack Lunch Days		Pickleball Mornings	1
K-6th Grade	18	TOTAL ADULT SPORTS	1
Volleyball		ADULT EXERCISE	
3rd & 4th Grade	32	Circuit Weight Training	
5th & 6th Grade	32	TTh 4:30 pm	13
TOTAL	64	Cycling	
YOUTH EXERCISE		MWF 8:00 am	7
Yoga For Kids!	8	ROCK ON MONTHLY	
W 2:15 pm		MWF 5:15 AM	14
TOTAL YOUTH EXERCISE		TOTAL ADULT EXERCISE	34
YOUTH FLAG FOOTBALL			
1st & 2nd Grade			
Bess Streeter Aldrich	15		
Hansen	35		
Cedar Heights	18		
Lincoln	10		
Southdale	23		
Orchard Hill	19		
North Cedar	5		
St. Pats	9		
TOTAL	134		
3rd & 4th Grade			
Bess Streeter Aldrich	25		
Hansen	50		
Orchard Hill	20		
Cedar Heights	15		
Lincoln	10		
Southdale	35		
North Cedar	5		
St. Pats	10		
Hudson	34		
TOTAL	204		
5th & 6th Grade			
Bess Streeter Aldrich	16		
Hansen	35		
Cedar Heights	24		
Lincoln	16		
Southdale	19		
Orchard Hill	10		
North Cedar	5		
St. Pats	9		
Hudson	22		
TOTAL	156		
TOTAL YOUTH SPORTS	494		

Item F.1.d.

CEDAR FALLS TOURISM & VISITORS BUREAU Monthly Report September 2018



Projects:

- Help Ashley Johnson as she put a bid together on behalf of the Cedar Valley Sports Commission to host the Big 12 Wrestling Tournament in 2021, 2022, 2023 and 2024.
- Met with ZLR to craft digital advertisements with them for the coming year. We plan to continue Google paid search and Facebook and Instagram carousel ads.
- Met with Cedar Falls Community Foundation to gain a better understanding of how we can work with them to accept donations to the Hearst Center.
- Finalize plans and assemble welcome bags for Iowa Museum Conference.
- Helped plan ribbon cutting for renewal of downtown Cedar Falls as an Arts and Entertainment District.
- Attended Upper Midwest Convention and Visitor Bureau conference in Geneva, Wisconsin, and learned about best practices for effective visitors bureaus, advanced marketing strategies, and networked with peers.
- Met with Ron Gaines and division managers to discuss potential reorganization plans.
- The Cedar Falls Tourism and Visitors Bureau awarded a grant for the 2018 Panther eSports UNI Con event and will explore a sponsorship of monthly e-newsletters with the UNI Alumni Association.
- Helped plan and attended Cedar Valley Arts Summit 2.0, which was an overwhelming success.
- Attended Power of Travel Day in Ames and CenStatesTTRA Conference in Des Moines to learn how to make effective use of research to make better marketing and advertising decisions.
- Finalized content for 2019 visitor guide
- Prepared and distributed Community Betterment Grant applications
- Assisted with Economic Development Grant applications
- Attended several telephone meetings with representatives from the Rail-Trail Conservancy as they develop a Great American Rail Trail. This trail will traverse the US from the state of Washington to Washington DC, and they hope to travel through our area.

Highlights from Becky Wagner:

- Requested guest rooms for two events.
- Followed up on 77 leads provided by the Iowa Group Travel Association.
- Prepared FY18 Annual Report.
- Hosted 1 motor coach group at the Cedar Falls Historical Society.
- Hosted 1 overnight motor coach from Missouri.
- Scheduled volunteers to staff the visitor center on weekends.
- Processed bills.

Highlights from Linda Maughan:

- Wrote newsletter/blog articles about Halloween Haunts & Happenings, Fall Fun, and The Pear Fair.
- Working with Rob Green to license our logo and tagline.
- Monitored and created posts for Facebook, Twitter, Instagram, Pinterest and Google+ for the Visitor Bureau.
- Updated web pages.
- Continued to add to and manage our photo library.
- Helped gather updated content for 2019 Visitor Guide.

Highlights from Deb Lewis:

- Hosted 30-kilometer Mayor's Entretourism Bicycle Ride
- Gathered attendance figures for events and attractions
- Tabulated statistics for monthly report
- Managed trails promotion through social media and websites

Highlights from Vicki Bailey:

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

Meetings/Events:

- Cedar Valley Hospitality Partners
- CF TVB Marketing committee
- UNI student for project
- Ribbon Cutting for The Brews Brothers
- Waterloo Convention and Visitors Bureau rebrand unveiling
- Cedar Valley Sports Commission board
- Cedar Trails Partnership board
- TVB staff
- Iowa DOT Tourist Oriented Signage committee
- MOP staff
- Cedar Falls Historical Society kick-off celebration
- Mallorie Raspberry presentation

Other events we assisted with:

- ARTapalooza
- Park-2-Park
- Restaurant Week
- Octoberfest on the Hill and Pear Fair
- Create{her}CF

Respectfully Submitted,

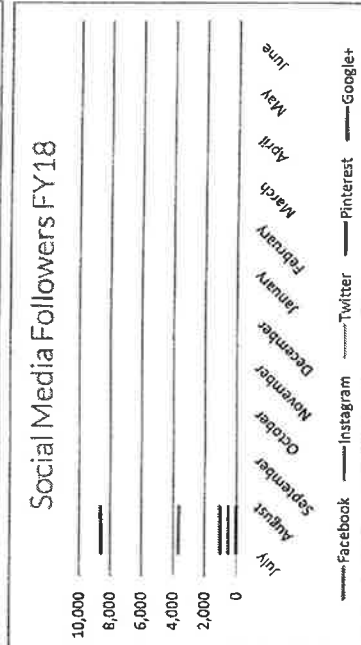
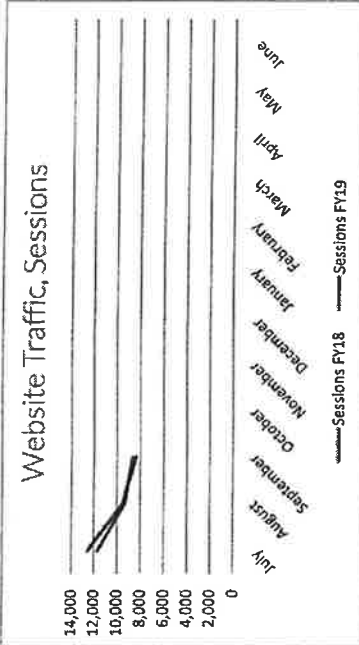
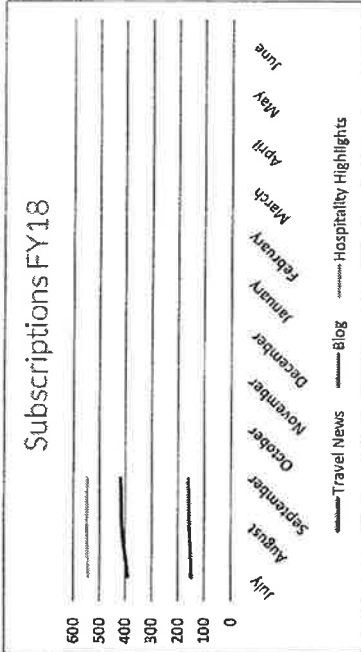
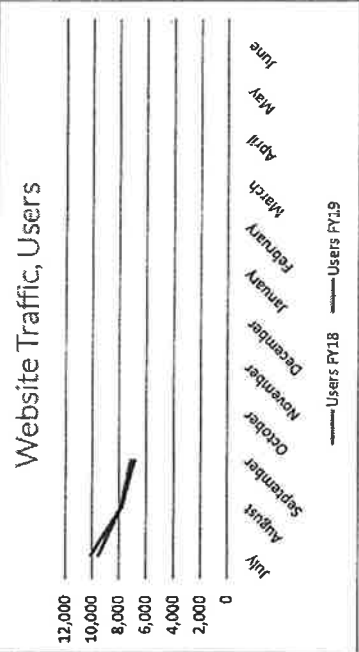
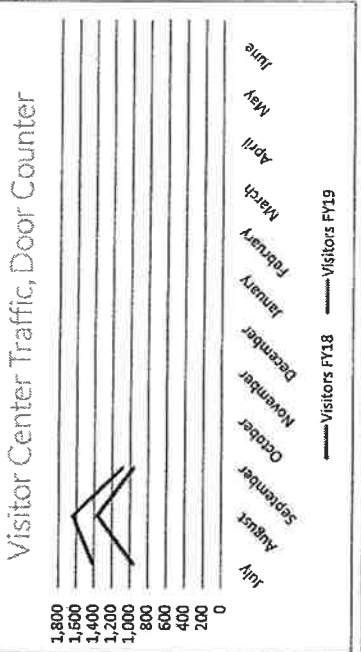


Kim Manning, Visitors, Tourism and Cultural Programs Manager

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

July 2018 thru June 2019	July	August	September	October	November	December	January	February	March	April	May	June	Totals
INCOMING CONTACT BY													
VC Walk-In (Door Counter) FY19	964	1,363	963				606	425	953	1,085	2,509	1,982	3,290
VC Walk-In (Door Counter) FY18	1,411	1,635	1,088	988	766	528							13,976
Email/Website	58	44	25										127
US Mail	0	0	0										0
Phone	143	98	114										355
HOW HEARD ABOUT US - If offered													
Friends / Family	0	0	5										5
Other (eg. Postcard mailing, ads, web/F Book)	0	2	20										22
Signage	0	4	14										18
Advertising	0	0	0										0
Trade / Consumer Show	4	0	1										5
SERVICES PROVIDED													
Attended a Meeting/Rental	62	188	96										346
Bureau Business	229	167	175										571
Group Tour Info	1	12	0										13
Hotel/Restaurant	2	1	0										3
Relocation	1	1	11										13
School Project	0	0	0										0
Special Event	0	0	0										0
Trail User	100	118	96										314
UNI	0	11	5										16
VC Amenities including Restroom	655	722	664										2,041
ADVERTISING LEADS													
Iowa Travel Guide / Website	572	483	415										1,470
EITA Travel Guide	1	1	2										4
AAA Living	4	0	0										4
Midwest Living (Best of the Midwest)	117	15	8										140
Iowa Tour Guide (group leads)	4	9	4										17
BROCHURE DISTRIBUTION													
Total Visitor Guide Distribution	1,364	1,243	1,023										3,630
VG Mailed Out (Individual)	27	27	17										71
VG Bulk Distribution (Local)	312	467	380										1,159
VG Bulk Distribution (Non-Local)	240	120	175										535
Relocation	30	7	7										44
Welcome Bags	57	114	15										186
Total Trail Guide Requests	321	368	73										762
WEBSITE TRAFFIC													
Users FY19	9,469	7,844	7,077										24,390
Users FY18	10,074	7,809	6,880	8,907	5,646	7,026	6,409	6,227	8,715	7,926	8,289	11,339	93,247
Sessions FY19	11,650	9,315	8,626										29,693
Sessions FY18	12,533	9,504	8,410	10,684	6,837	8,573	6,430	6,189	10,504	9,362	10,182	14,116	113,324
Page with Top Views	Upcoming Events	Upcoming Events	Upcoming Events										
Top Traffic Source	Google	Google	Google										
Top Referral Site	m.Facebook.com	m.Facebook.com	m.Facebook.com										
SUBSCRIPTIONS													
Travel News (consumer newsletter)	390	414	417										
What's News Blog	148	156	160										
Hospitality Highlights (partner newsletter)	543	550	548										
SOCIAL MEDIA FOLLOWERS													
Facebook (Likes)	8,577	8,608	8,614										
Instagram	1,000	1,012	1,029										
Twitter	3,657	3,616	3,639										
Pinterest	504	505	506										
Google+	27	21	21										
VOLUNTEER INVOLVEMENT													
Board / Committee Hours	129	138	146										413
Student / Intern Hours	152	72	6										230
Envoy Hours - Visitor Center	98	105	100										302
Envoy Hours - Special Event/Rapp Station	29	4	4										37

MISC:		2	11	3	16
Groups in Conference Room		0	3	1	4
Motor Coach Group in CF					
INCOME					
Gift Shop Sales	\$872.15	\$774.46	\$474.84		
Facility Rental	\$210.00	\$630.00	\$500.00		\$2,121.45
Host Motor Coach @ VC or Step Guide	\$0.00	\$200.00	\$0.00		\$1,340.00
					\$200.00



Item F.1.d.

CEDAR FALLS
CULTURAL PROGRAMS
Monthly Report | September 2018



PUBLIC EVENTS/PROGRAMS @ The Hearst

- September 6: *21 Etchings and Poems* exhibition closing reception
- September 6: Songbook Trio performance
- Outreach: Sept. 7 Art activities at Scheels tail gating party
- September 14: Lunchtime Concert with UNI musicians
- Sept. 14 Art Day Away Camp
- September 15: Adams Biocell Dedication in garden.
- Outreach: Sept. 20 Art activities at College Hill Farmer's Market
- September 23: *Becoming Leonardo* book discussion two writers
- Outreach: Sept. 25 Art activities at Fall Food Fest
- September 27: Final Thursday Reader Series.
- Every other Tuesday: Modern Masters Film Series screenings

HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:

- Continued to meet with sub-committee for organization of Cedar Valley Arts Summit.
- Attended and presented at Cedar Valley Arts Summit.
- Attended Cedar Valley Hospitality Meeting.
- Met with Cedar Falls Community Foundation regarding endowments and estate gifts.
- Met with Friends of the Hearst board sub-committee to discuss donor appreciation event in December.
- Attended closing reception for the exhibition *21 Etchings and Poems*.
- Met with Iowa Museum Association annual conference planning committee.
- Attended ribbon-cutting for redesignation of downtown as a Cultural and Entertainment District.
- Guest juror for the ARTapalooza arts festival, with Kent from WCA.
- Attended public event at the Hearst with Scott Cawelti and Mike Lankford.
- Participated in monthly online webinar with ArtsLab.
- Attended group dinner with keynote speaker for Cedar Valley Arts Summit.
- Met with donors to plan recognition event for Adams Biocell.
- Completed Goals and Accomplishments paperwork for Cultural Programs.
- Worked with Matt Buck and Kim Manning to complete CIP requests for Hearst Center.
- Met with Angie and student reps from Teen Trust/NEIACF re: grants & Hearst CAFE.
- Attended and presented at Adams Biocell Dedication ceremony.
- Met with Alex Dooley (UNI) to work on collaboration with Art Can Help program.
- Took vacation Sept. 18 – 26.
- Completed draft of strategic roadmap in preparation for October ArtsLab retreat.
- Attended/presented at meetings of Friends of the Hearst board & Art and Culture Board.
- Worked with Senior Services Coordinator to approve bills, dailies, timesheets, etc.

- Led weekly staff meetings.
- Sent two bi-weekly emails for board and committee members, council and directors.

HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:

- Updated and maintained contact information Max Galaxy for Friends members, committee & board members, and donors.
- Contacted class registrants via email and phone when classes were rescheduled.
- Purchased and maintained stock of office supplies.
- Entered additional fall classes into MaxGalaxy
- Prepared and mailed thank you letters for recent membership purchases and donations.
- Packaged additional printed materials for the Adams family members and mailed out
- Deposited checks from Friends to postoffice
- Processed weekly deposits for the Hearst front desk and Friends group checks
- Handled gift shop transactions and answered customer questions about merchandise
- Daily handled opening and closing procedures
- Answered many questions on the phone and in person about upcoming events & classes
- Greeted visitors and gave directions to other area attractions
- Entered council bills, P-card transactions and payroll
- Processed vendor payments and reimbursement requests
- Generated invoices and processed payments for North Star
- Generated reports from AS-400 for staff members as requested
- Recorded Friends donations and membership dues in Past Perfect
- Updated the past year comparison report of Friends Memberships
- Updated the financial report for the Public Art Committee meeting
- Completed program registrations both in person and over the phone for classes.
- Mail merged and printed letters for reminder letters for Friends Memberships
- Made weekly reports on the status of membership and class enrollment
- Entered rental contracts & took payments for them in MaxGalaxy
- Printed labels, sorted, prepared forms for postcards and delivered to post office
- Continued to curate specific mailing lists for marketing opportunities
- Ordered office supplies for staff
- Updated files with deposits, donation, membership, and sponsorship information.
- Checked in and out day campers and adult students, gathered and provided participation forms.

HIGHLIGHTS from Emily Drennan, Curator & Registrar

- Prepare for a closing reception for *21 Etchings and Poems* including setting up a scrim artmaking station in the gallery in collaboration with Alex Dooley, UNI Art School of Applied Human Sciences instructor as part of her program *Art Can Help*.
- Meet with the planning committee to continue preparations for the Iowa Museum Association (IMA) conference and annual meeting.
- Attend Cedar Valley Arts Summit at the Waterloo Center for the Arts.

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- Deinstall and pack framed works in *21 Etchings and Poems* in crates and prepare them for return shipment to New York.
- Work closely with the Florida Holocaust Museum (FHM), St. Petersburg, FL to develop materials related to *Resistance + Rescue: Photographs by Judy Ellis Glickman*.
- Check in works from FHM, complete condition reports, adjust hardware, and develop a layout and design for the installation.
- Work with Skeens and Adams family to plan a public dedication of the Adams Biocell.
- Prepare lease extension and memo to city council for *TILT SHIFT* by Dallas Guffey.
- Work with Roy Behrens, UNI Professor of Art, to continue planning for the upcoming exhibition, *ASSEMBLY: The Work of Dazzle Camouflage*.
- Prepare agendas and minutes and gather other financial and committee materials for the Cedar Falls Public Art Committee (CFPAC) and release for distribution and public posting.
- Attend meeting of the CFPAC and serve as staff secretary.
- Design and order gallery takeaway items for *ASSEMBLY: The Work of Dazzle Camouflage*.
- Communicate with prospective donors, lenders, and artists.
- Remove signage and hardware, patch and paint in preparation for the next exhibition.
- Work with Marketing Asst. to prepare didactics, publicity, and etc. for exhibitions.
- Work with the Education Coordinator to develop adult artmaking for upcoming receptions.



HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator:

- Organized and sources volunteers for the following events: *21 Etchings and Poems* Closing Reception, Songbook Trio performance, Lunchtime Concert with UNI musicians, Adams Biocell Dedication in garden, *Becoming Leonardo* book discussion with Scott Cawelti and Mike Lankford, Final Thursday Reader Series, Modern Masters Film Series screenings.
- Attended the Cedar Valley Arts Summit in Waterloo on Sept 13th.
- For the month of September, every Tuesday showed Modern Masters twice daily.
- Coordinated public talk with two authors about the book *Becoming Leonardo*.
- Organized NAMTA fundraiser for piano on Sept. 23. 74 people attended. \$400 was raised.
- Represented Hearst at Cedar Falls Farmers Market on Sept. 29th; talked with community members and handed out brochures.

- Conducted three tours of facility for upcoming rentals.
- Wrote two rental contracts.
- Sourced 4 volunteers for events in Sept. totaling 9 hours of volunteer service.
- Recruited a UNI Student who needs to volunteer for 150 hours for his major. He worked 17.75 hours in September.
- Auditions for the upcoming Red Herring Theatre play were held on Sept 11.
- Helped to clean and set up Mae Latta before events and after.
- Reviewed materials for upcoming events in October and beyond.
- Worked on goal setting for upcoming year.
- Worked with GBPAC on collaboration on upcoming events.
- Organized and attended the Hearst photo club outing.
- Worked on a diversity workshop meeting for staff based on a session from the Iowa Arts Summit.

HIGHLIGHTS from your Abby Haigh, Marketing Assistant

- Attended Cedar Valley Arts Summit on 9/13.
- Worked with graphic designer on projects: Dazzle Camouflage bookmark for IMA gift bag, postcard, labels, vinyl, billboard, Resistance + Rescue postcard, labels, vinyl, Steen Metz flyer, LitCon flyer and Red Herring Theatre poster.
- Exhibitions: sent/picked up Resistance + Rescue and Dazzle Camouflage postcard for print at Karen's, worked with Signs & Designs for Resistance + Rescue and Dazzle Camouflage vinyl, worked on content for Resistance + Rescue and Dazzle Camouflage labels/postcard/vinyl, worked with Stephen Gaies on Resistance + Rescue flyer and booklet, worked with Roy Behrens on fonts/styles for postcard, sent/picked up Resistance + Rescue and Dazzle Camo booklets for print at Copy Works and coordinated with Victoria King from Florida Holocaust Museum on label content and press packet.
- Secured dates for upcoming billboard for Assembly: The Work of Dazzle Camouflage with Kimberly Williams from Lamar Advertising.
- Secured dates with Tiffany (IPR) on ads for Dazzle Camo and Resistance + Rescue.
- Added additional fall brochure events/education/exhibitions to V&T web calendar.
- Mail Chimp: created content/graphics /sent/added email subscriptions 21 Etchings and Poems Closing Reception, created content/graphics for October E-News and Resistance + Rescue Opening Reception.
- Sent Resistance + Rescue Opening Reception press release to media outlets.
- 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.
- Gift Shop: new vendors (pottery, journals, books, jewelry, youth/adult misc. items).
- Created content/graphics/posts for social media.
- City Website: education updated, exhibits updated, A & C Minutes/Agendas added to Boards & Commissions, General Information, Public Art.
- Friends of the Hearst Website: Index page updated on a weekly basis. Pages updated monthly: events, education, and exhibitions.

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HIGHLIGHTS Angie Hickok, Education Coordinator:

- Coordinated two birthday parties
- Attended Cedar Valley Arts Summit
- Attended weekly staff meetings
- Communicated open shifts, outreach events and upcoming instructor staff meeting dates/times.
- Scheduled staff to classes, workshops etc.
- Supervised the organization of and supply of materials of classrooms by Ed Assistant
- Supervised and delegated duties to Ed Assistant: ordering supplies, organizing classrooms, leading classes, and scheduling outreach CAFÉ programs.
- Supervised and delegated duties to Ceramic Lab Tech: ordering supplies, organizing ceramic lab, leading classes, and scheduling.
- Supervised all camp lessons/activities- Saturday morning youth classes
- Coordinated 2 birthdays- paper work, shifts, activities
- Attended LitCon planning meeting at the CF Public Library
- Coordinated with Fall Food Fest to offer children's activities and face painting
- Coordinated with Scheels to offer children's activities and face painting
- Met with Acrylic Painting instructor about upcoming class
- Started the Winter schedule of classes- dates, instructors, content
- Started process to hire one youth instructor
- Coordinated with YMCA to offer face painting at an event
- Coordinated two tours of the Hearst with UNI faculty
- Contacted several potential instructors for winter classes/workshops
- Coordinated with Fall Fun Fest Committee to offer face painting
- Developed contracts for special art opportunities (workshops/classes)
- Went with Ceramic Lab Tech to storage to get supplies for Raku class- kiln, kiln supplies
- Emailed potential sponsors for Halloween Costume Party- pumpkins, gourds
- Contacted instructors to facilitate a special print making session for an upcoming exhibit
- Attended ARTapalooza- on planning committee, distributed lunches to artists and volunteers.

Respectfully submitted,



Heather Skeens, Cultural Programs Supervisor
Hearst Center for the Arts

Hearst Center for the Arts Activity Report - Cultural Division FY19

	July	August	September	October	November	December	January	February	March	April	May	June
ATTENDANCE												
# of Days Open to Public	27	28	26									
Door Counter	2579	1743	1195									
Sculpture Garden (estimated)	375	300	300									
Average visits per day	109.41	72.96	57.50									
VISIT PURPOSE												
Exhibition (walk-in)	313	347	184									
Exhibition Receptions	141	101	49									
Meetings	40	65	40									
Youth Classes	64	16	140									
Adult Classes	59	29	45									
Messy Mornings	0	0	67									
Camps	918	448	25									
Birthday Parties	65	84	62									
Workshops	17	0	11									
Tours	89	0	0									
Rentals	134	0	84									
Ceramics Lab	15	16	15									
Public Programs	151	140	304									
Thursday Painters	99	130	86									
Volunteers / # of hours	13/22.75	3/5.5	5/26.75									
Other	577	367	94									
SERVICES OFFERED												
Youth Classes	3	1	13									
Adult Classes	13	2	4									
Rentals (inc. recitals, etc.)	3	0	4									
Community Group Mtgs	11	14	12									
Messy Mornings	0	0	4									
Camps	10	5	1									
Birthday Parties	2	2	2									
Workshops	1	0	1									
Tours	3	0	0									
Public Programs	6	7	14									
Thursday Painters	4	5	4									
Exhibition Receptions	1	1	1									
DIGITAL TRAFFIC												
E-News Subscriptions	1305	1299	1266									
Facebook Views	23142	16516	17770									
Facebook Followers	1643	1659	1673									
Facebook Event Listings	6	6	11									
OFFSITE SERVICES												
Offsite Education Encounters	152	315	415									
Offsite Education Programs	4	4	4									
Community Committee Mtgs	2	3	3									
MEMBERSHIPS												
Total Friends Memberships	182	224	234									
New/Renewed this month	0	44	11									
PRESS												
Newspaper	1	1	1									
Radio interviews, ads	1	2	1									
Press Releases	1	2	1									
Ads, other (Facebook ads, etc.)	2	1	0									

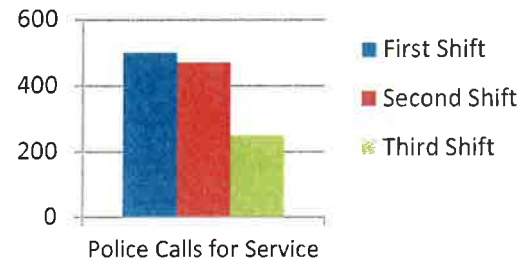
Door counter is not accurate for Sept. due to several days that it did not record until it could be repaired.

Item F.1.d.

DEPARTMENT OF PUBLIC SAFETY MONTHLY REPORT SEPTEMBER 2018

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	501	471	249
Traffic Stops	81	128	111
Arrests	15	22	27



FIRST SHIFT – Captain Jeff Sitzmann

- All Officers attended Monthly In-Service Training which consisted of Firearms Qualification and Training from the Child Protection Center. This was the first time Officers shot the new 9MM Glock. Cedar Falls Officers had been shooting 40 Calibers for the previous 24 years. Employees from the Child Protection Center provided valuable Training in the area of Child Sexual Assault.
- First Shift Officers Field Trained several of our Recruit Officers. Nearly all of the new Officers will complete their Field Training by the end of 2018. Officer Shafer Field Trained Officer Babic, Officer Marcotte Field Trained Officer Reimers and Officer Carman Field Trained Officer Velasco.
- Officer Zolondek along with four other Cedar Falls Officers completed the Field Training Officer Certification Course. Now all of them are certified to Field Train Recruit Officers.
- First Shift Officers continue to work with Investigators to follow-up on a Robbery on State Street which was reported in June. Three people were arrested for 1st Degree Robbery and charges are pending on one individual.
- First Shift Officers on the Major Incident Response Team made entry into a residence in mid -September. The subject we were looking for was wanted in connection with multiple violent crimes involving firearms. The Waterloo Police Department is conducting the investigation.
- Officers were called to investigate the Death of a subject found in their home. It was learned that this was a possible Drug Overdose. The Tri-County Drug Enforcement Task Force was contacted and a Search Warrant was executed. Further follow-up will be done by Tri-County and an autopsy was ordered.
- Officers located three teenaged subjects who were breaking into vehicles. One of the subjects resisted while being detained and struck an Officer in the face. Two of the subjects were charged with two counts Burglary to a Motor Vehicle and one count of Attempted Burglary to a Vehicle. The third subject was charged with those same charges, as well as, Assault on a Peace Officer, Interference with Official Acts, and Possession of Marijuana.
- Officers dealt with the aftermath of street flooding from the heavy rain. Numerous vehicles were stalled on the streets and had to be removed. Some streets were closed off completely.
- Officers responded to an incident on the University of Northern Iowa campus in which an employee was killed by a steam release on 09/10/18. Officers assisted the Fire Department as Public Safety Officers and also assisted University of Northern Iowa Police Department with Traffic Control and other duties, as needed.
- Officers responded to a report of a Car Accident in which a vehicle had struck a building. The Investigation resulted in the driver being arrested for Operating While Intoxicated 1st Offense.
- A subject reported that someone had entered his garage and set items in the garage on fire and trashed the garage. Lab processed the scene and follow-up investigation was conducted. The charge of Arson is pending for one individual.
- A subject reported being Assaulted by her boyfriend after telling him she wanted to end the relationship. She had already been to the Hospital and it was learned that she had a broken cheekbone. She later had surgery as a result of the injury. Criminal charges are pending in the case.
- Officers were dispatched to North Francis Street for a Motor Vehicle Accident Involving Injuries. A subject drove over a utility box then drove directly into a tree. There is no obvious answer for his erratic driving. A Search Warrant was obtained and blood was drawn for Toxicology Testing. He suffered some minor injuries.

SECOND SHIFT – Captain Jeff Harrenstein

- Officers dealt with numerous Traffic Hazards, street flooding and weather related events due to large amounts of rainfall in a short period of time.
- Officers recovered a motorcycle that had previously been reported Stolen in Cedar Falls. The motorcycle was processed and returned to the owner.
- A subject was stopped in the 400 block of Washington Street for a Stop Sign Violation. As a result, the driver was arrested for Driving with a Barred License.
- Officers arrested a subject at a residence on West 22nd Street for a Probation Violation Warrant out of Bremer County. The subject was transported to Janesville and released to Bremer County Deputies.
- Officers arrested one subject on Local Arrest Warrants and a second subject who was Wanted out of Texas for Felony Drug Warrants. Each arrest resulted from a Traffic Stop.
- Officers responded to Wal-Mart on the report of two subjects Stealing alcohol. One subject had left before Officer's arrival and a second was detained. One subject was ultimately arrested and charged with Theft 3rd Degree.
- Officers dealt with three loose cows on and off throughout their Shift. Officers attempted to corral the cows on several occasions; however, the cows continually ran into corn fields and disappeared. Officers eventually gained the assistance of a cattle farmer and some of his friends after the cows were located behind a residence on Lone Tree Road. The cows were eventually led to a cattle trailer with corn and hay and loaded into the trailer.
- Officers responded to the area of South Cedar Heights near John Deere Product Engineering Center for a Single Vehicle Motorcycle Accident. The motorcyclist had minor head injuries, but denied treatment. A witness to the Accident was tested for Operating While Intoxicated, but was released to a sober driver.
- Officers were called to Wal-Mart on the report of a subject using fake bar codes to ring up items. The subject was arrested for Theft 4th. The subject was also found to be in Possession of Drug Paraphernalia and Methamphetamine.
- Officers responded to a Vehicle Rollover Accident at Boulder Drive and University Avenue involving a cement truck. The vehicle blocked the intersection for about an hour and the vehicle was placed upright with the use of two large tow trucks.
- Officers responded to Scheels on the report of a Shoplifter stealing hunting knives. The subject was arrested and charged with Theft 5th.
- Officers again responded to Wal-Mart for a Shoplifter. Officers placed the subject under arrest and charged her with Theft 3rd Degree. The subject was also in Possession of a Quantity of Methamphetamine.
- Officers again responded to Victoria's Secret at College Square Mall on the report of more than \$500.00 in merchandise taken. Investigation continues.
- Officers responded to a Single Vehicle Motorcycle Accident at Highway 57 / Highway 58. The driver was observed to be very intoxicated and Officers obtained a Search Warrant for the subject's blood. At this time charges are pending as Officers await lab results.
- Officers responded to Walgreens located at 2509 Whitetail Drive. Investigation showed that three subjects entered the store and loaded up almost \$500.00 in liquor. The suspects became nervous when employees became suspicious and confronted them. Officers located the suspect's vehicle a short distance away, however the suspects were not found.
- Officers investigated a series of Vehicle Burglaries and a Car Theft. Officers identified one juvenile suspect and he was charged with Burglary to a Motor Vehicle, Operating a Vehicle without Owner's Consent and Illegal Possession of Prescription Medication.
- Officers took a report of a subject who sold a computer for \$500.00 and was paid in Counterfeit \$20.00 bills. Officers were able to determine the identity of the subject who passed the fake bills and he was charged with Theft 3rd Degree.
- Officers located and arrested a subject who had been an escapee from the Residential Facility. Officers located the subject in the Five Seasons Mobile Home Park. He was also charged with several incidents of Theft that had been worked by First and Second Shift Officers.
- Officers responded to a Three Vehicle Personal Injury Accident near West 1st Street and Winding Ridge Road. Two subjects received injuries that required transports to the Hospital. The road was closed for a short period of time due to the number of vehicles that were disabled. None of the injuries was life threatening.

Item F.1.d.

- Officers stopped a vehicle for a Traffic Violation near Campus Street and University Avenue. During the Traffic Stop, the driver switched places with a passenger. It was determined that the driver had a Revoked Driver's License and a Valid No-Contact Order with the passenger. The driver was arrested for Traffic Violations, Violation of No-Contact Order and Interference. The passenger was arrested for Interference with Official Acts.
- Officers were dispatched to Kohl's for a Theft in progress call involving two subjects. One subject was arrested for Theft 3rd and charges are pending on the second subject.
- Officers were dispatched to the area of Olive Street for an Intoxicated subject attempting to enter homes. Officers determined that the subject needed medical attention and requested an Ambulance due to the subject's high level of intoxication.
- Officers responded to a Domestic Abuse incident in the 2300 block of Walnut Street. It was reported that a male and female were fighting and that the male was dragging the female into the residence screaming. Officers determined that the fight was between a father and step-daughter and that no injuries were observed. Officers separated the parties for the night and no arrests were made.
- Officers arrested a male subject on Lindale Avenue for a Warrant. He was wanted for Failing to Appear on Felony charges.
- Officers took a report of a senior citizen that had been scammed out of \$7,600.00 in gift cards. The male also had a \$4,000.00 check ready to send to the scammers. This citizen also allowed the scammers to have remote access to his computer. Investigation continues.
- Officers arrested a juvenile male for trying to take tennis shoes from Kohl's. The male put his old shoes in a shoe box, and put the new ones on, before leaving the store. He was charged with Theft 5th.
- Officers responded to a Roll-Over Accident on Highway 20. One person was transported to the Hospital. The Accident closed westbound traffic on Highway 20 for a short period of time.
- Officers responded to the report of a 17-year old, taking pornographic videos of his 11-year old cousin. Investigation continues.

THIRD SHIFT – Captain Mark Howard

- Officers were called to Highway 218 South for subjects walking. They were located and given a ride to the Police Department. Their UBER driver made them get out of her car.
- Officers were called to the 1900 block of Tremont Street for Shots Fired. Officers located bullet holes in a house on Tremont Street. When Officers made contact, residents stated that they found a bullet in the kitchen. The house had been struck four times. Investigation was called in.
- Officers while driving through Hy-Vee saw a Suspicious male. When they attempted to make contact with the male, he took off and led Officers on a Pursuit. Officers did lose the subject, but with video, were able to identify him later in the night. The male subject was arrested for Eluding.
- Officers were called to McDonald's on 1st Street for a Fight in progress. Several juveniles were involved. The male subjects fighting were gone when Officers arrived. The females were released to parents.
- Officers were called to Suspicious subjects on Starbeck Circle. The subjects were gone when Officers arrived.
- Officers were called to a residence on West 16th Street for a Burglary to a residence. When residents arrived home, someone had entered the house and tipped all the furniture over. They believe it was a prank.
- While in-route to the Burglary, Officer located a golf cart in the middle of the road in the 1400 block of College Street. There was no one around and the keys were in the cart. L&M picked up the cart.
- Officers were called to a residence on West 4th Street for a male / female Disorderly. There was no Assault. The male half left for the night.
- Female called about her car that was on College Hill. She was told that her ex was in-route to take it. Officers waited at the car until she arrived and picked her car up.
- Officer was called to assist University of Northern Iowa with a male subject going through cars. The subject was not located.
- Officers were called to an alarm at the Cedar Falls Alternative Education School. Building was secure.
- Officers were called to an address in the 2900 block of Alameda Street for a possible Burglary in progress. Officers checked the residence, and no Burglary occurred. The homeowner has mental problems, and a family member was staying with her for the night.

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- Officers responded to an Accident with Unknown Injuries at 1st Street / Union Road. The Accident was a Single Vehicle Accident. The driver was uninjured, but was arrested for Operating While Intoxicated 2nd Offense.
- Officers were called to an apartment on Orchard Drive for a male that tried to get in the front door. When the male couldn't get in the door he began walking down the hallway. When Officers arrived, the male was lying in the hallway. He was arrested for Intoxication.
- Officers were called to KwikStar on College Hill for two males that were Fighting. One of the subjects was arrested for Disorderly and Intoxication.
- Officers were called to a known male with a Warrant. Officers were able to find the male driving away from Hy-Vee and initiate a Stop. The male was arrested for the Warrant and Driving While License Suspended. There was a female passenger that was also arrested for Possession of Marijuana.
- Governor's Traffic Safety Bureau (GTSB) conducted a Traffic Stop of a car of juveniles. During the Stop, a Search of the vehicle was conducted. Two juveniles were taken into custody for Possession of Marijuana and Paraphernalia charges.
- Officers conducted Foot Patrol on numerous bars in the College Hill area.
- During Foot Patrol, Officers witnessed a car back crash into a parked car. The driver of the vehicle was arrested for Operating While Intoxicated 1st Offense.
- Officers were called to McDonald's on 1st Street for a female that was going through the Drive-Thru and appeared intoxicated. Officers found the vehicle in the parking lot, and the female was arrested for Operating While Intoxicated 2nd Offense.
- Officers with the Special Enforcement Team conducted several Bar Checks. There were several active gang affiliated members on the Hill. During the course of the Foot Patrol, a male was arrested for an Outstanding Warrant out of Waterloo.
- Officers were on Patrol Downtown when they observed a male Assault another male. The victim left before Officers could make contact. The suspect was arrested for Disturbing the Public Peace and Quiet Fighting and Public Intoxication 3rd Offense.
- Officers conducted a Traffic Stop in which a male was arrested for Operating While Intoxicated 1st Offense.
- Officers were called to an afterhours house party where a Fight broke out. Four subjects were arrested for Disturbing the Public Peace and Quiet Fighting. It was learned that a neighbor of the house party went over to the house to tell them to be quieter. People from the party became assaultive. The neighbor did not want to pursue Assault charges.
- Officers were called to AmericInn for a male subject that was yelling and getting in random people's faces. The male was taken into custody and then requested an Ambulance stating he was injured. After the male was released from the Hospital he was arrested for Disorderly Conduct and Public Intoxication.
- Officers were called assist with a 16-year old female that was threatening to kill herself. Officers were able to find out that the girl was staying in Dike and had Grundy County Sheriff's Office make contact. The female was transported to the Hospital voluntarily and the family was notified.
- Officers arrested a male for Possession of Marijuana. The male turned himself in as an adult. The incident happened when the male was a juvenile and Officers were advised to conduct the arrest when the male turned 18-years old.
- Officers were called to a Disorderly between a father and daughter. It was reported that the daughter got upset over her parents taking away her electronics. The daughter attempted to run away from the house and the father brought her back. Officers spoke to all family members and it was learned that School Resource Officer Ladage had been working with the girl. An informational case was forwarded to School Resource Officer Ladage for follow-up.
- Officers were called to the trailer park on Lincoln Street for an Assault in progress. Contact was made at the Suspicious trailer and it was learned that a 15-year old male was out of control and upset. It was a fight between two brothers and they were separated by their parents for the night.
- Officers dealt with several weather related calls (alarms, water in the road, stalled vehicle, etc.)
- Officer checked out with a subject at 23rd Street and Olive Street. Subject was very intoxicated and was arrested for 1st Offense Intoxication.
- Officers while Walking Bars witnessed a subject starting a fight at Sharky's Bar. The subject was arrested for Disorderly.

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- Officers were called to a male subject lying on ground in 800 block of West 3rd Street. Subject was arrested for Intoxication.
- Officers were called to the construction zone on West 4th Street for a vehicle that drove through the barrier and into the construction area. The male occupant was arrested for Operating While Intoxicated.
- Officers were called to a Suspicious subject around Cedar Falls Utilities. The subject was not located.
- Officers went out to Lincoln Street to check the closed road. The water had covered over where the barricades were. Officers retrieved the barricades and re-set them.
- Officers were called to several Loud Parties at the start of Shift. An apartment at The Quarters was cited. This was third night in a row for this residence.
- Officers were called to address on Bluegrass Circle for an intoxicated subject. Subject was located and arrested for Intoxication.
- Officers while on Foot Patrol on the Hill got in a Foot Pursuit and arrested a subject on several charges.
- Officers were called to a residence on Eddie Street for a possible Domestic. Officers did arrest the male for Domestic Abuse.
- Officers were called to the 1900 block of College Street for three subjects who entered a residence. The subjects were not located.
- Officer made contact with a subject at 2nd Street and Main Street who was urinating on the roadway. The subject was cited for Public Urination.
- Officers were called to Maplewood Apartments for a subject breaking windows. The subject was located and she was arrested for Criminal Mischief.
- Officers were called to assist Waterloo Police Department looking for a Stolen Car. The car was located and had eight 14 to 15-year olds in it. The driver was taken by Waterloo Police Department. The passengers were returned to parents by Officers.
- Officers were called to the 1500 block of Iowa Street for a Suspicious subject.
- Officer attempted Traffic Stop at Greenhill Road and Prairie Parkway. Vehicle took off and started a Pursuit. The vehicle eventually was lost. Officer was later called to Waterloo for a Pursuit where the subjects were caught, to identify if it was the same vehicle. Officer was unable to determine.
- Officers went to an address on Melrose Drive for an Assault. Officers assisted a subject to leave the residence.
- Officers were called to a residence on West 3rd Street for chest pain. Officers assisted Ambulance with the female subject. Officers were then called by medical staff to Sartori Hospital for the same female subject who was reporting that her husband had injured her. The male was later arrested for Domestic Assault.
- Officers were called for a Suspicious male that was walking through backyards in the area of Ellen Street. Officers were unable to locate the subject, but spoke with people that believe the male was looking for his dog.
- Officers were called to assist Dysart Police Department to Check the Welfare of a 1-year old child. Officers were able to make contact with the mother and the child was found. It was learned that there is a custody dispute going on between the father and mother of the child.
- Officers were called to an apartment complex to Check the Welfare of a female that told her friend she wanted to die. After more investigation, it was learned that the female was no longer living in Cedar Falls, and that she withdrew from University of Northern Iowa. She was not in the area.
- Officers were doing parking in the area of Briarwood Drive when they found a male sleeping in a car. The male in the car did not have a Valid Driver's License and needed to make arrangements to get a ride. The vehicle was issued a parking citation, and the male had his girlfriend come and pick him up.
- Officers were called to the 1900 block of Tremont Street for an occupied Suspicious vehicle. Officers made contact with three juvenile males and one adult male. During the contact, Officers smelled a strong odor of Marijuana, as well as, seeing quantities of Marijuana in plain view. All four subjects were taken into custody. The three juveniles were charged and released to their parents. The adult male was arrested.
- Officers conducted several Bar Checks in the College Hill area.
- Officers were called to a Disorderly between a male and a female at 22nd and Walnut Streets. The two were separated for the evening and advised to go to their own homes. The female tried to go through an alley and hide from Officers in an attempt to get back to the males residence. She was arrested for Intoxication.

- During Bar Checks, Officers found a victim of an Assault. The victim required an Ambulance and had serious facial injuries. Officers gathered information and began a Search for the suspects. A short time later, Officers arrested two males that Assaulted the victim. One of the suspects was charged with a Felony Assault.
- Officers had a juvenile turn herself in for a Marijuana Possession charge. The charge stems from a previous investigation followed up by Officers.
- During Bar Checks, Officers from the Special Enforcement Team recognized several persons that are known for gang affiliation from Waterloo Police Department Intel. Officers from Special Enforcement Team coordinated with Waterloo Police Department's Violent Criminal Apprehension Team for Foot Patrol in the area of College Hill. While the Violent Criminal Apprehension Team was assisting, Officers made several contacts for future Intelligence.
- Officers were called to a Burglary in progress. The call came in as someone stomping around the house. Further investigation found that a 2 ½ year old had gotten out of bed and was moving around the house.
- Officers were called to an alarm at Taco Bell. Officers made contact with an employee who was closing the store. A check of the employee found that he had an Outstanding Traffic Warrant. The male was arrested.
- Officers responded to a House Fire. The report was that the house was struck by lightning and its upstairs was on fire. Two Public Safety Officers dressed and assist Cedar Falls Fire and Rescue investigating the house. An area was discovered struck by lightning, but there was no working fire. Cedar Falls Police Department assisted at the scene.

INVESTIGATIVE UNIT – Captain Michael E. Hayes

- Three Public Safety Officers / Investigators were called back reference flooding.
- Captain Hayes attended Family Children's Council Executive Board meeting.
- Warrant was issued for a subject who stole a trailer from Cedar Falls Community Credit Union. The suspect owned the trailer originally, but it was repossessed by the Credit Union. The suspect then took the trailer from the Credit Union's parking lot. Video was obtained showing the suspect taking the trailer.
- Warrants were obtained for three suspects, who are accused of passing Counterfeit \$100.00 bills in Cedar Falls area during the late part of May and early part of June, 2018. The charges are Class D Felonies.
- Investigator McNamara began training on Graykey. This assist in collecting data from cell phones much like Cellbrite. The training is taking place at Waterloo Police Department where the Graykey will be stored, but Cedar Falls Police Department will be able to use.
- Captain Hayes attended the Cedar Falls Schools Safety Committee meeting.
- Investigator arrested a juvenile for First Degree Criminal Mischief and Attempted Burglary stemming from the MR Guns alarm that occurred in February of this year. The juvenile was driving the vehicle that ran into the building and he then got out and entered the building. Nothing was taken during the incident.
- Investigators assisted University of Northern Iowa Police Department on a Death call.
- Four Investigators / Public Safety Officers assisted the Fire department at University of Northern Iowa reference an explosion in a steam tunnel.
- Investigator applied for an Arrest Warrant for Theft Third. The suspect is accused of Stealing clothing from Kohl's Department store in August of 2018.
- Captain Hayes attended the College Hill Partnership monthly meeting.
- Investigator McNamara had to update his certification on Cellbrite.
- Investigators were contacted by a Mason City Hospital that they were examining a victim of a Sexual Assault that occurred in Cedar Falls on 09/08/18. Investigator went to Mason City and talked with the victim and picked-up evidence. The victim did not want to pursue the investigation into the Assault at this time.
- Arrests Warrants were obtained for three individuals for Robbery and Burglary in the First Degree. The charges stem from a Home Invasion that occurred in 1000 block of State Street in June.
- Captain Hayes gave a talk to volunteers at Riverview Center reference how Police handle Sexual Assaults. These volunteers will assist with survivors of Sexual Assaults.
- Investigator went to Cresco to interview a subject who may have been involved in a Theft in Cedar Falls.
- Investigator assisted First Shift Officer in obtaining a Search Warrant for narcotics at a residence located in the College Hill area.
- 09/24/18 through 09/28/18, Investigator Johannsen attended Field Training Officer Training.

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- Investigator began an investigation into an Arson that occurred in the southeast part of the City.
- Investigator took information for a Fraud case from Veridian.
- Investigator took information from two victims of a Vandalism that occurred in G Lot. The incident is believed to be related to a Vandalism that occurred in G Lot on 09/22/18 and was handled by Third Shift Officers. Information will be given to the Officers for further follow-up.

Case Information For Month:

- Cases Assigned: 14
- Cases Closed Inactive: 6
- Cases Closed Exceptional: 3
- Cases To County Attorney For Review: 2
- Cases Closed By Arrest / Warrant: 7

Cellebrite Extractions (Investigator McNamara):

- 09/04/18 Examined (2) Androids for Drug Investigation (Tri-County).
- 09/05/18 Examined (2) Apple and (1) Android for Overdose (Tri-County).
- 09/07/18 Examined (1) Apple for Burglary.
- 09/07/18 Examined (1) Android for Home Invasion.
- 09/12/18 Re-Examined (1) Apple for Rape Investigation.
- 09/19/18 Examined (1) Android for Sexual Assault Investigation.
- 09/20/18 Examined (1) Apple for Drug Investigation (Tri-County).
- 09/20/18 Examined (1) Apple for Drug Investigation (Tri-County).
- 09/20/18 Examined (1) Apple for Arson Investigation.
- 09/28/18 Examined (1) Apple for Assault Investigation.
- Total of 13 phones examined.

School Resource Officer:

- School Resource Officer Ladage arrested a juvenile for Interference when a juvenile ran from him. The School Resource Officer wanted question the juvenile reference a Theft incident that occurred at the High School.
- School Resource Officer Ladage arrested a juvenile for Theft in the Second Degree and Trespass. The incident occurred on 09/10/11, where the juvenile stole a cell phone from a locker at the high school. The juvenile was told in past contacts that he was not allowed on school grounds.
- School Resource Officer Ladage had a Parent Meeting at Holmes Junior High.
- School Resource Officer Ladage assisted with a student who was being Disorderly with his mother in the Northern part of Cedar Falls. The juvenile was taken into custody for Simple Assault.
- School Resource Officer Ladage assisted Peet Junior High with a Fire Drill.
- School Resource Officer Ladage had four Classroom Talks to 4th Graders at Hansen Elementary. The talks were about being a "hero".
- School Resource Officer Ladage conducted a Safety Talk for a Driver's Education class.
- 09/18/18 through 09/21/18, School Resource Officer Ladage conducted 'Safety City' for all Kindergartners in the Cedar Falls School System.
- School Resource Officer Ladage met with some parents reference a "Bullying" problem at Lincoln Elementary.
- School Resource Officer Ladage conducted two Classroom Presentations to Government classes at Cedar Falls High School.
- School Resource Officer Ladage assisted River Hills faculty with a student that was causing problems.
- School Resource Officer Ladage conducted ten Classroom Presentations to Health classes at Cedar Falls High School reference the Dangers of Drug Use.
- School Resource Officer Ladage worked the Cedar Falls High School Homecoming Dance.
- School Resource Officer Ladage assisted with a Child Safety Awareness in Evansdale.

CSI Report:

- Officer Belz prepared property for disposal from closed cases in 2015 and 2017.
- Officer Belz attended Monthly In-Service.
- Officer Belz attended Crime Scene Investigation class sponsored by the Iowa Division of the International Association for Identification at the Sheriff's Office Training Center from 09/24/18 through 09/28/18.
- Property from ten closed cases from 2006, 2011, 2013, 2015, 2017, & 2018 were destroyed.

- Forty-one items of unclaimed found property from 2015 and 2017 were destroyed.
- Five items of property were released to their owners.
- Six items of physical evidence were processed in the Crime Lab.
- Two items of Marijuana evidence were processed in the Crime Lab.
- Nine items of evidence were taken to the State Crime Lab for processing.
- Counterfeit bills from nine closed cases in 2018 were sent to the Secret Service for destruction.

Calls Requested For Assistance:

- Officer Belz assisted First Shift Officers and Detectives from the Tri-County Drug Enforcement Task Force with a Death on Sunnyside Drive.
- Officer Belz assisted Third Shift Officers and Detectives with a home struck by gunfire on Tremont Street.
- Officer Belz assisted University of Northern Iowa Police and Cedar Falls Fire Rescue at the scene of a Workplace Death at Towers Center on University of Northern Iowa campus.
- Officer Belz assisted First Shift Officers with processing an Attempted Arson on Garden Avenue.
- Officer Belz assisted First Shift Officers with processing a Residential Burglary on Cedar Heights Drive.

Evidence / Property:

- Evidence Entered: 93
- CD's Entered By Officers: 111
- Found Property Entered: 25
- Property Held For Safekeeping: 2
- Attorney Requests (Not Video): 5
- Attorney Video Copies: 63
- Evidence Tested For Outside Agencies: 0

POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- Reserve Officer Lindley continued Field Training with Officer Krueger on Third Shift.
- Reserve Officer Lindley attended Radar Training at Iowa State Patrol Post 9.
- Reserve Officers attended In-Service Training with career Officers. They received Training from the Child Protection Center and qualified on their new handguns.
- Reserve Officer Cross and Reserve Officer Jaeger assisted with The Western Home Carnival.
- Reserve Officer Husidic and Reserve Officer Jaeger represented the Cedar Falls Police Department at a Child Safety event at Old Navy.
- Reserve Officer Burg and Reserve Officer Husidic staffed the Child Safety event with School Resource Officer Ladage at Angels Park in Evansdale.
- 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.
- Reserve Officer Buck was on Light Duty for much of the month of September due to a procedure. He has since been released to Full Duty.
- The Reserve Unit began advertising and accepting applications for new Reserve Officers. Applications are due on 10/05/18 and testing will take place on 10/23/18.
- The Reserve Unit logged a total of 45.25 hours of On-Duty Time and 107.75 hours of Ride Time and Training Time Off-Duty. The hours for each Reserve Officer of Off-Duty Time are as follows:

NAME	HOURS
Bostwick	16
Brown	8
Buck	Light Duty
Burg	4.5
Cross	4
Erickson	0
Griffin	14.5
Husidic	13.5
Jaeger	11.25

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Lindley	18
Sterrett	FMLA
Wright	18
TOTAL	107.75

POLICE TRAINING EVENTS – Lieutenant Tim Smith

- NCIC Recertification exams.
- Documents have been submitted for future Training.
- September Training consisted of:
 - Issued to Patrol pistols to entire Police staff.
 - Handgun Practice and Qualification.
- Officers Babic, Hancock, Young, Danilson, and Reimers are in FTO.
- Captain Howard continues his Police and Command Class online through Northwestern University
- Officer McNamara attended Drone Training.
- Officers Barron, Gerzema, and Schwan attended a week long SWAT School at Camp Ripley.
- Officers Barron, Ferguson, Creighton, Johannsen, and Zolondek attended a week long Field Training Officer course in Waterloo.

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 F.1.d.**POLICE STATISTICS:**September 2018Total 2018

Group A Crimes

Murder	0	0
Kidnapping / Abduction	0	2
Forcible Rape	2	17
Forcible Sodomy	0	1
Forcible Fondling	1	12
Robbery	0	8
Assault	12	106
Arson	1	3
Extortion / Blackmail	0	1
Burglary / B&E	4	98
Theft	48	453
Theft / Motor Vehicle	5	28
Counterfeit / Forgery	1	45
Fraud	5	65
Embezzlement	0	1
Stolen Property	1	6
Vandalism	18	107
Drug Offenses	15	117
Porn / Obscene Material	1	2
Weapon Law Violation	0	6

Group B Crimes

Theft by Check	0	3
Disorderly Conduct	9	87
Operating While Intoxicated	11	102
Public Intoxicated / Liquor Violations	11	150
Non-Violent Family Offense	0	8
Liquor Law Violation	0	10
Peeping Tom	0	1
Runaway	0	8
Trespassing	3	23
Other Offenses	13	131

Group A Total:	114	1,078
Group B Total:	47	523
Total Reported Crimes:	161	1,601

Traffic Accidents

Fatality	0	1
Personal Injury	4	81
Property Damage	17	461
Total Reported Accidents	21	543

Driving Offenses

Driving While Barred	2	14
Driving While Suspended / Revoked	3	28
Eluding / Peace Officer	1	4
Total Driving Offenses	6	46

Alcohol/Tobacco Violations	32	221
Calls For Service	1,552	13,691
Total Arrests	85	753

Item F.1.d.

CEDAR FALLS FIRE RESCUE

SEPTEMBER FIRE DEPARTMENT ACTIVITIES:

- Station #1 (Blue Shift):
 - Participated in two 'Safety City' events.
- Station #1 (Green Shift):
 - Participated in two 'Safety City' events.
- Station #1 (Red Shift):
 - Conducted a Fire Drill at Veridian.
 - Provided one Station Tour.
 - One Smoke Detector Check / Installation.

FIRE ALTERNATIVE STAFF:

- Part-time and POC Firefighters contributed 46.70 hours of Shift Duty in September.

FIRE INSPECTIONS – Battalion Chief Curt Hildebrand

- September Rental Inspections: 275 (Shift personnel assisted with 246 rental unit inspections).
- September Re-Inspections: 11
- September Paving Inspections: 29

FIRE TRAINING EVENTS – Lieutenant Tim Smith

- Fire Training In-Service consisted of: Flow Path Video and Demonstration.
- Target Solutions Training Material:
 - CAPCE – Bariatric Patients.
 - NFPA 1001 – Ground Ladders.
- Public Safety Officers are working through their Public Safety Officer Training Manual at Fire Headquarters.
- Public Safety Officers are testing for Firefighter 1(FF1) and HazMat Ops.
- Captain Wright attended a 3-day Arson Conference.

FIRE RECORDS – Lieutenant Tim Smith

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

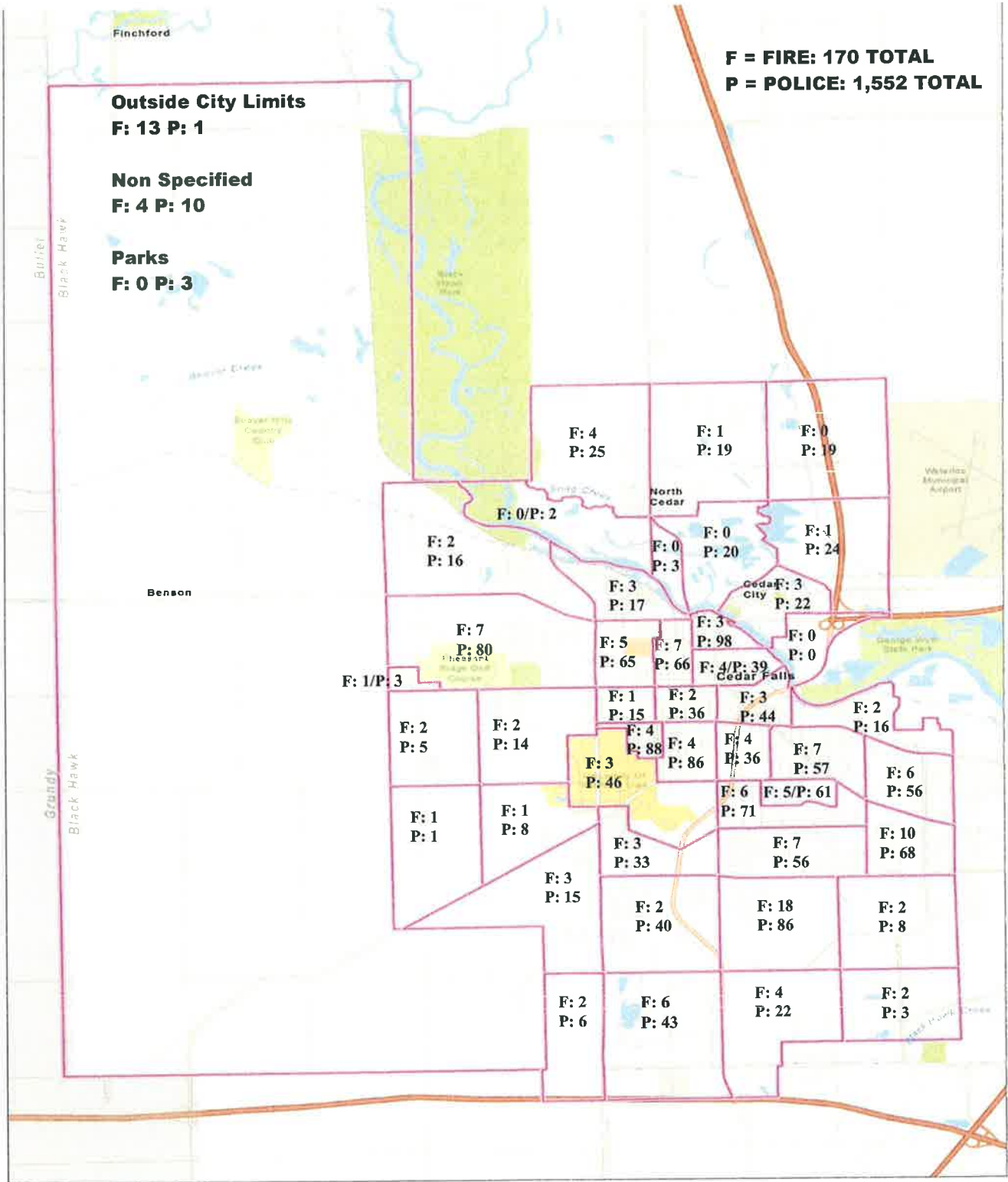
FIRE RESCUE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '18	Feb '18	Mar '18	Apr '18	May '18	Jun '18	Jul '18	Aug '18	Sep '18	Oct '18	Nov '18	Dec '18
Medical	88	86	80	83	84	102	74	97	107			
Cancelled, False Alarms, Good Intent	59	51	51	51	57	52	57	60	51			
Fire, Heat, Hazard, Weather Related	11	16	8	13	13	16	8	8	12			
Totals	158	153	139	147	154	170	139	165	170			

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

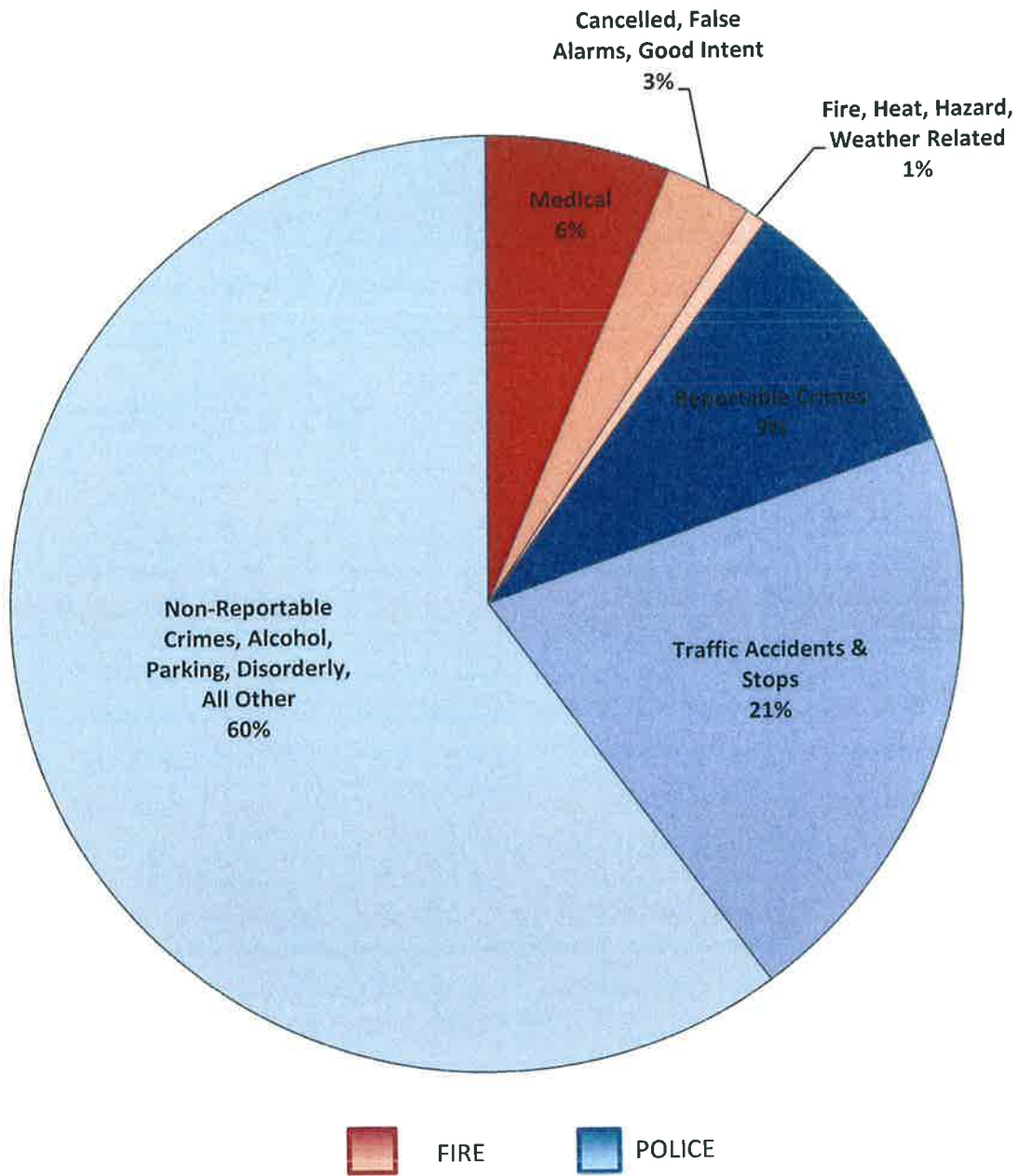
Cedar Falls Public Safety Grid Map

F = FIRE: 170 TOTAL
P = POLICE: 1,552 TOTAL



Item F.1.d.

**Cedar Falls Public Safety Experience Survey
(September)**





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: November 2, 2018
SUBJECT: FY19 Community Main Street

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 FY19 filed by Cedar Falls Community Main Street. After receiving the report, their first ½ payment for their SSMID funding was processed. The first 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.



October 15, 2018

310 E. 4th Street
Cedar Falls, IA 50613

Phone: 319-277-0213
cmsinfo@cfu.net
www.communitymainstreet.org

Mayor Brown and Council Members
City of Cedar Falls, IA
Cedar Falls City Hall
220 Clay Street
Cedar Falls, IA 50613

**2018-2019
Board of Directors:**

- Ty Kimble - chair
- Dan Lynch
- Crystal Ford
- Jess Marsh
- Audrey Dodd
- Matt Dunning
- Wynette Froehner
- Amy Mohr
- Clark Rickard
- LeaAnn Saul
- Stephanie Sheetz
- Julie Shimek
- Brad Strouse
- Pam Taylor
- Tony Tomlyanovich
- Dawn Wilson

RE: SSMID and Economic Betterment Funding

Attached please find the Bi-annual Report from Community Main Street delineating the current status and recent progress of the organization's pursuit of "economic vitality in the context of historic preservation."

In this report you will find the following information:

- Context for the organization
- Organizational accomplishments
- Near-term outlook
- Key indicators
- Board & committee list
- Financial statements
- One-page summary documents
- Staff reports

We are grateful for the support that the City of Cedar Falls has provided over the years and the collaborative effort by many groups and individuals in creating a downtown district with appreciated real estate values, a reputation as a great destination, and as a source of community pride.

With the submission of this report, we respectfully request the disbursement of funds to Community Main Street of collected SSMID monies and the second half of the previously awarded Economic Betterment Grant for the continuation of this pivotal community program. We would be pleased to provide any additional information that you may require to process the release of funds.

Sincerely,

Carol Lilly, Executive Director



Item F.1.e.

CMS Bi-Annual Report – Economic Development Fund and SSMID Funds
Community Main Street
October 15, 2018

General Information:

Name of Organization: Community Main Street

Project Description, (as outlined in the contract dated June 13, 2018 between Cedar Falls Community Main Street and the City of Cedar Falls, Black Hawk County, Iowa):

In consideration for the funding provided to CMS by the City, CMS shall utilize the funds for implementation of the Economic Development Programming aspect outlined in their application and for the streetscape improvement project. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 10 of this Agreement. The CMS agrees to pursue new outside funding for the district, create promotions, recruit and support businesses, and carryout the myriad of individual tasks that result in a robust economic development effort for the district described in their application.

CMS will focus its efforts on the creation of new quality jobs, increased tax base and continued new investment within the district, and investment within the district along with related promotional and marketing efforts to increase and maintain the vitality of the district.

Grant Amount: \$10,000 and \$5,000 for the implementation of streetscape improvements.

Address of Organization:

Street: 310 E. 4th Street

City: Cedar Falls **State:** Iowa **Zip:** 50613

Phone: 319-277-0213 **Email:** cmsdirector@cfu.net

What is the mission of your organization?

Mission: Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

*Last Revised
November 12, 2014*

Do you consider your organization/project a success in fiscal year 2018? Why?

The past six months (April – September 2018) have been a successful period for Community Main Street, as details contained in this report will show.

Context: In 1987, individuals who believed in the potential of downtown formed a community group, Community Main Street. Now 31 years later, we benefit from that group's vision every day. Throughout the last several years, our organization has earned

CMS Bi-Annual Report – Economic Development Fund and SSMID Funds
Community Main Street
October 15, 2018

national and state awards, including recognition as a model Main Street program. This work has been accomplished by thousands of volunteer hours, and the investment of public and private dollars.

However, the work of Community Main Street is not complete. The nature of the area and task requires continual renewal and engagement by the community not only to maintain, but also to progress in the pursuit of its mission.

Does the outcome of this grant funding to your operation/project align with the Economic Development Fund goals of complimenting Cedar Falls economic development efforts? Explain.

Community Main Street's use of grant funding compliments the effort of the City in a variety of ways.

Past Six Months (April – September 2018) – The downtown district continues to attract significant investment by private individuals and public funds. There has been ***\$134,637 in private and public investment*** for completed renovation and rehabilitation of downtown properties and ***\$6,337,220 for property acquisition***. Most notable are several projects are underway for business additions and expansions in the coming months. Since the April 2018 reporting cycle, the district has seen an upswing in the job growth category. We have seen an increase of ***seven new full time job equivalent positions***. During the past six months there has been a net increase of ***one new permanent business*** in the district. This reflects a strong demand to locate within the downtown district.

Did receipt of an Economic Development Fund grant enable your organization/project to provide a new service to promote economic development or the creation of quality employment opportunities in Cedar Falls? How?

Continued program accreditation by Main Street Iowa through adherence of the Main Street Approach to Transformational Strategy is a key component to our success, providing State resources and tools specifically designed to impact the small, independent businesses currently thriving in the downtown district. City funding is one of 10 points necessary to maintain accreditation and the receipt of an Economic Development Fund grant is not only appreciated, but helps fulfill this contractual obligation.

The accomplishments of Community Main Street may be understood through a series of data points that clearly illustrate an increase in economic vitality in the historic context through the four-point “Main Street” approach that has been the hallmark of the Cedar Falls program:

- A) Design and historic preservation
- B) Business development and retention
- C) Promotion and marketing
- D) Member development, training and communication

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Please provide a summary of activities completed in fiscal year 2018 by your organization/project.

Accomplishments of the last six-months (April – September 2018) in context of the four points listed above:

A) Design and historic preservation

Community Main Street is instrumental in creating and supporting the historic preservation ethic in our community.

During the past six months CMS:

- Deposited \$200,000 of our existing funds, which have been earned and saved over the past five years, to the Streetscape Fund held by the Cedar Falls Community Foundation.
- Provided local design assistance to 5 property and/or business owners
- Secured Main Street Iowa design consultation services for one downtown business valued at \$550
- Worked with city staff to update the existing overlay ordinance; communicated update to stakeholders and supported it throughout the approval process
- Coordinated volunteer efforts for one spring downtown cleanup day
- Maintained district plants and flowers including sidewalk planters, garden plots, and hanging baskets
- Worked with the Tourism Bureau and the Iowa DOT to place historic district signage at key state highway locations in order to draw travelers into the community
- Organized volunteer efforts to clean gum from the downtown sidewalk using the Gum Buster equipment and supplies
- Selected Challenge Grant project (with BI and Board of Directors) to advance to State competition
- Created opportunity for businesses to participate in Fall decorating
- Began planning for holiday decorating including side streets
- CMS facilities coordinator maintains a positive working relationship with Public Works and Parks Dept. city staff to help with special projects and routine maintenance in the downtown district

B) Business development and retention

The latest assessment is now in affect and property owners have reported between 18 and 30% increase in taxable value, a positive outcome, yet challenging for some businesses. The vacancy rate for the downtown district remains relatively low with few spaces available to lease. Business and property owners have felt the impact of increased property assessments through the increased costs of doing business, a struggle for some small proprietors. Since the April bi-annual report, four new businesses have been opened in the district (Refinery, ProFarmer, Lotus & Lou, Mountain Man Fruit & Nut Company),

one business closed (Ivy Trellis) and two businesses relocated out of the district (Palace Clothiers, Wells Fargo).

Construction projects continue to bring a positive impact the district. Four major projects are underway and several smaller initiatives are also in the construction phase.

Businesses within Mill Race continue to grow in numbers, but are not included in data. Working with Red Cedar staff in support of the entrepreneurial community continues to be a priority. As the Mill Race tenants transition from the start up and growth stages to established and expansion stages, our expertise kicks in and our strong relationship with Red Cedar will ensure businesses have support throughout their business life cycle.

During the past six months CMS (April to September):

- Welcomed four new proprietors to our community
- Hosted local “Open 4 Business Competition” with the business advancing to the second round of State competition
- Shared market analysis data and recruitment packet with one direct downtown lead and with one property development company representing several downtown properties
- Selected local project to advance to State Challenge Grant completion (with Design and Board of Directors)
- Staff and/or volunteers attended advanced training sessions and participated in several webinars
- Represented Main Street/small business group on the Regional Entrepreneurship project facilitated by UNI
- Participated in the Greater Cedar Valley Alliance meetings and activities

C) Promotion and marketing

The district’s well being is dependent on increased use and an ever-increasing constituency connected to downtown Cedar Falls. Several key strategies and events support this objective. A key initiative has been to coordinate committee efforts to bring a variety of events and activities to the district.

During the past six months CMS (April to September):

- Coordinated and promoted a Spring Shop Hop- March
- Conducted Hops On Main - April
- Hosted our second Show & Shine car event for a Sunday in the district to bring attention to businesses open on Sundays and to provide a quality of life event for the community - May
- Hosted a Girls’ Night Out – May
- Created and published a calendar of event postcard direct mailed to over 35,000 nearby residents
- Conducted Movies Under the Moon (x6: June, July, August)
- Sponsored Sturgis Falls Kiddie Parade – June

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- Promoted Holiday Hoopla events during Sturgis Falls to encourage out of town guests to return to downtown during the holidays, most notably for the kick off on Black Friday, an important sales day for ALL Cedar Valley retailers (parade entry) - June
 - Conducted Sidewalk Sales – July
 - Partnered with the Cedar Valley Sports Commission to plan and host the Shrine Bowl Parade and Pep Rally – July
 - Coordinated cooperative retail spending of \$11,000+ to promote downtown retail events and activities
 - Invested \$4,859.23 on general district promotional materials and ad placement
 - Partnered with the Cedar Valley Sports Commission to host a Gran Fondo event that began and ended in downtown Cedar Falls - August
 - Organized and hosted FondoFest, a street fair celebration to welcome Gran Fondo participants - August
 - Conducted Panther PAWty (Formerly called Panther's On Main) – August
 - Conducted ARTapalooza – September
 - Conducted a presentation about downtown developments to 2 community groups
 - Continued promotion of businesses that open on Sundays and open late to educate consumers about businesses who are adapting to changing customer habits
 - Conducted downtown tours for visiting groups
 - Promoted the downtown district during UNI orientation days (summer)
 - Publish monthly electronic newsletters
 - Various media interviews (print, television, radio)
 - Planning for Holiday Hoopla 2018
 - Electronic social media strategy deployment continues, adding SnapChat to our strategy – (Facebook now has 14,267 Fans, Twitter with 2,912 followers, Pinterest with 147 followers and Instagram with 1715 followers and counting)

D) Member development, training and communication

Member development (funding): Property owners provided stability to the organization by maintaining the SSMID collection rate for the next fiscal year. In addition to SSMID and City Economic Development Grant resources, the remaining 55 - 60% of the Community Main Street budget is provided for through grants, business sponsorships, in-kind donations, and individual contributions.

During the past six months CMS (April - September):

- Conducted several initiatives to provide organizational income:
 - Show & Shine: \$2,419.84 (net profit earmarked for Holiday Hoopla)
 - Hops On Main: \$5,404.12 (net profit)
 - Upstairs Downtown: \$2,145.23 (net profit)

- Get Elfed Fundraiser: \$3,054 (net profit earmarked for Holiday Hoopla)
- FondoFest: \$2,458.38 (net profit)
- ARTapalooza: \$1,851.56 (net profit)
- Volunteer Hours: \$57,814 based on 2,543.5 hours valued at \$22.73 per hour in Iowa (April – September 2018) Value of a volunteer hour as identified by the Independent Sector.
- Launched the public phase of the Details of the District fundraising campaign
 - Proceeds of the campaign are moved to the Cedar Falls Community Foundation Streetscape fund
 - A new event, Details of the District Scavenger Hunt was introduced as part of the campaign; it was so successful we plan to make it a reoccurring event
 - Donations and pledges to date total \$335,265.03
- Hosted a volunteer appreciation event to recognize and reward downtown donors and volunteers
- Hosted our annual meeting and elected new board members and officers

Member development (Recognition of the strong partnership our organization has with the City): The importance of maintaining a vibrant, healthy downtown district is beneficial to the entire Cedar Falls community and is evidenced by a partnership that continues to be strengthened and developed. ***During the past six months the City has provided key support in the following ways:***

- Flood mitigation actions by increasing the height of the levee and keeping CMS informed during the project
- Active participation, support and prompt attention for overlay ordinance update related issues/questions
- Assisted implementing Master Streetscape plan to determine phasing and costs; participated in multiple meetings with CFU
- Support for the master streetscape fundraising project
- Support and guidance before, during and after our move of the old chamber building to the current site on 4th Street
- Alley reconstruction between 4th & 5th Streets in the 500 block
- Public Works' emptying the 10 Parkade trashcans twice weekly (annual value of \$18,700)
- Public Works' street sweeping in the district
- Public Works' recycling bins in the district
- Public Works' spot curb repair projects in the district
- Public Works' spot brick repair projects in the district
- Public Works' and Police assistance downtown event street closures as needed
- Coordination of new construction developments within the district
- Assistance with the DOT for placement of historic district signage on state highway

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- Economic Development Grant opportunity
- Tourism Marketing Grant opportunity
- Police presence and prompt attention to district issues
- Marketing of events and activities by Tourism
- Communication of downtown activities through Currents and Channel 15
- Continuation of support for the River Bank Enhancement Project
- Allowed CMS volunteers to relocate plants to other areas in the district when the levee project required staging in Peter Melendy Park
- Is conducting a downtown parking study
- Is conducting a downtown visioning with community members in anticipation of testing form based code

Member Development, Training – (Main Street Designation): Adherence to the 4-point approach of economic development through historic preservation encompasses many facets.

During the past six months CMS:

- Coordinated and documented efforts of 4 volunteer committees, a board of directors and special event committees with monthly and special project meetings
- Reported and submitted monthly district statistics and organizational operation information to Main Street Iowa
- Maintained attendance at the mandatory meetings for Main Street Iowa training
- Participated in training opportunities and hosted training opportunities for our businesses
- Attended the National Main Street Conference
- Coordinated and provided district business members' access to Main Street Iowa resources including but not limited to architectural and design suggestions and support, and individual business consultation by business specialists
- Maintained and marketed economic statistics for the district to its constituents
- Continued to lead the effort for increased energy and sustainable awareness in the district (recycling facilities in the district have generated 28,340 pounds of material during April to September)

Communication – (Local, National, State and Regional Distinction): Adherence to our mission and vision, effective internal communication and recognition programs helps us build the foundation to establish an award winning downtown. Community Main Street continues to “build the resume” of the district, thereby prompting visits to the district and engagement by citizens in the mission of economic revitalization in a historic context.

During the past six months CMS:

- Received the Legacy Award during the John Milton Overman Award Ceremony (formerly Business & Industry Awards)

- Coordinated communication with downtown stakeholders and residents regarding the levee project
- In partnership with the Hearst Center for the Arts and the Tourism Bureau, ensured renewal of the Cultural and Entertainment District by the Iowa Arts Council (now required every 10 years)
- Helped staff the Tourism booth during new student orientation sessions at UNI
- Promoted and participated in several partnerships and cooperative advertising initiatives
- Continued to create brand awareness of the Downtown District

Outlook:

The near future is not without its challenges. Dealing with these challenges and making continued progress will be the focus of Community Main Street moving forward:

Economic Climate – Although the national economy is improving, global uncertainty in the political and economic climates will continue to test the confidence of the marketplace. It will challenge all existing businesses and new business development.

From a more local viewpoint, continues to be a limited number of vacancies within the district. As leases expire and updated, rising rents due to increases assessed values may challenge the profitability of some local businesses.

Retail businesses face increased challenges as internet sales continue to grow.

The addition of residential units downtown will continue to have a positive impact for district businesses.

Since Community Main Street was established in 1987, the assessed value of the downtown district has increase 821%. *The assessed value of the district continues to rise and provides the highest per square foot tax income for the City of Cedar Falls as compared to other commercial districts within the community.*

Funding Resources – Sponsorships, though strong to date, are challenged by the sheer number of organizations vying for support. There are several large public/private capital improvement projects underway, three in the downtown community. Diversification of funding sources, creativity in fund-raising events, and growth in the range of donors will be required to sustain and carry on the work of Community Main Street.

Maintenance of Facilities – With the success of the district, growing footprint and the greater amount of foot traffic in the district, maintenance issues have multiplied. Basic maintenance of keeping the streets clean, clearing cigarette butts and gum off sidewalks,

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and maintaining trash management is a significant task. Landscaping funding and maintenance has been accomplished by volunteers, but comprises a large effort. The addition of the gum buster helps with sidewalk cleanliness, but is an on-going maintenance and labor task for our organization to coordinate. CMS hired a facilities coordinator who works 2 – 10 hours per week on downtown maintenance issues and to facilitate volunteer efforts to maintain downtown.

Development of District – Continued development of the neighborhood and physical streetscape is required. Beyond maintenance needs, exploration in the following areas is sought:

- Implementation of the Master Streetscape Plan to extend the look and feel of Main Street - angled parking where possible, installation of district Parkade light poles, trashcans, bike racks etc. to help raise property values and profitability of businesses located “off Main”
- Careful design consideration to maximize the lifecycle of new construction projects within the district
- Parking study review and planning – supply, surface issues, maintenance (weeds) issues; improved lighting away from the central core will improve walkability and patrons willingness to park and walk from remote areas of the district
- Greater connection of Main Street/Center Street and Main Street/University Ave. neighborhoods
- Improved wi-fi throughout district
- Additional way-finding signage to downtown established throughout Cedar Falls
- Renewed funding of the Façade Grant program will encourage small projects that make a big visual difference

Upcoming Community Programs – The downtown district can be the “heart of the city” only with active engagement by all city residents. An aggressive program of broad-ranging events and activities will foster that engagement and connection. The following community events are planned for the near-term:

- Create an aggressive calendar of 4th quarter holiday events to appeal to local and out of town guests utilizing the new downtown district brand
- Continue coordination of district wide marketing campaigns by soliciting participants, media production and scheduling; encourage use of new downtown brand in the campaigns
- Introduce new events to bring new patrons to the community
- Promote our historic district and our cultural & entertainment designation when appropriate
- Continue to develop partnerships with other organizations to bring more events and activities to the downtown area; help them identify and navigate through potential pitfalls of hosting an event downtown

Organizational Development – The continuation of our aggressive calendar of events and projects is dependent upon the strength of our volunteers. Volunteer development will remain a key focal point of the organization.

Attachments and Key Indicators:

Following are the key elements, board member roster, current financial statements, and “strategic plan one sheet” summary forms. Detailed monthly reports, Staff reports, Form 990 for FY’18, and other documents are available for review in the Community Main Street office.

Rehabilitation, Renovation & New Construction Projects:

Rehabilitation, Renovation & New Construction Projects		
	Projects	Investment Value
April 2018	2	\$101,350
May 2018	0	\$0
June 2018	0	\$0
July 2018	0	\$0
August 2018	1	\$4,677
September 2018	2	\$28,610
Net Apr.’18 – Sept. ‘18	16	\$134,637

Buildings Sold:

Buildings/Properties Sold		
	Quantity	Investment
April 2018	0	\$0
May 2018	3	\$5,240,000
June 2018	0	\$0
July 2018	1	\$1,050,000
August 2018	1	\$47,220
September 2018	0	\$0
Net Apr.’18 – Sept. ‘18	5	\$6,337,220

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Business Changes (Jobs listed as full time equivalent):

Business Changes						
	New Business Openings	New Jobs Created	Businesses Closing or Moving Out	Jobs Lost	Businesses Relocating/ Expanding Downtown	New Jobs Created
April 2018	0	0	1	3	0	0
May 2018	0	0	1	2	0	0
June 2018	1	2	1	0	1	0
July 2018	1	7	0	0	0	0
August 2018	1	2	0	0	0	0
September 2018	1	1	0	0	0	0
Net Apr.'18 – Sept. '18	4*	12**	3	5	1	0

*Net increase in businesses is 1

**Net increase in jobs is 7 full time equivalent

Volunteer Hours:

Volunteer Hours	
April 2018	277
May 2018	459
June 2018	496.5
July 2018	285
August 2018	595
September 2018	431
Net Apr.'18 – Sept. '18	2,543.5

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2018/2019

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**COMMUNITY MAIN STREET
Income Statement**

APRIL 2018

	MONTHLY BUDGET - APRIL				MONTHLY BUDGET - JULY TO APRIL				ANNUAL BUDGET			
	MONTH ACTUAL	MONTH BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% ANNUAL BUDGET USED
Revenue												
Board Income	0.00	0.00	0.00		1,738.00	1,944.00	-206.00	89.40%	1,738.00	1,944.00	-206.00	89.40%
City Funding	6,500.00	6,500.00	0.00	100.00%	13,000.00	13,000.00	0.00	100.00%	13,000.00	13,000.00	0.00	100.00%
Equipment Rental Income - MUM	0.00	0.00	0.00		0.00	2,250.00	-2,250.00	0.00%	0.00	2,250.00	-2,250.00	0.00%
Event Income	7,720.00	8,020.00	-300.00	96.26%	108,423.53	98,603.00	9,820.53	109.96%	108,423.53	100,903.00	7,520.53	107.45%
Friends Campaign	3,100.00	0.00	3,100.00		14,440.25	0.00	14,440.25		14,440.25	0.00	14,440.25	
Grant & other Income	654.10	1,250.00	-595.90	52.33%	79,653.90	76,370.00	3,283.90	104.30%	79,653.90	78,500.00	1,153.90	101.47%
SSMID	75,643.77	85,000.00	-9,356.23	88.99%	160,459.30	170,000.00	-9,540.70	94.39%	160,459.30	170,000.00	-9,540.70	94.39%
Total Revenue	\$ 93,617.87	\$ 100,770.00	-\$ 7,152.13	92.90%	\$ 377,714.98	\$ 362,167.00	\$ 15,547.98	104.29%	\$ 377,714.98	\$ 366,597.00	\$ 11,117.98	103.03%
Gross Profit	\$ 93,617.87	\$ 100,770.00	-\$ 7,152.13	92.90%	\$ 377,714.98	\$ 362,167.00	\$ 15,547.98	104.29%	\$ 377,714.98	\$ 366,597.00	\$ 11,117.98	103.03%
Expenditures												
Bank Service Charges					34.66	0.00	34.66		34.66	0.00	34.66	
Board Lunch Expense	0.00	162.00	-162.00	0.00%	1,439.30	1,620.00	-180.70	88.85%	1,439.30	1,944.00	-504.70	74.04%
Committee Expense	2,540.85	2,500.00	40.85	101.63%	15,780.79	17,400.00	-1,619.21	90.69%	15,780.79	23,900.00	-8,119.21	66.03%
Depreciation Expense	450.00	450.00	0.00	100.00%	4,500.00	4,500.00	0.00	100.00%	4,500.00	5,400.00	-900.00	83.33%
Dues and Subscriptions	45.00	550.00	-505.00	8.18%	1,861.84	2,800.00	-938.16	66.49%	1,861.84	3,000.00	-1,138.16	62.06%
Equipment Rental Expense - MUM	0.00	0.00	0.00		0.00	250.00	-250.00	0.00%	0.00	250.00	-250.00	0.00%
Event Expense	3,208.02	1,390.00	1,818.02	230.79%	78,728.40	66,905.00	11,823.40	117.67%	78,728.40	74,385.00	4,343.40	105.84%
Grant Expense	0.00	0.00	0.00		75,000.00	75,000.00	0.00	100.00%	75,000.00	75,000.00	0.00	100.00%
Insurance	0.00	0.00	0.00		35.00	0.00	35.00		35.00	5,000.00	-4,965.00	0.70%
Miscellaneous	105.00	400.00	-295.00	26.25%	1,470.59	1,660.00	-189.41	88.59%	1,470.59	1,940.00	-469.41	75.80%
Moving Expenses	15,663.30	0.00	15,663.30		19,381.64	0.00	19,381.64		19,381.64	0.00	19,381.64	
Office Supplies	459.93	700.00	-240.07	65.70%	4,896.34	7,000.00	-2,103.66	69.95%	4,896.34	8,400.00	-3,453.66	58.89%
Payroll Expenses	10,702.14	10,515.00	187.14	101.78%	108,794.70	111,240.00	-2,445.30	97.80%	108,794.70	132,272.00	-22,597.58	82.92%
Postage and Delivery	100.00	100.00	0.00	100.00%	1,859.23	3,000.00	-1,140.77	61.97%	1,859.23	5,200.00	-3,340.77	35.75%
Professional Fees	0.00	0.00	0.00		3,960.00	8,500.00	-4,540.00	46.59%	3,960.00	8,500.00	-4,540.00	46.59%
Rent	583.33	583.33	0.00	100.00%	5,833.30	5,833.30	0.00	100.00%	5,833.30	6,999.96	-1,166.66	83.33%
Repairs	363.80	375.00	-11.20	97.01%	658.04	1,500.00	-841.96	43.87%	658.04	1,500.00	-841.96	43.87%
Telephone	206.61	220.00	-13.39	93.91%	1,815.76	2,200.00	-384.24	82.53%	1,815.76	2,640.00	-824.24	68.78%
Travel & Training	178.82	300.00	-121.18	59.61%	2,020.00	2,490.00	-470.00	81.12%	2,020.00	4,000.00	-1,980.00	50.50%
Utilities	479.66	480.00	-0.34	99.93%	4,796.60	5,340.00	-543.40	89.82%	4,796.60	6,300.00	-1,503.40	76.14%
Total Expenditures	\$ 35,086.46	\$ 18,725.33	\$ 16,361.13	187.37%	\$ 332,866.19	\$ 317,238.30	\$ 15,627.89	104.93%	\$ 332,866.19	\$ 366,630.96	-\$ 32,835.05	91.04%
Net Operating Revenue	\$ 58,531.41	\$ 82,044.67	-\$ 23,513.26	71.34%	\$ 44,848.79	\$ 44,928.70	-\$ 79.91	99.82%	\$ 44,848.79	-\$ 33.96	\$ 43,953.03	-129325.88%
Other Revenue												
Other Income					9,301.00	0.00	9,301.00		9,301.00	0.00	9,301.00	
Total Other Revenue					\$ 9,301.00	\$ 0.00	\$ 9,301.00		\$ 9,301.00	\$ 0.00	\$ 9,301.00	
Other Expenditures												
Other Expenses	454.00	0.00	454.00		118,460.30	0.00	118,460.30		118,460.30	0.00	118,460.30	
Total Other Expenditures	\$ 454.00	\$ 0.00	\$ 454.00		\$ 118,460.30	\$ 0.00	\$ 118,460.30		\$ 118,460.30	\$ 0.00	\$ 118,460.30	
Net Other Revenue	-\$ 454.00	\$ 0.00	-\$ 454.00		-\$ 109,159.30	\$ 0.00	-\$ 109,159.30		-\$ 109,159.30	\$ 0.00	-\$ 109,159.30	
Net Revenue	\$ 58,077.41	\$ 82,044.67	-\$ 23,967.26	70.79%	-\$ 64,310.51	\$ 44,928.70	-\$ 109,239.21	-143.14%	-\$ 64,310.51	-\$ 33.96	-\$ 65,206.27	192109.04%

Item F.1.e.

Community Main Street Inc Statement of Financial Position As of April 30, 2018

	Total
ASSETS	
Current Assets	
Bank Accounts	
CFCCU Savings	5.00
CMS Capital Improvement Fund	14,179.76
CMS Main Checking #13920	160,710.79
CMS Main Street Record #700476	1,102.67
CMS Money Market #7004070	145,084.20
Collins Community CU Savings	26,113.31
FSB Money Market #096-829-3	22,629.40
Petty Cash	50.00
U of I Community Credit Savings	5.00
Total Bank Accounts	\$ 369,880.13
Accounts Receivable	
Accounts Receivable	4,426.27
Total Accounts Receivable	\$ 4,426.27
Total Current Assets	\$ 374,306.40
Fixed Assets	
Equipment	80,688.50
Equipment Accum. Depreciation	-76,190.00
Total Fixed Assets	\$ 4,498.50
Other Assets	
Investment in SSMU	850,000.00
Investment in SSMU-Contra	-827,280.00
Prepaid Rent	583.73
Total Other Assets	\$ 23,303.73
TOTAL ASSETS	\$ 402,108.63
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Gift Certificates	72,108.75
Iowa Department of Revenue Payable	15.43
Payroll Liabilities	-1,026.10
Sales Tax Payable	-82.36
Total Other Current Liabilities	\$ 71,015.72
Total Current Liabilities	\$ 71,015.72
Total Liabilities	\$ 71,015.72
Equity	
Board Designated Reserve Fund	60,000.00
Opening Bal Equity	27.17
Retained Earnings	36.85
Unrestricted Fund Balance	335,339.40
Net Revenue	-64,310.51
Total Equity	\$ 331,092.91
TOTAL LIABILITIES AND EQUITY	\$ 402,108.63

**COMMUNITY MAIN STREET
Income Statement**

MAY 2018

	MONTHLY BUDGET - MAY				MONTHLY BUDGET - JULY TO MAY				ANNUAL BUDGET			
	MONTH ACTUAL	MONTH BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% ANNUAL BUDGET USED
Revenue												
Board Income	0.00	0.00	0.00	0.00%	1,738.00	1,944.00	-206.00	89.40%	1,738.00	1,944.00	-206.00	89.40%
City Funding	0.00	0.00	0.00	0.00%	13,000.00	13,000.00	0.00	100.00%	13,000.00	13,000.00	0.00	100.00%
Equipment Rental Income - MUM	0.00	0.00	0.00	0.00%	0.00	2,250.00	-2,250.00	0.00%	0.00	2,250.00	-2,250.00	0.00%
Event Income	9,801.00	2,300.00	7,501.00	426.13%	117,224.53	100,903.00	16,321.53	116.18%	117,224.53	100,903.00	16,321.53	116.18%
Friends Campaign	10,808.66	0.00	10,808.66		25,248.91	0.00	25,248.91		25,248.91	0.00	25,248.91	
Grant & other Income	390.64	1,130.00	-739.36	34.57%	225,014.48	77,500.00	147,514.48	290.34%	225,014.48	78,500.00	146,514.48	286.64%
SSMID	0.00	0.00	0.00		160,459.30	170,000.00	-9,540.70	94.39%	160,459.30	170,000.00	-9,540.70	94.39%
Total Revenue	\$ 21,000.30	\$ 3,430.00	\$ 17,570.30	612.25%	\$ 542,685.22	\$ 365,597.00	\$ 177,088.22	148.44%	\$ 542,685.22	\$ 366,597.00	\$ 176,088.22	148.03%
Gross Profit	\$ 21,000.30	\$ 3,430.00	\$ 17,570.30	612.25%	\$ 542,685.22	\$ 365,597.00	\$ 177,088.22	148.44%	\$ 542,685.22	\$ 366,597.00	\$ 176,088.22	148.03%
Expenditures												
Bank Service Charges					34.66	0.00	34.66		34.66	0.00	34.66	
Board Lunch Expense	0.00	162.00	-162.00	0.00%	1,439.30	1,782.00	-342.70	80.77%	1,439.30	1,944.00	-504.70	74.04%
Committee Expense	5,103.01	2,500.00	2,603.01	204.12%	20,883.80	19,900.00	983.80	104.94%	20,883.80	23,900.00	-3,016.20	87.38%
Depreciation Expense	0.00	450.00	-450.00	0.00%	4,500.00	4,950.00	-450.00	90.91%	4,500.00	5,400.00	-900.00	83.33%
Dues and Subscriptions	56.75	100.00	-43.25	56.75%	1,918.59	2,900.00	-981.41	66.16%	1,918.59	3,000.00	-1,081.41	63.95%
Equipment Rental Expense - MUM	0.00	0.00	0.00	0.00%	0.00	250.00	-250.00	0.00%	0.00	250.00	-250.00	0.00%
Event Expense	0.00	3,540.00	-3,540.00	0.00%	83,477.28	70,445.00	13,032.28	118.50%	83,477.28	74,385.00	9,092.28	112.22%
Grant Expense	0.00	0.00	0.00	0.00%	75,000.00	75,000.00	0.00	100.00%	75,000.00	75,000.00	0.00	100.00%
Insurance	0.00	0.00	0.00	0.00%	35.00	0.00	35.00		35.00	5,000.00	-4,965.00	0.70%
Miscellaneous	0.00	140.00	-140.00	0.00%	1,470.59	1,800.00	-329.41	81.70%	1,470.59	1,940.00	-469.41	75.80%
Moving Expenses	11,690.30	0.00	11,690.30	0.00%	31,071.94	0.00	31,071.94		31,071.94	0.00	31,071.94	
Office Supplies	600.02	700.00	-99.98	85.72%	5,496.36	7,700.00	-2,203.64	71.38%	5,496.36	8,400.00	-2,903.64	65.43%
Payroll Expenses	0.00	10,515.00	-10,515.00	0.00%	119,175.18	121,755.00	-2,579.82	97.88%	120,319.40	132,272.00	-11,952.60	90.96%
Postage and Delivery	0.00	2,100.00	-2,100.00	0.00%	1,859.23	5,100.00	-3,240.77	36.46%	1,859.23	5,200.00	-3,340.77	35.75%
Professional Fees	0.00	0.00	0.00	0.00%	5,030.00	8,500.00	-3,470.00	59.18%	5,030.00	8,500.00	-3,470.00	59.18%
Rent	583.33	583.33	0.00	100.00%	6,416.63	6,416.63	0.00	100.00%	6,416.63	6,999.96	-583.33	91.67%
Repairs	0.00	0.00	0.00	0.00%	658.04	1,500.00	-841.96	43.87%	658.04	1,500.00	-841.96	43.87%
Telephone	206.61	220.00	-13.39	93.91%	2,022.37	2,420.00	-397.63	83.57%	2,022.37	2,640.00	-617.63	76.60%
Travel & Training	1,923.06	1,010.00	913.06	190.40%	4,602.07	3,500.00	1,102.07	131.49%	4,602.07	4,000.00	602.07	115.05%
Utilities	779.32	480.00	299.32	162.36%	5,575.92	5,820.00	-244.08	95.81%	5,575.92	6,300.00	-724.08	88.51%
Total Expenditures	\$ 37,600.77	\$ 22,500.33	\$ 15,100.44	167.11%	\$ 370,666.96	\$ 339,738.63	\$ 30,928.33	109.10%	\$ 371,811.18	\$ 366,630.96	\$ 5,180.22	101.41%
Net Operating Revenue	-\$ 16,600.47	-\$ 19,070.33	\$ 2,469.86	87.05%	\$ 172,018.32	\$ 25,858.37	\$ 146,159.95	665.23%	\$ 170,874.10	-\$ 33.96	\$ 170,908.06	-503162.84%
Other Revenue												
Other Income					9,301.00	0.00	9,301.00		9,301.00	0.00	9,301.00	
Total Other Revenue					\$ 9,301.00	\$ 0.00	\$ 9,301.00		\$ 9,301.00	\$ 0.00	\$ 9,301.00	
Other Expenditures												
Other Expenses	50,000.00	0.00	50,000.00		168,460.30	0.00	168,460.30		168,460.30	0.00	168,460.30	
Total Other Expenditures	\$ 50,000.00	\$ 0.00	\$ 50,000.00		\$ 168,460.30	\$ 0.00	\$ 168,460.30		\$ 168,460.30	\$ 0.00	\$ 168,460.30	
Net Other Revenue	-\$ 50,000.00	\$ 0.00	-\$ 50,000.00		-\$ 159,159.30	\$ 0.00	-\$ 159,159.30		-\$ 159,159.30	\$ 0.00	-\$ 159,159.30	
Net Revenue	-\$ 66,600.41	-\$ 19,070.33	-\$ 47,530.08	349.24%	\$ 12,859.02	\$ 25,858.37	-\$ 12,999.35	49.73%	\$ 11,714.80	-\$ 33.96	\$ 11,748.76	-34495.88%

Item F.1.e.

Community Main Street Inc Statement of Financial Position As of May 31, 2018

	Total
ASSETS	
Current Assets	
Bank Accounts	
CMS Capital Improvement Fund	14,183.25
CMS Main Checking #13920	133,082.07
CMS Main Street Record #700476	1,102.67
CMS Money Market #7004070	145,144.60
Collins Community CU Savings	114.28
Paypal	0.00
Petty Cash	50.00
U of I Community Credit Savings	5.00
Total Bank Accounts	\$ 293,681.87
Accounts Receivable	
Accounts Receivable	11,730.43
Total Accounts Receivable	\$ 11,730.43
Other Current Assets	
Payroll Corrections	81.05
Total Other Current Assets	\$ 81.05
Total Current Assets	\$ 305,493.35
Fixed Assets	
310 E 4th Street (CMS Office)	144,950.00
Equipment	78,682.25
Equipment Accum. Depreciation	-76,190.00
Total Fixed Assets	\$ 147,442.25
Other Assets	
Investment in SSMU	850,000.00
Investment in SSMU-Contra	-827,280.00
Prepaid Rent	0.40
Total Other Assets	\$ 22,720.40
TOTAL ASSETS	\$ 475,656.00
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Direct Deposit Payable	-930.82
Gift Certificates	71,053.75
Iowa Department of Revenue Payable	15.43
Payroll Liabilities	-656.19
Sales Tax Payable	-82.36
Total Other Current Liabilities	\$ 69,399.81
Total Current Liabilities	\$ 69,399.81
Total Liabilities	\$ 69,399.81
Equity	
Board Designated Reserve Fund	60,000.00
Opening Bal Equity	27.17
Retained Earnings	-1,969.40
Unrestricted Fund Balance	335,339.40
Net Revenue	12,859.02
Total Equity	\$ 406,256.19
TOTAL LIABILITIES AND EQUITY	\$ 475,656.00

**COMMUNITY MAIN STREET
Income Statement**

JUNE 2018

	MONTHLY BUDGET - JUNE				MONTHLY BUDGET - JULY TO JUNE				ANNUAL BUDGET			
	MONTH ACTUAL	MONTH BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% ANNUAL BUDGET USED
Revenue												
Board Income	0.00	0.00	0.00	0.00%	1,738.00	1,944.00	-206.00	89.40%	1,738.00	1,944.00	-206.00	89.40%
City Funding	0.00	0.00	0.00	0.00%	13,000.00	13,000.00	0.00	100.00%	13,000.00	13,000.00	0.00	100.00%
Equipment Rental Income - MUM	0.00	0.00	0.00	0.00%	0.00	2,250.00	-2,250.00	0.00%	0.00	2,250.00	-2,250.00	0.00%
Event Income	10,390.60	0.00	10,390.60	0.00%	127,615.13	100,903.00	26,712.13	126.47%	127,615.13	100,903.00	26,712.13	126.47%
Friends Campaign	12,837.69	0.00	12,837.69	0.00%	38,086.60	0.00	38,086.60	0.00%	38,086.60	0.00	38,086.60	0.00%
Grant & other Income	375.36	1,000.00	-624.64	37.54%	225,389.84	78,500.00	146,889.84	287.12%	225,389.84	78,500.00	146,889.84	287.12%
SSMID	9,959.54	0.00	9,959.54	0.00%	170,418.84	170,000.00	418.84	100.25%	170,418.84	170,000.00	418.84	100.25%
Total Revenue	\$ 33,563.19	\$ 1,000.00	\$ 32,563.19	3356.32%	\$ 576,248.41	\$ 366,597.00	\$ 209,651.41	157.19%	\$ 576,248.41	\$ 366,597.00	\$ 209,651.41	157.19%
Gross Profit	\$ 33,563.19	\$ 1,000.00	\$ 32,563.19	3356.32%	\$ 576,248.41	\$ 366,597.00	\$ 209,651.41	157.19%	\$ 576,248.41	\$ 366,597.00	\$ 209,651.41	157.19%
Expenditures												
Bank Service Charges	0.00	0.00	0.00	0.00%	34.66	0.00	34.66	0.00%	34.66	0.00	34.66	0.00%
Board Lunch Expense	0.00	162.00	-162.00	0.00%	1,439.30	1,944.00	-504.70	74.04%	1,439.30	1,944.00	-504.70	74.04%
Committee Expense	3,826.12	4,000.00	-173.88	95.65%	24,709.92	23,900.00	809.92	103.39%	24,709.92	23,900.00	809.92	103.39%
Depreciation Expense	0.00	450.00	-450.00	0.00%	4,500.00	5,400.00	-900.00	83.33%	4,500.00	5,400.00	-900.00	83.33%
Dues and Subscriptions	0.00	100.00	-100.00	0.00%	1,918.59	3,000.00	-1,081.41	63.95%	1,918.59	3,000.00	-1,081.41	63.95%
Equipment Rental Expense - MUM	0.00	0.00	0.00	0.00%	0.00	250.00	-250.00	0.00%	0.00	250.00	-250.00	0.00%
Event Expense	6,061.45	3,940.00	2,121.45	153.84%	89,538.73	74,385.00	15,153.73	120.37%	89,538.73	74,385.00	15,153.73	120.37%
Grant Expense	0.00	0.00	0.00	0.00%	75,000.00	75,000.00	0.00	100.00%	75,000.00	75,000.00	0.00	100.00%
Insurance	4,942.00	5,000.00	-58.00	98.84%	4,977.00	5,000.00	-23.00	99.54%	4,977.00	5,000.00	-23.00	99.54%
Miscellaneous	436.38	140.00	296.38	311.70%	1,906.97	1,940.00	-33.03	98.30%	1,906.97	1,940.00	-33.03	98.30%
Moving Expenses	76,665.64	0.00	76,665.64	0.00%	107,737.58	0.00	107,737.58	0.00%	107,737.58	0.00	107,737.58	0.00%
Office Supplies	821.19	700.00	121.19	117.31%	6,317.55	8,400.00	-2,082.45	75.21%	6,317.55	8,400.00	-2,082.45	75.21%
Payroll Expenses	18,393.60	10,517.00	7,876.60	174.89%	137,568.72	132,272.00	5,296.72	104.00%	137,568.72	132,272.00	5,296.72	104.00%
Postage and Delivery	205.08	100.00	105.08	205.08%	2,064.31	5,200.00	-3,135.69	39.70%	2,064.31	5,200.00	-3,135.69	39.70%
Professional Fees	4,800.00	0.00	4,800.00	0.00%	9,830.00	8,500.00	1,330.00	115.65%	9,830.00	8,500.00	1,330.00	115.65%
Rent	0.00	583.33	-583.33	0.00%	6,416.63	6,999.96	-583.33	91.67%	6,416.63	6,999.96	-583.33	91.67%
Repairs	0.00	0.00	0.00	0.00%	658.04	1,500.00	-841.96	43.87%	658.04	1,500.00	-841.96	43.87%
Telephone	166.61	220.00	-53.39	75.73%	2,188.98	2,640.00	-451.02	82.92%	2,188.98	2,640.00	-451.02	82.92%
Travel & Training	31.72	500.00	-468.28	6.34%	4,633.79	4,000.00	633.79	115.84%	4,633.79	4,000.00	633.79	115.84%
Utilities	436.66	480.00	-43.34	90.97%	6,012.58	6,300.00	-287.42	95.44%	6,012.58	6,300.00	-287.42	95.44%
Total Expenditures	\$ 116,786.45	\$ 26,892.33	\$ 89,894.12	434.27%	\$ 487,453.35	\$ 366,630.96	\$ 120,822.39	132.95%	\$ 487,453.35	\$ 366,630.96	\$ 120,822.39	132.95%
Net Operating Revenue	-\$ 83,223.26	-\$ 25,892.33	-\$ 57,330.93	321.42%	\$ 88,795.06	-\$ 33.96	\$ 88,829.02	-261469.55%	\$ 88,795.06	-\$ 33.96	\$ 88,829.02	-261469.55%
Other Revenue												
Other Income	0.00	0.00	0.00	0.00%	9,301.06	0.00	9,301.06	0.00%	9,301.06	0.00	9,301.06	0.00%
Total Other Revenue	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 9,301.06	\$ 0.00	\$ 9,301.06	0.00%	\$ 9,301.06	\$ 0.00	\$ 9,301.06	0.00%
Other Expenditures												
Other Expenses	79,187.39	0.00	79,187.39		247,647.75	0.00	247,647.75	0.00%	247,647.75	0.00	247,647.75	0.00%
Total Other Expenditures	\$ 79,187.39	\$ 0.00	\$ 79,187.39	0.00%	\$ 247,647.75	\$ 0.00	\$ 247,647.75	0.00%	\$ 247,647.75	\$ 0.00	\$ 247,647.75	0.00%
Net Other Revenue	-\$ 79,187.39	\$ 0.00	-\$ 79,187.39	0.00%	-\$ 238,346.69	\$ 0.00	-\$ 238,346.69	0.00%	-\$ 238,346.69	\$ 0.00	-\$ 238,346.69	0.00%
Net Revenue	-\$ 162,410.65	-\$ 25,892.33	-\$ 136,518.32	627.25%	-\$ 149,551.63	-\$ 33.96	-\$ 149,517.67	440375.82%	-\$ 149,551.63	-\$ 33.96	-\$ 149,517.67	440375.82%

Item F.1.e.

Community Main Street Inc
Statement of Financial Position
As of June 30, 2018

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
CMS Capital Improvement Fund	14,186.75
CMS Main Checking #13920	27,175.55
CMS Money Market #7004070	95,193.63
Collins Community CU Savings	114.28
Facebook Donations #700476	0.00
Paypal	0.00
Petty Cash	50.00
Total Bank Accounts	\$ 136,720.21
Accounts Receivable	
Accounts Receivable	11,230.43
Total Accounts Receivable	\$ 11,230.43
Other Current Assets	
Payroll Corrections	81.05
Total Other Current Assets	\$ 81.05
Total Current Assets	\$ 148,031.69
Fixed Assets	
310 E 4th Street (CMS Office)	144,950.00
Equipment	78,682.25
Equipment Accum. Depreciation	-76,190.00
Total Fixed Assets	\$ 147,442.25
Other Assets	
Investment in SSMU	850,000.00
Investment in SSMU-Contra	-827,280.00
Prepaid Rent	0.40
Total Other Assets	\$ 22,720.40
TOTAL ASSETS	\$ 318,194.34
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Gift Certificates	72,043.75
Iowa Department of Revenue Payable	15.43
Payroll Liabilities	2,371.98
Sales Tax Payable	-82.36
Total Other Current Liabilities	\$ 74,348.80
Total Current Liabilities	\$ 74,348.80
Total Liabilities	\$ 74,348.80
Equity	
Board Designated Reserve Fund	60,000.00
Opening Bal Equity	27.17
Retained Earnings	-1,969.40
Unrestricted Fund Balance	335,339.40
Net Revenue	-149,551.63
Total Equity	\$ 243,845.54
TOTAL LIABILITIES AND EQUITY	\$ 318,194.34

Community Main Street Inc
Statement of Activity
 July 2018

	Total
Revenue	
Board Income	1,728.00
Event Income	8,990.03
Friends Campaign	1,496.87
Grant & other Income	160.04
Total Revenue	\$ 12,374.94
Gross Profit	\$ 12,374.94
Expenditures	
Board Lunch Expense	205.69
Depreciation Expense	206.00
Committee Expense	804.67
Dues and Subscriptions	330.00
Event Expense	1,908.36
Miscellaneous	251.59
Moving Expenses	938.44
Office Supplies	286.66
Payroll Expenses	10,527.11
Postage and Delivery	150.00
Professional Fees	300.00
Repairs	83.62
Telephone	286.55
Utilities	178.00
Total Expenditures	\$ 16,456.69
Net Operating Revenue	-\$ 4,081.75
Other Expenditures	
Other Expenses	1,546.87
Total Other Expenditures	\$ 1,546.87
Net Other Revenue	-\$ 1,546.87
Net Revenue	-\$ 5,628.62

Item F.1.e.

Community Main Street Inc
Statement of Financial Position
As of July 31, 2018

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
CMS Capital Improvement Fund	14,190.36
CMS Main Checking #13920	15,427.01
CMS Money Market #7004070	95,229.99
Collins Community CU Savings	115.18
Facebook Donations #700476	0.00
Paypal	0.00
Petty Cash	50.00
Total Bank Accounts	\$ 125,012.54
Accounts Receivable	
Accounts Receivable	10,770.18
Total Accounts Receivable	\$ 10,770.18
Other Current Assets	
Total Other Current Assets	\$ 0.00
Total Current Assets	\$ 135,782.72
Fixed Assets	
310 E 4th Street (CMS Office)	252,687.58
Equipment	60,188.50
Equipment Accum. Depreciation	-56,068.00
Total Fixed Assets	\$ 256,808.08
Other Assets	
Investment in SSMU	850,000.00
Investment in SSMU-Contra	-827,280.00
Prepaid Rent	0.00
Total Other Assets	\$ 22,720.00
TOTAL ASSETS	\$ 415,310.80
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Gift Certificates	63,762.75
Iowa Department of Revenue Payable	0.00
Loan - First National Bank	0.00
Payroll Liabilities	2,617.10
Sales Tax Payable	0.00
Total Other Current Liabilities	\$ 66,379.85
Total Current Liabilities	\$ 66,379.85
Total Liabilities	\$ 66,379.85
Equity	
Board Designated Reserve Fund	60,000.00
Opening Bal Equity	0.00
Retained Earnings	-40,779.83
Unrestricted Fund Balance	335,339.40
Net Revenue	-5,628.62
Total Equity	\$ 348,930.95
TOTAL LIABILITIES AND EQUITY	\$ 415,310.80

**COMMUNITY MAIN STREET
Income Statement**

AUGUST 2018

**AUGUST
MONTH ACTUAL**

**JULY TO AUGUST
YEAR TO DATE ACTUAL**

	AUGUST MONTH ACTUAL	JULY TO AUGUST YEAR TO DATE ACTUAL
Revenue		
Board Income	0.00	1,728.00
Event Income	19,324.75	27,314.78
Friends Campaign	50.00	1,546.87
Grant & other Income	65.33	225.37
Total Revenue	\$ 19,440.08	\$ 30,815.02
Gross Profit	\$ 19,440.08	\$ 30,815.02
Expenditures		
Board Lunch Expense	228.43	434.12
Committee Expense	1,091.32	1,895.99
Depreciation Expense	0.00	206.00
Dues and Subscriptions	0.00	330.00
Event Expense	16,537.61	18,445.97
Insurance	166.00	166.00
Miscellaneous	90.10	91.69
Moving Expenses	4,732.86	5,671.30
Office Supplies	195.57	482.23
Payroll Expenses	10,697.00	21,224.11
Postage and Delivery	122.50	272.50
Professional Fees	5,104.00	5,404.00
Repairs	0.00	83.62
Telephone	206.55	493.10
Travel & Training	227.58	227.58
Utilities	477.66	655.66
Total Expenditures	\$ 39,877.18	\$ 56,083.87
Net Operating Revenue	-\$ 20,437.10	-\$ 25,268.85
Other Revenue		
Gain/Loss on Assets	\$ 24,500.00	24,500.00
Total Other Revenue	\$ 24,500.00	\$ 24,500.00
Other Expenditures		
Other Expenses	105.00	1,651.87
Total Other Expenditures	\$ 105.00	\$ 1,657.87
Net Other Revenue	\$ 24,395.00	\$ 22,848.13
Net Revenue	\$ 3,957.90	-\$ 2,420.72

Item F.1.e.

Community Main Street Inc
Statement of Financial Position
As of August 31, 2018

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
CMS Capital Improvement Fund	14,193.98
CMS Main Checking #13920	20,717.69
CMS Money Market #7004070	75,260.70
Collins Community CU Savings	115.18
Facebook Donations #700476	0.00
Paypal	0.00
Petty Cash	50.00
Total Bank Accounts	\$ 110,337.55
Accounts Receivable	
Accounts Receivable	6,714.18
Total Accounts Receivable	\$ 6,714.18
Other Current Assets	
Total Other Current Assets	\$ 0.00
Total Current Assets	\$ 117,051.73
Fixed Assets	
310 E 4th Street (CMS Office)	362,302.33
310 E 4th Street Land	47,232.00
Equipment	60,188.50
Equipment Accum. Depreciation	-56,068.00
Total Fixed Assets	\$ 413,654.83
Other Assets	
Investment in SSMU	0.00
Investment in SSMU-Contra	0.00
Prepaid Rent	0.00
Total Other Assets	\$ 0.00
TOTAL ASSETS	\$ 530,706.56
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Gift Certificates	63,557.75
Iowa Department of Revenue Payable	0.00
Loan - First National Bank CPLTD	112,233.75
Payroll Liabilities	3,026.21
Sales Tax Payable	0.00
Total Other Current Liabilities	\$ 178,817.71
Total Current Liabilities	\$ 178,817.71
Total Liabilities	\$ 178,817.71
Equity	
Board Designated Reserve Fund	0.00
Opening Bal Equity	0.00
Retained Earnings	354,309.57
Unrestricted Fund Balance	0.00
Net Revenue	-2,420.72
Total Equity	\$ 351,888.85
TOTAL LIABILITIES AND EQUITY	\$ 530,706.56

**COMMUNITY MAIN STREET
Income Statement**

SEPTEMBER 2018

	SEPTEMBER MONTH ACTUAL		JULY TO SEPTEMBER YEAR TO DATE ACTUAL
Revenue			
Board Income	0.00		1,728.00
Event Income	6,709.15		37,873.93
Friends Campaign	0.00		1,546.87
Grant & other Income	45.20		270.57
Total Revenue	\$ 6,754.35	\$	41,419.37
Gross Profit	\$ 6,754.35	\$	41,419.37
Expenditures			
Board Lunch Expense	116.46		550.58
Committee Expense	438.09		2,334.08
Depreciation Expense	206.00		618.00
Dues and Subscriptions	0.00		330.00
Event Expense	2,948.99		21,394.96
Insurance	0.00		166.00
Miscellaneous	587.09		678.78
Moving Expenses	0.00		5,671.30
Office Supplies	592.78		1,150.01
Payroll Expenses	10,810.01		32,034.12
Postage and Delivery	22.25		294.75
Professional Fees	1,230.50		6,634.50
Repairs	0.00		83.62
Telephone	166.55		659.65
Travel & Training	0.00		227.58
Utilities	477.66		1,133.32
Total Expenditures	\$ 17,596.38	\$	73,961.25
Net Operating Revenue	-\$ 10,842.03	-\$	32,541.88
Other Revenue			
Gain/Loss on Assets	\$ 0.00		24,500.00
Total Other Revenue	\$ 0.00	\$	24,500.00
Other Expenditures			
Interest Expense	197.92		197.92
Other Expenses	0.00		1,651.87
Total Other Expenditures	-\$ 197.92	\$	1,849.79
Net Other Revenue	-\$ 197.92	\$	22,650.21
Net Revenue	-\$ 11,039.95	-\$	9,891.67

Item F.1.e.

Community Main Street Inc
Statement of Financial Position
As of September 30, 2018

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
CMS Capital Improvement Fund	14,197.47
CMS Main Checking #13920	6,646.98
CMS Money Market #7004070	75,288.51
Collins Community CU Savings	115.18
Facebook Donations #700476	0.00
Paypal	0.00
Petty Cash	50.00
Total Bank Accounts	\$ 96,298.14
Accounts Receivable	
Accounts Receivable	3,623.52
Total Accounts Receivable	\$ 3,623.52
Other Current Assets	
Total Other Current Assets	\$ 0.00
Total Current Assets	\$ 99,921.66
Fixed Assets	
310 E 4th Street (CMS Office)	366,652.33
310 E 4th Street Land	47,232.00
Equipment	61,088.50
Equipment Accum. Depreciation	-56,480.00
Total Fixed Assets	\$ 418,492.83
Other Assets	
Investment in SSMU	0.00
Investment in SSMU-Contra	0.00
Prepaid Rent	0.00
Total Other Assets	\$ 0.00
TOTAL ASSETS	\$ 518,414.49
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Gift Certificates	60,552.75
Iowa Department of Revenue Payable	0.00
Loan - First National Bank CPLTD	116,583.75
Payroll Liabilities	3,426.75
Sales Tax Payable	0.00
Total Other Current Liabilities	\$ 180,563.25
Total Current Liabilities	\$ 180,563.25
Total Liabilities	\$ 180,563.25
Equity	
Board Designated Reserve Fund	0.00
Opening Bal Equity	0.00
Retained Earnings	347,642.91
Unrestricted Fund Balance	0.00
Net Revenue	-9,791.67
Total Equity	\$ 337,851.24
TOTAL LIABILITIES AND EQUITY	\$ 518,414.49

**CEDAR FALLS COMMUNITY MAIN STREET
“ONE-SHEET”
April 30, 2018**

BOARD OF DIRECTORS	BUSINESS IMPROVEMENT COMMITTEE	DESIGN COMMITTEE	ORGANIZATION & DEVELOPMENT COMMITTEE	PROMOTIONS COMMITTEE	RETAIL/NIGHTLIFE PROMOTIONS
<p>Focus:</p> <ul style="list-style-type: none"> • Volunteer engagement descriptions • Establish formal staff review process • Levee support and communication (ongoing) • Monitor Whitewater park progress (CIP FY?) • Review Overlay ordinance changes • Parking <ul style="list-style-type: none"> ○ Review meter policy ○ Employee strategy <p>Done:</p> <ul style="list-style-type: none"> • Budget • Finalize updated design guidelines including new construction info. • October bi-annual report • City funding grant request • Levee communication (city meeting invite) • MSI annual checklist • Prioritize parking action items • Strategic Plan review • Develop and launch capital campaign for streetscape improvements (with Org & Development) • April bi-annual report 	<p>Focus:</p> <ul style="list-style-type: none"> • New business visits • Create strategy for business development on side streets • Open 4 Business 2018 (local business selected) • Lemonade Day • Parking <ul style="list-style-type: none"> ○ Drop off zones ○ Fees ○ Day pass purchase option downtown <p>Done:</p> <ul style="list-style-type: none"> • New business visits (x13) • Challenge Grant submission FY18 • Personal visits by category (industry trends, current CF climate) • MSI annual checklist • Expert workshop series (Customer Service by tourism; Beyond the Storefront with Millrace) • Challenge Grant FY17 (monitor progress) 	<p>Focus:</p> <ul style="list-style-type: none"> • Façade review • Banner (1 new set) • Summer beautification (flowers) • Feature building in Facebook post 1x per month • Distribute Historic District info to property owners • Parking <ul style="list-style-type: none"> ○ Handicap locations ○ Sign plan (with city) <p>Done:</p> <ul style="list-style-type: none"> • Façade review (x11) • Add new construction section to design guidelines • One Bag Challenge (x1 Fall Clean Up) • MSI annual checklist • Holiday decorating • Challenge Grant • Post updated design guidelines • Training session on design guidelines • Clean up (Spring x1) 	<p>Focus:</p> <ul style="list-style-type: none"> • Annual meeting <p>Done:</p> <ul style="list-style-type: none"> • Historic Fire tour fundraiser (Hot Time in Old Town) • MSI annual checklist • Partner thank you • Main Street Iowa award nominations • Develop and launch capital campaign for streetscape improvements (with board) • Flower fundraiser (Hops by Promo) • Volunteer recognition party 	<p>Focus:</p> <ul style="list-style-type: none"> • Newsletter (2) • Calendar of Event mailing (x1) • Show & Shine • Movies Under the Moon (FY18) • Mobile App <ul style="list-style-type: none"> ○ Positive, consistent message <p>Done:</p> <ul style="list-style-type: none"> • Newsletter (x9) • Complete branding project • FondoFest • ARTapalooza • New brochure • Calendar of Event mailing (x1) • MSI annual checklist • Launch District Brand • Holiday Hoopla <ul style="list-style-type: none"> ○ Kick off ○ Small Bus. Sat. ○ # Elfie • Holiday Hoopla <ul style="list-style-type: none"> ○ Breakfast with Santa ○ Jingle & Mingle ○ Hoopla Cheer ○ Snow Shuffle ○ Baby It's Cold – ice ○ Movie Magic ○ Coloring Contest ○ Window Contest ○ Trolley Rides ○ Letters to Santa • Hops 	<p>Focus:</p> <ul style="list-style-type: none"> • Spring Girls' Night Out <p>Done:</p> <ul style="list-style-type: none"> • Sidewalk Sale • Panther Prowl • Fall Girls' Night Out • Restaurant Week • Funtober <ul style="list-style-type: none"> ○ Pink Ribbon Run ○ Fall Family Fun Day ○ Witches walk ○ Trick or Treat • MSI annual checklist • Holiday Shop Hop • Small Business Saturday • Downtown Delights • Aloha Cedar Falls • Spring Shop Hop

**CEDAR FALLS COMMUNITY MAIN STREET
“ONE-SHEET”
May 31, 2018**

BOARD OF DIRECTORS	BUSINESS IMPROVEMENT COMMITTEE	DESIGN COMMITTEE	ORGANIZATION & DEVELOPMENT COMMITTEE	PROMOTIONS COMMITTEE	RETAIL/NIGHTLIFE PROMOTIONS
<p>Focus:</p> <ul style="list-style-type: none"> • Volunteer engagement descriptions • Establish formal staff review process • Levee support and communication (ongoing) • Monitor Whitewater park progress (CIP FY?) • Review Overlay ordinance changes • Parking <ul style="list-style-type: none"> ○ Review meter policy ○ Employee strategy <p>Done:</p> <ul style="list-style-type: none"> • Budget • Finalize updated design guidelines including new construction info. • October bi-annual report • City funding grant request • Levee communication (city meeting invite) • MSI annual checklist • Prioritize parking action items • Strategic Plan review • Develop and launch capital campaign for streetscape improvements (with Org & Development) • April bi-annual report 	<p>Focus:</p> <ul style="list-style-type: none"> • New business visits • Create strategy for business development on side streets • Lemonade Day • Parking <ul style="list-style-type: none"> ○ Drop off zones ○ Fees ○ Day pass purchase option downtown <p>Done:</p> <ul style="list-style-type: none"> • New business visits (x14) • Challenge Grant submission FY18 • Personal visits by category (industry trends, current CF climate) • MSI annual checklist • Expert workshop series (Customer Service by tourism; Beyond the Storefront with Millrace) • Challenge Grant FY17 (monitor progress) • Open 4 Business 2018 (local business selected) 	<p>Focus:</p> <ul style="list-style-type: none"> • Façade review • Banner (1 new set) • Distribute Historic District info to property owners • Parking <ul style="list-style-type: none"> ○ Handicap locations ○ Sign plan (with city) <p>Done:</p> <ul style="list-style-type: none"> • Façade review (x13) • Add new construction section to design guidelines • One Bag Challenge (x1 Fall Clean Up) • MSI annual checklist • Holiday decorating • Challenge Grant • Post updated design guidelines • Training session on design guidelines • Clean up (Spring x1) • Summer beautification (flowers) • Feature building in Facebook post 1x per week (preservation month) 	<p>Focus:</p> <p>Done:</p> <ul style="list-style-type: none"> • Historic Fire tour fundraiser (Hot Time in Old Town) • MSI annual checklist • Partner thank you • Main Street Iowa award nominations • Develop and launch capital campaign for streetscape improvements (with board) • Flower fundraiser (Hops by Promo) • Volunteer recognition party • Annual meeting 	<p>Focus:</p> <ul style="list-style-type: none"> • Newsletter (1) • Movies Under the Moon (FY18) • Mobile App • Parking <ul style="list-style-type: none"> ○ Positive, consistent message <p>Done:</p> <ul style="list-style-type: none"> • Newsletter (x10) • Complete branding project • FondoFest • ARTapalooza • New brochure • Calendar of Event mailing (x2) • MSI annual checklist • Launch District Brand • Holiday Hoopla <ul style="list-style-type: none"> ○ Kick off ○ Small Bus. Sat. ○ # Elfie • Holiday Hoopla <ul style="list-style-type: none"> ○ Breakfast with Santa ○ Jingle & Mingle ○ Hoopla Cheer ○ Snow Shuffle ○ Baby It's Cold – ice ○ Movie Magic ○ Coloring Contest ○ Window Contest ○ Trolley Rides ○ Letters to Santa • Hops • Show & Shine 	<p>Focus:</p> <p>Done:</p> <ul style="list-style-type: none"> • Sidewalk Sale • Panther Prowl • Fall Girls' Night Out • Restaurant Week • Funtober <ul style="list-style-type: none"> ○ Pink Ribbon Run ○ Fall Family Fun Day ○ Witches walk ○ Trick or Treat • MSI annual checklist • Holiday Shop Hop • Small Business Saturday • Downtown Delights • Aloha Cedar Falls • Spring Shop Hop • Spring Girls' Night Out

**CEDAR FALLS COMMUNITY MAIN STREET
“ONE-SHEET”
June 30, 2018**

BOARD OF DIRECTORS	BUSINESS IMPROVEMENT COMMITTEE	DESIGN COMMITTEE	ORGANIZATION & DEVELOPMENT COMMITTEE	PROMOTIONS COMMITTEE	RETAIL/NIGHTLIFE PROMOTIONS
<p>Focus:</p> <ul style="list-style-type: none"> • Volunteer engagement descriptions • Levee support and communication (ongoing) • Parking <ul style="list-style-type: none"> ○ Review meter policy ○ Employee strategy <p>Done:</p> <ul style="list-style-type: none"> • Budget • Finalize updated design guidelines including new construction info. • October bi-annual report • City funding grant request • Levee communication (city meeting invite) • MSI annual checklist • Prioritize parking action items • Strategic Plan review • Develop and launch capital campaign for streetscape improvements (with Org & Development) • Review Overlay ordinance changes • April bi-annual report • Establish formal staff review process • Monitor Whitewater park progress (CIP FY?) 	<p>Focus:</p> <ul style="list-style-type: none"> • Parking <ul style="list-style-type: none"> ○ Drop off zones ○ Fees ○ Day pass purchase option downtown <p>Done:</p> <ul style="list-style-type: none"> • New business visits (x14) • Challenge Grant submission FY18 • Personal visits by category (industry trends, current CF climate) • MSI annual checklist • Expert workshop series (Customer Service by tourism; Beyond the Storefront with Millrace) • Challenge Grant FY17 (monitor progress) • Open 4 Business 2018 (local business selected) • Lemonade Day • Create strategy for business development on side streets (streetscape plan underway) 	<p>Focus:</p> <ul style="list-style-type: none"> • Banner (1 new set) • Distribute Historic District info to property owners • Parking <ul style="list-style-type: none"> ○ Handicap locations ○ Sign plan (with city) <p>Done:</p> <ul style="list-style-type: none"> • Façade review (x13) • Add new construction section to design guidelines • One Bag Challenge (x1 Fall Clean Up) • MSI annual checklist • Holiday decorating • Challenge Grant • Post updated design guidelines • Training session on design guidelines • Clean up (Spring x1) • Summer beautification (flowers) • Feature building in Facebook post 1x per week (preservation month) 	<p>Focus:</p> <p>Done:</p> <ul style="list-style-type: none"> • Historic Fire tour fundraiser (Hot Time in Old Town) • MSI annual checklist • Partner thank you • Main Street Iowa award nominations • Develop and launch capital campaign for streetscape improvements (with board) • Flower fundraiser (Hops by Promo) • Volunteer recognition party • Annual meeting 	<p>Focus:</p> <ul style="list-style-type: none"> • Mobile App • Parking <ul style="list-style-type: none"> ○ Positive, consistent message <p>Done:</p> <ul style="list-style-type: none"> • Newsletter (x11) • Complete branding project • FondoFest • ARTapalooza • New brochure • Calendar of Event mailing (x2) • MSI annual checklist • Launch District Brand • Holiday Hoopla <ul style="list-style-type: none"> ○ Kick off ○ Small Bus. Sat. ○ # Effe • Holiday Hoopla <ul style="list-style-type: none"> ○ Breakfast with Santa ○ Jingle & Mingle ○ Hoopla Cheer ○ Snow Shuffle ○ Baby It's Cold – ice ○ Movie Magic ○ Coloring Contest ○ Window Contest ○ Trolley Rides ○ Letters to Santa • Hops • Show & Shine • Movies Under the Moon (FY18) 	<p>Focus:</p> <p>Done:</p> <ul style="list-style-type: none"> • Sidewalk Sale • Panther Prowl • Fall Girls' Night Out • Restaurant Week • Funtober <ul style="list-style-type: none"> ○ Pink Ribbon Run ○ Fall Family Fun Day ○ Witches walk ○ Trick or Treat • MSI annual checklist • Holiday Shop Hop • Small Business Saturday • Downtown Delights • Aloha Cedar Falls • Spring Shop Hop • Spring Girls' Night Out

Item F.1.e.

STRATEGIC GOALS ONE-SHEET - CEDAR FALLS COMMUNITY MAIN STREET July 2018

<i>Collaborative effort with business owners, property owners, & city to achieve goals</i>	DISTRICT AESTHETIC <i>Positive look and feel of the district</i>	BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i>	CONVENIENCE <i>District accessibility, functional side of district aesthetics</i>	PARKING <i>Positive impact on the parking experience downtown</i>	ANNUAL TASKS <i>Ongoing operational activities</i>
BOARD OF DIRECTORS	<ul style="list-style-type: none"> • Finish capital campaign for streetscape improvements (with Org & Development) • Shepherd Overlay Ordinance changes updates through city approval process (with Design) • Complete district 1st Impressions checklist 	<ul style="list-style-type: none"> • Advocate for façade grant program revival • Host Mallorie Rasberry “Downtown Comeback” presentation 			<ul style="list-style-type: none"> • MSI annual checklist • Budget • October bi-annual report • City funding grant request • Oversee stakeholder collaboration • April bi-annual report • Staff review
ECONOMIC DEVELOPMENT	<ul style="list-style-type: none"> • Challenge Grant submission FY19 	<ul style="list-style-type: none"> • New business visits (x#) • Open 4 Business 2019 (local business selected) • Expert workshop series 	<ul style="list-style-type: none"> • Drop off zones (parking) 	<ul style="list-style-type: none"> • Fees • Day pass purchase option downtown 	<ul style="list-style-type: none"> • MSI annual checklist • Track/collect business stats • Update business welcome packet
DESIGN	<ul style="list-style-type: none"> • Façade review • Fall clean up day/Plogging • Spring clean up day • Banner (1 new set) • Holiday decorating • Summer beautification (flowers) 	<ul style="list-style-type: none"> • Shepherd Overlay Ordinance update through city approval process (with Board) • Overlay awareness brochure 	<ul style="list-style-type: none"> • Sign plan (with city) 	<ul style="list-style-type: none"> • Handicap locations (parking) • Parking lot cleanliness & maintenance 	<ul style="list-style-type: none"> • MSI annual checklist
ORGANIZATION & DEVELOPMENT	<ul style="list-style-type: none"> • Finish capital campaign for streetscape improvements (with Board) • Flower fundraiser (Hops by Promo) 	<ul style="list-style-type: none"> • Partner thank you • Volunteer recognition party • Main Street Iowa award nominations • Upstairs Downtown 			<ul style="list-style-type: none"> • MSI annual checklist • Friends campaign • Annual meeting • Update “About CMS” packet
PROMOTIONS	<ul style="list-style-type: none"> • Hops (Flower fundraiser) 	<ul style="list-style-type: none"> • Calendar of Event mailing (x2) • ARTapalooza • FondoFest • Show & Shine • Movies Under the Moon (FY19) • Holiday Hoopla <ul style="list-style-type: none"> ○ Kick off ○ Small Bus. Sat. ○ # Elfie ○ Breakfast with Santa ○ Jingle & Mingle ○ Hoopla Cheer ○ Snow Shuffle replacement ○ Baby It’s Cold – ice ○ Movie Magic ○ Coloring Contest ○ Window Contest ○ Trolley Rides ○ Letters to Santa 		<ul style="list-style-type: none"> • Positive, consistent message 	<ul style="list-style-type: none"> • MSI annual checklist • Newsletter (x11)

**STRATEGIC GOALS ONE-SHEET - CEDAR FALLS COMMUNITY MAIN STREET
July 2018**

Collaborative effort with business owners, property owners, & city to achieve goals	DISTRICT AESTHETIC <i>Positive look and feel of the district</i>	BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i>	CONVENIENCE <i>District accessibility, functional side of district aesthetics</i>	PARKING <i>Positive impact on the parking experience downtown</i>	ANNUAL TASKS <i>Ongoing operational activities</i>
PROMOTIONS: Retail & Nightlife	Funtober decorating	<ul style="list-style-type: none"> • Sidewalk Sales • Restaurant Week • Panther PAWty • Funtober <ul style="list-style-type: none"> ○ Fall Family Fun Day ○ Witches Walk ○ Trick or Treating ○ Costume Contest (bar event) • Fall Girls Night Out • Holiday Shop Hop • Small Business Saturday • Downtown Delights • Spring Shop Hop • Spring Girls Night Out • St. Patrick's Day event (new) 	<ul style="list-style-type: none"> • Business hours • Activate Sidewalks <ul style="list-style-type: none"> ○ Piano ○ Games ○ Music ○ Street squad 		<ul style="list-style-type: none"> • Cooperative advertising opportunities (TV, coupons, etc)

Item F.1.e.

STRATEGIC GOALS ONE-SHEET - CEDAR FALLS COMMUNITY MAIN STREET August 2018

<i>Collaborative effort with business owners, property owners, & city to achieve goals</i>	DISTRICT AESTHETIC <i>Positive look and feel of the district</i>	BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i>	CONVENIENCE <i>District accessibility, functional side of district aesthetics</i>	PARKING <i>Positive impact on the parking experience downtown</i>	ANNUAL TASKS <i>Ongoing operational activities</i>
BOARD OF DIRECTORS	<ul style="list-style-type: none"> Finish capital campaign for streetscape improvements (with Org & Development) Shepherd Overlay Ordinance changes updates through city approval process (with Design) Complete district 1st Impressions checklist 	<ul style="list-style-type: none"> Advocate for façade grant program revival Host Mallorie Rasberry “Downtown Comeback” presentation (with ED) 			<ul style="list-style-type: none"> MSI annual checklist Budget October bi-annual report City funding grant request Oversee stakeholder collaboration April bi-annual report Staff review
ECONOMIC DEVELOPMENT	<ul style="list-style-type: none"> Challenge Grant submission FY19 	<ul style="list-style-type: none"> New business visits (x2) ✓ Open 4 Business 2019 (local business did not advance) Expert workshop series (Mallorie Rasberry – Sept. 27) 	<ul style="list-style-type: none"> Drop off zones (parking) 	<ul style="list-style-type: none"> Fees Day pass purchase option downtown 	<ul style="list-style-type: none"> MSI annual checklist Track/collect business stats Update business welcome packet
DESIGN	<ul style="list-style-type: none"> Façade review Fall clean up day/Plogging Spring clean up day Banner (1 new set) Holiday decorating Summer beautification (flowers) 	<ul style="list-style-type: none"> Shepherd Overlay Ordinance update through city approval process (with Board) Overlay awareness brochure 	<ul style="list-style-type: none"> Sign plan (with city) 	<ul style="list-style-type: none"> Handicap locations (parking) Parking lot cleanliness & maintenance 	<ul style="list-style-type: none"> MSI annual checklist
ORGANIZATION & DEVELOPMENT	<ul style="list-style-type: none"> Finish capital campaign for streetscape improvements (with Board) Flower fundraiser (Hops by Promo) 	<ul style="list-style-type: none"> Partner thank you Volunteer recognition party Main Street Iowa award nominations Upstairs Downtown 			<ul style="list-style-type: none"> MSI annual checklist Friends campaign Annual meeting Update “About CMS” packet
PROMOTIONS	<ul style="list-style-type: none"> Hops (Flower fundraiser) 	<ul style="list-style-type: none"> Calendar of Event mailing (x2) ARTapalooza ✓ FondoFest Show & Shine Movies Under the Moon (FY19) Holiday Hoopla <ul style="list-style-type: none"> Kick off Small Bus. Sat. # Elfie Breakfast with Santa Jingle & Mingle Hoopla Cheer Snow Shuffle replacement Baby It’s Cold – ice Movie Magic Coloring Contest Window Contest Trolley Rides Letters to Santa 		<ul style="list-style-type: none"> Positive, consistent message 	<ul style="list-style-type: none"> MSI annual checklist Newsletter (x2)

**STRATEGIC GOALS ONE-SHEET - CEDAR FALLS COMMUNITY MAIN STREET
August 2018**

Collaborative effort with business owners, property owners, & city to achieve goals	DISTRICT AESTHETIC <i>Positive look and feel of the district</i>	BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i>	CONVENIENCE <i>District accessibility, functional side of district aesthetics</i>	PARKING <i>Positive impact on the parking experience downtown</i>	ANNUAL TASKS <i>Ongoing operational activities</i>
PROMOTIONS: Retail & Nightlife	Funtober decorating	<ul style="list-style-type: none"> • ✓ Sidewalk Sales • Restaurant Week • ✓ Panther PAWty • Funtober <ul style="list-style-type: none"> ○ Fall Family Fun Day ○ Witches Walk ○ Trick or Treating ○ Costume Contest (bar event) • Fall Girls Night Out • Holiday Shop Hop • Small Business Saturday • Downtown Delights • Spring Shop Hop • Spring Girls Night Out • St. Patrick's Day event (new) 	<ul style="list-style-type: none"> • ✓ Business hours • Activate Sidewalks <ul style="list-style-type: none"> ○ Piano ○ Games ○ Music ○ Street squad 		<ul style="list-style-type: none"> • Cooperative advertising opportunities (TV, coupons, etc)

Item F.1.e.

STRATEGIC GOALS ONE-SHEET - CEDAR FALLS COMMUNITY MAIN STREET September 2018

<i>Collaborative effort with business owners, property owners, & city to achieve goals</i>	DISTRICT AESTHETIC <i>Positive look and feel of the district</i>	BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i>	CONVENIENCE <i>District accessibility, functional side of district aesthetics</i>	PARKING <i>Positive impact on the parking experience downtown</i>	ANNUAL TASKS <i>Ongoing operational activities</i>
BOARD OF DIRECTORS	<ul style="list-style-type: none"> • Finish capital campaign for streetscape improvements (with Org & Development) • ✓ Shepherd Overlay Ordinance changes updates through city approval process (with Design) • Complete district 1st Impressions checklist 	<ul style="list-style-type: none"> • Advocate for façade grant program revival • ✓ Host Mallorie Rasberry “Downtown Comeback” presentation (with ED) 			<ul style="list-style-type: none"> • MSI annual checklist • Budget • October bi-annual report • City funding grant request • Oversee stakeholder collaboration • April bi-annual report • Staff review
ECONOMIC DEVELOPMENT	<ul style="list-style-type: none"> • ✓ Challenge Grant submission FY19 	<ul style="list-style-type: none"> • New business visits (x2) • ✓ Open 4 Business 2019 (local business did not advance) • Expert workshop series ✓ (Mallorie Rasberry – Sept. 27) 	<ul style="list-style-type: none"> • ✓ Drop off zones (parking) 	<ul style="list-style-type: none"> • Fees • Day pass purchase option downtown 	<ul style="list-style-type: none"> • MSI annual checklist • Track/collect business stats • Update business welcome packet
DESIGN	<ul style="list-style-type: none"> • Façade review (x1) • Fall clean up day/Plogging • Spring clean up day • Banner (1 new set) • Holiday decorating • Summer beautification (flowers) 	<ul style="list-style-type: none"> • ✓ Shepherd Overlay Ordinance update through city approval process (with Board) • Overlay awareness brochure 	<ul style="list-style-type: none"> • Sign plan (with city) 	<ul style="list-style-type: none"> • Handicap locations (parking) • Parking lot cleanliness & maintenance 	<ul style="list-style-type: none"> • MSI annual checklist
ORGANIZATION & DEVELOPMENT	<ul style="list-style-type: none"> • Finish capital campaign for streetscape improvements (with Board) • Flower fundraiser (Hops by Promo) 	<ul style="list-style-type: none"> • Partner thank you • Volunteer recognition party • Main Street Iowa award nominations • ✓ Upstairs Downtown 			<ul style="list-style-type: none"> • MSI annual checklist • Friends campaign • Annual meeting • Update “About CMS” packet
PROMOTIONS	<ul style="list-style-type: none"> • Hops (Flower fundraiser) 	<ul style="list-style-type: none"> • Calendar of Event mailing (x2) • ✓ ARTapalooza • ✓ FondoFest • Show & Shine • Movies Under the Moon (FY19) • Holiday Hoopla <ul style="list-style-type: none"> ○ Kick off ○ Small Bus. Sat. ○ # Elfie ○ Breakfast with Santa ○ Jingle & Mingle ○ Hoopla Cheer ○ Snow Shuffle replacement ○ Baby It’s Cold – ice ○ Movie Magic ○ Coloring Contest ○ Window Contest ○ Trolley Rides ○ Letters to Santa 		<ul style="list-style-type: none"> • Positive, consistent message 	<ul style="list-style-type: none"> • MSI annual checklist • Newsletter (x3)

STRATEGIC GOALS ONE-SHEET - CEDAR FALLS COMMUNITY MAIN STREET
September 2018

Collaborative effort with business owners, property owners, & city to achieve goals	DISTRICT AESTHETIC <i>Positive look and feel of the district</i>	BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i>	CONVENIENCE <i>District accessibility, functional side of district aesthetics</i>	PARKING <i>Positive impact on the parking experience downtown</i>	ANNUAL TASKS <i>Ongoing operational activities</i>
PROMOTIONS: Retail & Nightlife	Funtober decorating	<ul style="list-style-type: none"> • ✓ Sidewalk Sales • ✓ Restaurant Week • ✓ Panther PAWty • Funtober <ul style="list-style-type: none"> ○ Fall Family Fun Day ○ Witches Walk ○ Trick or Treating ○ Costume Contest (bar event) • Fall Girls Night Out • Holiday Shop Hop • Small Business Saturday • Downtown Delights • Spring Shop Hop • Spring Girls Night Out • St. Patrick's Day event (new) 	<ul style="list-style-type: none"> • ✓ Business hours • Activate Sidewalks <ul style="list-style-type: none"> ○ ✓ Piano ○ Games ○ ✓ Music ○ Street squad 		<ul style="list-style-type: none"> • Cooperative advertising opportunities (TV, coupons, etc)



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: October 23, 2018
SUBJECT: FY19 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 FY19 filed by College Hill Partnership for their SSMID funding. After receiving the report, their first ½ payment for their SSMID funding was processed. The first 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.



15 October 2018

Mayor Brown & Members of Cedar Falls City Council
220 Clay Street
Cedar Falls, IA 50613

College Hill Partnership

2304 College Street
Po Box 974
Cedar Falls, Iowa 50613

Phone: 319-273-6882
collegehillpartnership@gmail.com
www.collegehillpartnership.org

2018-2019

Board of Directors

Kamyar Enshayan, President
Dave Deibler, Vice President
Becky Hawbaker, Secretary
Doug Johnson, Treasurer
Alex Funke
Andrea Geary
Andrew Stensland
Andy Fuchtman
Barb Schilf
Chris Martin
Chris Wernimont

RE: SSMID and Economic Development Grant

Attached please find the Biannual Report form College Hill Partnership detailing our organization's current status and progress in promoting and revitalizing the College Hill.

In this report you will find the following information:

- Accomplishments of the last 6 Months
- List of Current Board of Directors
- Financial Statements
- 2018-2019 Budget

We are thankful for the support that the City of Cedar Falls has given our organization over the year and the collaboration that we have had.

With the submission of this report, we respectfully ask for the disbursement of the SSMID funds and Economic Development Funds to the College Hill Partnership. Please notify us if there is any additional information as needed as we would be happy to provide it.

Sincerely,

Kamyar Enshayan, President
On behalf of the College
Hill Partnership Board Of
Directors

Kathryn Sogard, Executive Director
College Hill Partnership



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.
- The College Hill Partnership received approval of and Economic Development Grant.
- The objective of the Economic Development grant is to further our mission to remain a leader in revitalization and promotion of the College Hill Overlay District. Funds for the specific grant were to

supply monies to two business who had applied and been approved for Façade Grants. Funds will also supply the CHP with monies to allocate to new street banners along our business district.

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+ Economic Development Grant \$4,000.00

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 April 2018 through October 2018? Why?

- Our organization has made 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.
- We have been able to provide the façade funding to two of the businesses, which had already been approved before the federal funding was no longer available.
- The CHP has been able to supply a consistent face of the partnership through a newly promoted Executive Director, without SSMID funding the CHP would have been solely running on donated hours, as funding was cut by UNI for the long standing student coordinator position.

2. Does the outcome of this grant funding to your operation/project align with the Economic Development Fund/SSMID 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 the Shakery soon to be opened eatery Icon Donuts and Bakery.

- The College Hill Partnership is unique with its connection to not only the business district but to the University (through a Staff Liaison, and Student Board member). By funding the CHP a multifaceted organization, with a diverse demographic the City of Cedar Falls is insuring that customers are connected to businesses, and vice-versa. Through this connection businesses are able to supply the offerings that are in demand. A study supported by the CHP several years ago helped neighbors voice their support for a coffee shop on the Hill and because of this study the College Hill Business District was able to gain Sidecar Coffee, now a staple of the Hill.

- 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. This past year the College Hill Partnership has been able to maintain a part-time Executive Director. This funding has helped us further our mission, and create consistency on our board and in each of our committees. Our services fall into four key areas.

- Encouraging cooperative business strategies
- Developing awareness of the neighborhood and business district through digital media
- Including several cooperative opportunities for marketing through events and partnerships
- Improving the physical appearance of the College Hill
- Promoting the District
- Sponsoring and Fostering Cultural Events
- See specific examples in the following answer

4. Please provide a summary of activities complete from April 2018 through October 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 staff 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 beautification of the area. Their volunteers have continued to donate countless hours of time to help put the plant beds to bed for the winter season. The College Hill Partnership, BHC Co Master Gardeners, and Friends of Pettersen

Plaza have also spent almost 100 hours working on providing an aesthetically pleasing, event friendly space at the bottom of the Hill that reflects the Namesake of the Plaza, Hugh Pettersen. Without the support of the Parks and Rec Commission and the City Council we would not be on our way to finalizing a plan for the small plaza at the bottom of the Hill. We are excited to currently have our trademark purple and gold mums in for this upcoming week to celebrate UNI Homecoming. 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. Part of our Partnership with UNI NOW and Community Main Street for Welcome Week, was a trash clean-up service project opportunity for UNI Students to help clean up the Hill. Over 75 people were on the Hill for just over an hour picking up trash and recyclables. The College Hill Partnership wants to also thank the City of Cedar Falls for the lengthy discussions about trash collection in the College Hill Business District and the Downtown District. We appreciate that the City wants to care for our districts and understand funding for that care can be costly. Especially for our organization we want to thank the City Staff and City Council Members for realizing requiring our organization to take on additional expenses would require us to shift our focus away from economic development activities. The financial support and man power to care for trash, and other unexpected repairs or maintenance is greatly appreciated by the College Hill Partnership, and the entire overlay. 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.

Usage of Economic Development Fund Monies. The College Hill Partnership was awarded \$4,000 through the Economic Development Fund. \$2,000 has been allocated to façade projects that had previously been awarded to two specific store fronts in the College Hill Business District: \$1000 to 2204 College Street, and \$1000 to 2205 College Street. Each of those businesses had already made improvements to their store fronts in the form of signage and new installation of doors. We hope that the City and City Council will find a way for businesses or organizations like the CHP to apply for grant funding to help off- set costs of store front improvements. The other \$2,000 will go to a banner signage project that we are still currently working on with Signs and Designs.

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 (1,576, a 8.7% increase in the last 6 months), twitter account (1,970, a 6.5% increase in the last 6 months), and newly added Instagram account (613, a 55.5% increase in the last 6 months) we 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 added in the last six months a LinkedIn, Snapchat, and Pinterest accounts, all growing in popularity and reach. We have also connected with members via email and google groups in efforts to insure we are communicating the CHP's activities. This year we were excited to add a blog hosted on the CHP website that has had a number of guest bloggers from our community writing about all things College Hill. One of our most viewed blogs is an article about the history of the trees along Seerley Blvd. Because of the nature of the College Hill Partnership there are many exciting dimensions we are able to highlight, and many stakeholders stories to tell and the Partnership felt a great way to showcase our diverse community was to increase are social reach through an online publication. This blog is an opportunity to also showcase issues important to our community such as upcoming events, public service announcements, and other communication the City or our other stakeholders would like to pass along.

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). This year we have supported hosting the farmers market on College Street to encourage more vendors and customers to participate. 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 3rd Annual Oktoberfest event, which helped support and increase business activity and showcases what the College Hill area has to offer. We were honored to work side by side with the University of Northern Iowa and Community Main Street to create a great Fall Kickoff for New UNI students to introduce them to both of our districts. The College Hill Partnership has noted that our most successful events are when we can get additional community organizations involved to be able to cross promote, encourage community, and shoulder the burden of the cost. 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
2018-2019
Board of Directors**

Resident: Chris Martin (2018-2020) - chris.martin@cfu.net
Secretary - Resident: Becky Hawbaker (2018-2020) - becky.hawbaker@uni.edu
Landlord: Dave Deibler (2018-2020) - Octopuscollegehill@gmail.com
Landlord: Chris Wernimonth (2017-2019) - cjwernimont@gmail.com
Business: Andrea Geary (2017-2019) - andrea@milkboxbakery.com
Business: Barb Schilf (2018-2020) - barb.mohairpear@gmail.com
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
At Large: Andy Fuchtman (2017-2019) - fuchtman@gmail.com
At Large (Student): Drew Stensland (2019-2020) - stenscca@uni.edu

Non-Voting Board Members

Past President: Andy Fuchtman - fuchtman@gmail.com
UNI Liaison: Andrew Morse – Andrew.morse@uni.edu
City of Cedar Falls Liaison: Mike Hayes - mike.hayes@cedarfalls.com
City of Cedar Falls Liaison: Karen Howard – Karen.howard@cedarfalls.com
Master Gardner: Vaughn Griffith – vjgriff@forbin.net
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 F.1.f.

College Hill Partnership	2018 Budget	
	<u>Income</u>	
Donations		\$800.00
SSMID		\$28,000.00
Economic Development Fund		\$4,000.00
Total		\$32,800.00
	<u>Expenses</u>	
Advertising/Donations		\$1,000.00
Insurance		\$3,000.00
General Office Expenses		\$1,000.00
Salaries (Including Taxes)		\$23,000.00
Hill Cleaning Service		\$2,650.00
Facade Improvement Plan		\$2,000.00
Business Improvement Committee		\$1,000.00
Organizational Development		\$500.00
Neighborhood Services Committee		\$1,000.00
Beautification Committee		\$1,000.00
Marketing/Promotions Committee		\$2,000.00
Farmer Market		\$700.00
Tree Fund		\$2000.00
Total Expenses		\$38,850.00

Balance

(\$6,850.00)

Income	Budget	July	August	September	October	November	December	January	February	March	April	May	June	Remaining Budget	Total
Memberships	\$ 1,000.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 885.00	\$ 25.00	\$ -	\$ 65.00	\$ 935.00
ES&MID	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 160.00	\$ 7,372.51	\$ -	\$ -	\$ -	\$ -	\$ 13,037.45	\$ 160.00	\$ 7,422.77	\$ (3,212.73)	\$ 28,212.73
Economic Development Grant - City of Cedar Falls	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ 3,000.00
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tree Fund	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Income	\$ 31,000.00	\$ -	\$ 25.00	\$ -	\$ 160.00	\$ 10,872.51	\$ -	\$ -	\$ -	\$ -	\$ 13,882.45	\$ 1,685.00	\$ 7,422.77	\$ (3,147.73)	\$ 34,147.73
Expenses															
Advertising/Promotional	\$ -	\$ 230.00	\$ 85.00	\$ 300.00	\$ 450.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57.35	\$ (1,342.35)	\$ 1,242.35
Insurance	\$ 2,335.00	\$ 480.00	\$ 666.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,870.00	\$ -	\$ -	\$ (981.00)	\$ 2,865.00
General Office Expenses	\$ 500.00	\$ -	\$ 254.93	\$ 181.00	\$ -	\$ 1.95	\$ 37.42	\$ 38.56	\$ -	\$ 143.97	\$ 85.00	\$ 47.70	\$ 146.01	\$ (437.54)	\$ 937.54
Salaries (Including Taxes)	\$ 20,800.00	\$ 1,143.99	\$ 1,185.43	\$ 2,289.39	\$ 741.31	\$ 2,754.86	\$ 1,051.92	\$ 1,848.85	\$ 1,100.20	\$ 1,195.42	\$ 1,565.62	\$ 1,842.23	\$ 2,179.33	\$ 2,081.45	\$ 18,718.55
Hill Climbing Services	\$ -	\$ -	\$ 50.00	\$ 100.00	\$ 241.68	\$ 250.00	\$ 200.00	\$ 330.00	\$ 260.00	\$ 260.00	\$ 280.00	\$ 260.00	\$ 364.97	\$ (2,666.63)	\$ 2,666.63
Economic Development Grant - City of Cedar Falls	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -
Business Rental Improvement Committee	\$ 565.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 565.00	\$ -
Organization Development Committee	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600.00	\$ -
Neighborhood Services Committee	\$ 1,500.00	\$ -	\$ -	\$ 262.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (237.66)	\$ 202.34
Design/Beautification Committee	\$ 700.00	\$ 31.71	\$ 313.41	\$ 152.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126.16	\$ -	\$ -	\$ 295.97	\$ (220.16)	\$ 920.16
Events Committee	\$ 2,000.00	\$ (3,139.32)	\$ 1,373.49	\$ 1,585.61	\$ -	\$ 548.24	\$ -	\$ -	\$ -	\$ -	\$ 165.85	\$ -	\$ -	\$ 1,515.83	\$ 484.17
Farmer Market	\$ 700.00	\$ -	\$ 21.05	\$ -	\$ -	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82.06	\$ 566.88	\$ 113.11
Tree Fund	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -
Total Expenses	\$ 32,700.00	\$ (1,503.32)	\$ 3,783.26	\$ 4,571.25	\$ 982.99	\$ 3,555.05	\$ 1,289.34	\$ 2,318.41	\$ 1,380.20	\$ 1,745.55	\$ 3,586.47	\$ 2,269.93	\$ 2,996.28	\$ 5,724.59	\$ 26,875.41
Balance (Income vs. Expenses)	\$ (1,700.00)	\$ 1,503.32	\$ (3,788.26)	\$ (4,571.25)	\$ (822.99)	\$ 7,317.46	\$ (1,289.34)	\$ (2,318.41)	\$ (1,380.20)	\$ (1,745.55)	\$ 10,395.98	\$ (584.93)	\$ 4,436.49	\$ (8,872.32)	\$ 7,172.32
Check Accounts Ending Balance	\$ 45,573.51	\$ 46,254.58	\$ 42,783.37	\$ 37,878.45	\$ 44,046.65	\$ 44,447.32	\$ 42,888.42	\$ 40,540.20	\$ 38,949.46	\$ 36,523.69	\$ 47,232.38	\$ 46,607.65	\$ 51,589.01		
Date of Balance	7/1/2017	8/14/2017	9-11-2017	10-9-2017	11-5-2017	12-13-2017	1-7-2018	2/11/2018	3/12/2018	4/9/2018	5/14/2018	6/11/2018	7/9/2018		



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: November 2, 2018
Re: Special Event Related Requests

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

- (1) Street closure, Viking Road (Turkey Trot), November 22, 2018.



MEMORANDUM

CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 11/02/18

TO: A/C Craig Berte

FROM: Captain Jeff Sitzmann

SUBJECT: Turkey Trot

Dave Lipinski from Trekman Racing has requested road closure for the Turkey Trot Race which is planned for Thanksgiving Day, November 22nd. The race starts at 8:00 AM at Prairie Lakes Church and will be concluded by 9:15 AM. Runners will start at Prairie Lakes Church and head west to Ventura Way, take a left on Development Drive and a right on Capital Way. They will then return to Prairie Lakes using Production Drive. Race Marshalls will be in place at the intersections and signage was used to divert vehicles from the area. One officer is requested to assist with traffic control at Viking and Arbors Way and that will be provided by 1st shift patrol. Road closed signage will be needed on Viking Road west of Prairie Lakes Church.

There were several hundred participants in last year's event but there were no major problems. Racing organizers are aware of the fee associated with the barricade use. I recommend approving the request as it is written.

Jeff Sitzmann

Item F.1.g.

Jeff Sitzmann

From: Dave Lipinski <trekman51@gmail.com>
Sent: Monday, October 29, 2018 3:44 PM
To: Jeff Sitzmann
Subject: RE: 5K course

Follow Up Flag: Follow up
Flag Status: Completed

Hi Jeff,

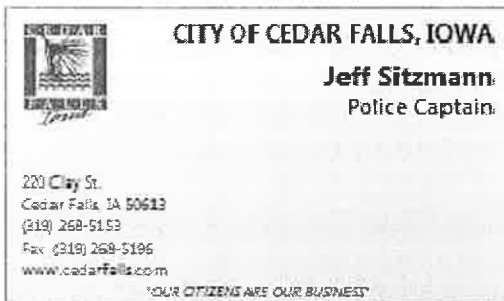
Checking to see if everything is well for the Turkey Trot. Thank you!

Dave

From: Jeff Sitzmann [<mailto:Jeff.Sitzmann@cedarfalls.com>]
Sent: Thursday, September 20, 2018 9:19 AM
To: 'Dave Lipinski'
Subject: RE: 5K course

Dave,

Good to hear from you again. I will write a memo recommending approval of the below request and it will go in front of City Council. One thing that might have changed from last year is a fee associated with the barricades. The City charges \$25 per city block so someone from your group would need to pay that to the City Clerk some time prior to the event. I will also arrange for an officer to be present. Thanks and please call or e-mail with any questions.



From: Dave Lipinski [<mailto:trekman51@gmail.com>]
Sent: Monday, September 17, 2018 3:37 PM
To: Jeff Sitzmann
Subject: 5K course

Good afternoon,

Item F.1.g.

Last year I put on a Turkey Trot race at Prairie Lakes church, and this year we will be doing it again. It will be the last one as I have relocated to Colorado, but I will make the drive back for this one.

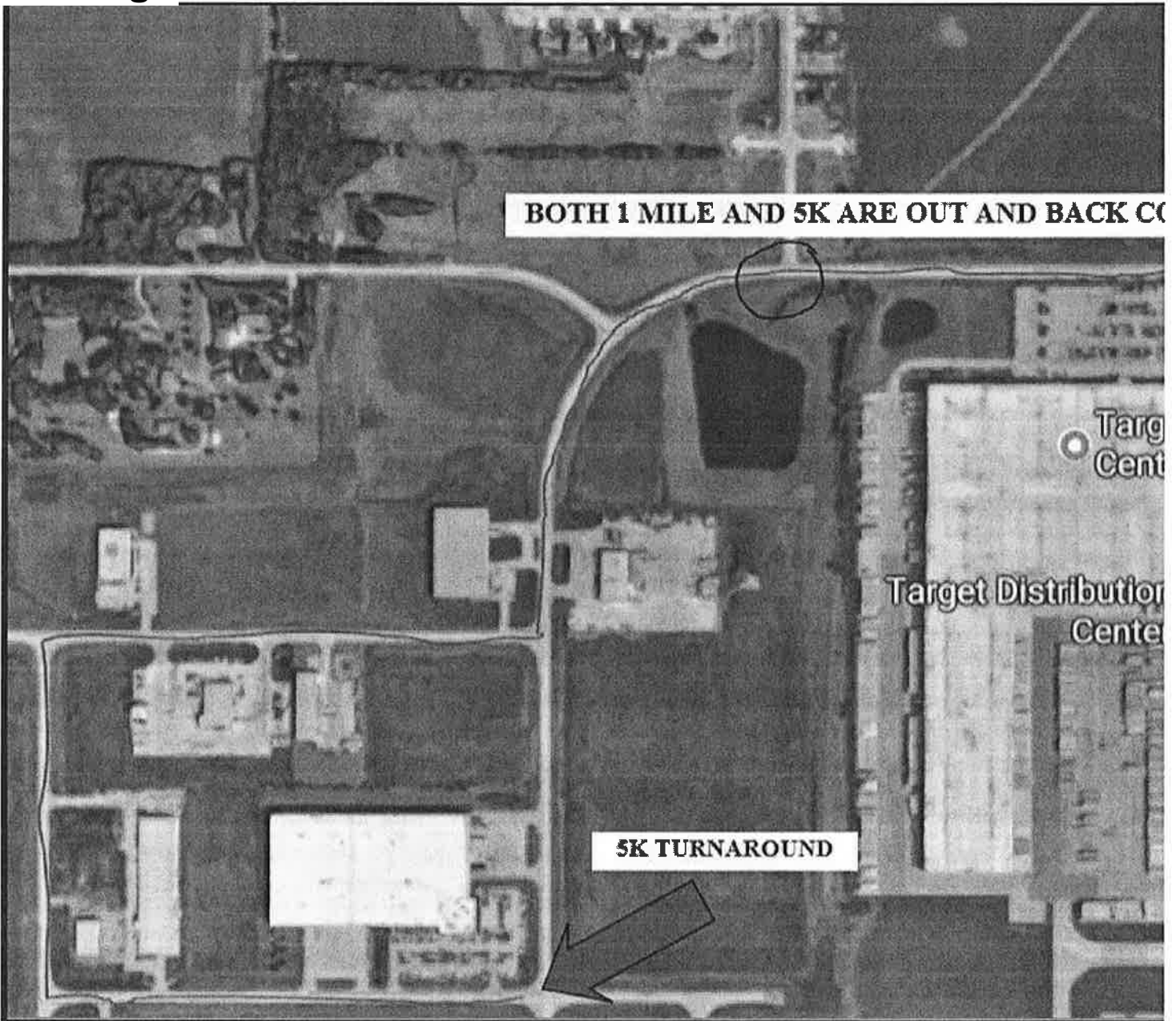
It takes place at 8 am on Thanksgiving. The map below is the same course we used last year. We had one officer at the intersection circled in blue below, and I had course marshals with safety vests at the other sections as there was practically zero traffic that morning out there. The city gave us road closed signage for Viking road at the church, and we placed it so people could still get in Target's building and the church parking lot. The event should be done by 9:15 am.

I look forward to hearing from you and if you need to call, my number is 319-231-2441.

Thanks,

Dave Lipinski
Trekman Racing

Item F.1.g.



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[NOTICE: This message originated outside of the City Of Cedar Falls mail system -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]



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: October 31, 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) Casey's General Store, 5908 Nordic Drive, Class C beer & Class B wine - renewal.
- (2) Clarion Inn, 5826 University Avenue, Class B liquor - renewal.
- (3) Figaro Figaro, 419 Main Street, Class C Liquor & outdoor service - renewal.
- (4) Tony's La Pizzeria, 407 Main Street, Class C liquor & outdoor service - renewal.



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: November 1, 2018
SUBJECT: Tax Increment Financing (TIF) Certification

Certification: Attached is a resolution authorizing the certification of the City’s four active TIF districts. Also attached are the required state forms for each district that will need to be filed with Black Hawk County. The certification is for expenses incurred in the Downtown TIF, the Pinnacle Prairie TIF, and the Unified TIF. There were actually no expenses to certify in the College Hill TIF this year.

Inter-fund Loans: You will also note that attached to this information are several resolutions creating inter-fund loans between various funds in the city that have cashflowed these TIF projects. We learned from the State a few years ago that we are required to pass these resolutions in order to create a formal “debt” agreement that can allow these TIF expenses to be reimbursed from the TIF district.

If you have any questions regarding the certification or TIF information, please feel free to contact me.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING CERTIFICATION OF ELIGIBLE EXPENSES FOR REIMBURSEMENT FROM THE DOWNTOWN, COLLEGE HILL, PINNACLE PRAIRIE, AND UNIFIED TAX INCREMENT FINANCING REVENUES

WHEREAS, the City of Cedar Falls has legally created Tax Increment Financing Districts in its Downtown, College Hill, Pinnacle Prairie, and Unified areas; and

WHEREAS, the City of Cedar Falls including the Cedar Falls Utilities have expended funds to construct infrastructure improvements within and benefiting each of the Tax Increment Districts; and

WHEREAS, the City Council intends to certify to Black Hawk County and the State of Iowa that the attached expenses have been incurred and are legally eligible to be reimbursed from revenues generated by each respective Tax Increment Financing District;

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

1. That the City Council of the City of Cedar Falls, Iowa, finds that the attached listing of expenses are eligible to be reimbursed from Tax Increment Financing District (TIF) revenues.
2. That the City of Cedar Falls and the Cedar Falls Utilities (a legal entity of the City of Cedar Falls as provided by State Code) have financed the cost of the listed expenditures which have paid for land, loans, services or infrastructure from various revenue sources.
3. All infrastructure construction, land acquisition, professional services (legal, financial, inspection, survey and engineering), financing expenses, economic development loan and incentive expenditures certified for reimbursement are eligible activities cited by the City's respective Urban Renewal Area Plans for the Cedar Falls Downtown, College Hill, Pinnacle Prairie, and Unified areas. The eligible activities are specifically noted in each plan within the "Type of Proposed Renewal Actions" section.
4. The City Council and the Utilities Trustees authorized the advancing of these financial resources to construct the necessary infrastructure, purchase land, design & inspect public improvements, extend economic development loans & incentives, incur interest expenses on advances and professional fees (legal, financial and engineering) that enhance development within each of the respective TIF districts.
5. The City's Director of Finance & Business Operations is directed to file the appropriate forms with Black Hawk County and the State of Iowa that duly certify the attached list of improvements as TIF district obligations that are to be repaid from TIF revenues from the respective district for which the obligation was incurred.

Item F.2.a.

6. Upon receipt of the TIF property tax reimbursement annually from Black Hawk County for financing the TIF improvements, which were duly certified; the Director of Finance & Business Operations is directed to deposit the funds reimbursed into the accounts that advanced the financing for the initial expenditure.

ADOPTED this 5th day of November 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Pinnacle Prairie

Urban Renewal Area Number: 07039 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 36,638

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 5th day of November, 2018

Signature of Authorized Official Telephone 319-273-8600

Item F.2.a.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Pinnacle Prairie

Urban Renewal Area Number: 07039 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>Prairie Parkway & Viking Road Intersection</u> <u>Design services for a traffic study associated with the intersection at</u> <u>Prairie Parkway & Viking Road and staff costs associated with this project.</u>	<u>06/06/16</u>	<u>2,321</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. <u>Electric Lines</u> <u>Electrical infrastructure to Pinnacle Prairie Development</u>	<u>04/20/15</u>	<u>34,317</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 36,638

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

CITY OF CEDAR FALLS PINNACLE PRAIRIE TIF PROJECT CERTIFIED WITH THE COUNTY		
PROJECT	DATE CERTIFIED	AMOUNT CERTIFIED
Legal Fees	11/10	\$3,079.90
Adjustment per BHC not to collect small amount		(\$79.13)
Water Mains	11/12	\$4,747.79
Prairie Parkway Extension	11/13	\$113,342.11
Legal Fees	11/13	\$2,539.44
Prairie Parkway Extension	11/14	\$1,750,949.77
Project Staff Costs	11/14	\$12,995.87
Legal Fees	11/14	\$12,980.63
Prairie Parkway Extension	11/15	\$448,303.90
Project Staff Costs	11/15	\$5,073.56
Legal Fees	11/15	\$1,151.26
Administrative Costs	11/15	\$3,054.48
Prairie Parkway Extension	11/16	\$726.00
Prairie Parkway Viking	11/16	\$771.17
Legal Fees	11/16	\$944.50
Administrative Costs	11/16	\$3,810.33
Gas Mains	11/16	\$29,951.73
Prairie Parkway Viking	11/17	\$6,334.72
Legal Fees	11/17	\$1,013.50
Administrative Costs	11/17	\$1,283.47
Gas Mains	11/17	\$19,681.59
Electric Lines	11/17	\$60,865.48
Prairie Parkway Viking	11/18	\$2,321.04
Electric Lines	11/18	\$34,317.08
TOTAL		\$2,520,160.19

PINNACLE PRAIRIE TIF REVENUES RECEIVED	
TIF REVENUES - OCT., 2018	\$2,452,181.31

PINNACLE PRAIRIE TIF REVENUES - ESTIMATED	
TIF REVENUES - NOV., 2018 - JUNE, 2019	\$79,847.56

PINNACLE PRAIRIE TIF BALANCE	
PINNACLE PRAIRIE TIF BALANCE	(\$11,868.68)

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls College Hill

Urban Renewal Area Number: 07042 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 0

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 5th day of November, 2018

Signature of Authorized Official Telephone 319-273-8600

Item F.2.a.

TIFCER18.XLS

16-Oct-18

CITY OF CEDAR FALLS COLLEGE HILL TIF PROJECT CERTIFIED WITH THE COUNTY		
PROJECT	DATE CERTIFIED	AMOUNT CERTIFIED
Legal Fees	11/11	\$8,158.68
Legal Fees	11/12	\$6,539.28
Legal Fees	11/13	\$1,294.96
Legal Fees	11/15	\$5,355.01
Administrative Costs	11/15	\$7,462.24
Legal Fees	11/16	\$296.00
Administrative Costs	11/16	\$3,321.13
Administrative Costs	11/17	\$2,852.43
CV Commercial	11/17	\$12,363.00
CV Commercial	11/17	\$16,374.93
TOTAL		\$64,017.66

COLLEGE HILL TIF REVENUES RECEIVED	
TIF REVENUES - OCT., 2018	\$44,402.04

COLLEGE HILL TIF REVENUES - ESTIMATED	
TIF REVENUES - NOV., 2018 - JUNE, 2019	\$19,615.62

COLLEGE HILL TIF BALANCE	
COLLEGE HILL TIF BALANCE	\$0.00

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Urban TIF

Urban Renewal Area Number: 07019 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 214,387

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 5th day of November, 2018

Signature of Authorized Official Telephone 319-273-8600

Item F.2.a.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Urban TIF

Urban Renewal Area Number: 07019 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>River Place Development</u> <u>Property Tax Rebate in accordance with developmental agreement</u>	<u>07/16/12</u>	<u>164,643</u>
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. <u>Cedar Falls Development Group - Annex</u> <u>Property Tax Rebate in accordance with developmental agreement</u>	<u>03/07/14</u>	<u>7,320</u>
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. <u>River Place</u> <u>Legal Fees associated with River Place development project</u>	<u>11/05/18</u>	<u>3,282</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. <u>Mill Race</u> <u>Legal Fees and incentive payments associated with Mill Race project</u>	<u>12/18/17</u>	<u>37,879</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. <u>Downtown</u> <u>Legal Fees associated with the various urbann renewal projects and amendment of plan</u>	<u>11/05/18</u>	<u>1,263</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 214,387

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

CITY OF CEDAR FALLS DOWNTOWN TIF PROJECTS CERTIFIED WITH THE COUNTY		
PROJECT	DATE CERTIFIED	AMOUNT CERTIFIED
Flood Levy	11/00	\$0.00
State Street Land Acquisition	11/01	\$161,234.00
Community Center	11/02	\$92,650.80
Community Center	11/03	\$726,800.16
Acquisition Costs	11/03	\$12,112.41
Black Hawk Hotel	11/03	\$117,000.00
Electric Transformers	11/03	\$184,682.77
Electric Line Extensions	11/03	\$296,183.62
Street Lighting	11/03	\$8,551.00
Communication Service	11/03	\$58,449.21
Gas Service	11/03	\$601,750.78
Water Service	11/03	\$68,317.75
State Street Land Acquisition	11/04	\$1,200.00
Community Center	11/04	(\$54,607.51)
Community Center	11/05	(\$16,435.54)
State Street Land Acquisition	11/05	\$74,507.90
Electrical Line Extensions	11/05	\$14,042.00
Water Service	11/05	\$84,458.00
Communication Service	11/06	\$12,927.50
State Street Development	11/07	\$35,015.04
Electric Line Extensions	11/07	\$8,230.05
Electric Transformers	11/07	\$9,462.66
Gas Main & Services	11/07	\$289.66
Water Mains	11/07	\$3,498.92
Railroad Crossings	11/07	\$408,903.91
Downtown Streetscape	11/08	\$1,338,166.43
Electric Line Extensions	11/08	\$98,048.45
Electric Transformers	11/08	\$18,013.24
Gas Main & Services	11/08	\$443.97
Communication Service	11/08	\$7,448.12
Railroad Crossings	11/08	(\$26,189.72)
Washington Street	11/10	\$498,793.86
State Street	11/10	\$329,502.30

Item F.2.a.

Downtown Streetscape	11/10	\$31,937.70
Electric Line Extensions	11/10	\$244,156.67
Gas Main & Services	11/10	\$4,605.66
Communication Service	11/10	\$33,823.35
Streetscape Maintenance	11/11	\$1,535.18
State Street	11/11	\$468,223.48
Broom Factory	11/11	\$4,092.63
Treatment Facility	11/11	\$244,967.00
Electric Transformers	11/11	\$17,577.66
Gas Main & Services	11/11	\$212.77
Water Mains	11/11	\$181,620.14
Communication Service	11/11	\$24,058.62
State Street	11/12	(\$42,223.13)
River Place Development	11/12	\$74,679.21
Treatment Facility	11/12	\$3,755,033.00
Street Lighting	11/12	\$21,406.50
Electric Transformers	11/12	\$80,369.00
Communication Fiber	11/12	\$96,599.77
River Place Development	11/13	\$4,560.78
Administrative Costs	11/13	\$5,526.00
Electric Transformers	11/13	\$35,725.27
Electric Line Extensions	11/13	\$43,346.56
Communication Service	11/13	\$5,362.68
River Place Development	11/14	\$78.00
Annex	11/14	\$737.00
Legal Fees	11/14	\$11,203.60
Electric Line Extensions	11/14	\$30,808.84
Administrative Costs	11/14	\$26,133.19
River Place Development	11/15	\$1,927.50
Annex	11/15	\$395.00
Administrative Costs	11/15	\$18,679.32
Legal Fees - River Place Dev	11/16	\$6,288.66
River Place Rebate	11/16	\$43,791.91
Legal Fees	11/16	\$1,908.11
Miscellaneous	11/16	\$154.03
Administrative Costs	11/16	\$8,920.89
Gas Main & Services	11/16	\$13,501.79
Electric Line Extensions	11/16	\$29,531.66
Water Mains	11/16	\$190,952.78
River Place Rebate	11/17	\$148,981.04
Legal Fees	11/17	\$277.00

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Administrative Costs	11/17	\$4,651.28
Electric Line Extensions	11/17	\$103,940.10
River Place Rebate	11/18	\$164,642.73
Annex Rebate	11/18	\$7,320.26
Administrative Costs	11/18	\$1,262.50
River Place	11/18	\$3,282.22
Mill Race	11/18	\$37,879.36
TOTAL		\$11,367,897.01

CITY OF CEDAR FALLS DOWNTOWN TIF DEBT CERTIFIED WITH THE COUNTY		
DEBT OBLIGATION	DATE CERTIFIED	AMOUNT CERTIFIED
1997 GO Bonds	11/00	\$496,726.00
1998 GO Bonds	11/00	\$1,363,226.00
2004 GO Bonds	11/05	\$88,836.91
2004 GO Bonds - Additional	11/06	\$7,177.87
Refunding of 97 & 98	11/06	(\$1,859,952.00)
2006A Bonds Refunded 97 & 98	11/06	\$1,556,392.07
Refunding of 04 Bonds	11/10	(\$96,014.78)
2010 Bonds	11/10	\$95,439.91
Refunding of 06 Bonds	11/12	(\$1,556,392.07)
2012 Notes	11/12	\$1,518,880.17
TOTAL		\$1,614,320.08

DOWNTOWN TIF REVENUES RECEIVED	
TIF REVENUES - OCT., 2018	\$12,591,451.57

DOWNTOWN TIF REVENUES - ESTIMATED	
TIF REVENUES - NOV., 2018 - JUNE, 2019	\$169,120.62

DOWNTOWN TIF BALANCE	
DOWNTOWN TIF BALANCE	\$221,644.90

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Unified

Urban Renewal Area Number: 07043 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 7,417,340

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 5th day of November, 2018

Signature of Authorized Official Telephone 319-273-8600

Item F.2.a.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Unified

Urban Renewal Area Number: 07043 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>Industrial Park Patching</u> <u>Street Infrastructure - patching and maintenance of streets located in the urban renewal area and the staff costs associated with the project</u>	<u>03/21/16</u>	<u>18,914</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. <u>University Avenue Phase III</u> <u>Street infrastructure - Design, Construction, & Staff time associated with Phase III of this project. Phase III is located in this urban renewal area</u>	<u>04/18/16</u>	<u>3,361,596</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. <u>Highway 58 Intersection Improvements</u> <u>Highway 58 Intersection Improvements - Consultant and construction costs as part of the IDOT project.</u>	<u>12/10/12</u>	<u>3,896,134</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. <u>North Industrial Park Miscellaneous</u> <u>Railroad insurance</u>	<u>05/24/10</u>	<u>20,756</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. <u>Land Acquisition</u> <u>Acquisition of 81.24 acres of property within the urban renewal area</u>	<u>11/16/15</u>	<u>4,810</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 7,302,210

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Unified

Urban Renewal Area Number: 07043 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
<p>6. <u>Legal Fees</u> <u>Legal fees and recording/abstract fees associated with Unified urban renewal area.</u></p>	<u>11/05/18</u>	<u>11,910</u>
<p><input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.</p>		
<p>7. <u>Administrative Costs</u> <u>Staff costs associated with Unified urban renewal area</u></p>	<u>11/05/18</u>	<u>14,330</u>
<p><input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.</p>		
<p>8. <u>Principal Life Insurance</u> <u>Property tax rebate to Principal Life Insurance</u></p>	<u>07/25/11</u>	<u>54,540</u>
<p><input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.</p>		
<p>9. <u>East Central Iowa Coop</u> <u>Property tax rebate to East Central Iowa Coop</u></p>	<u>11/14/11</u>	<u>19,705</u>
<p><input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.</p>		
<p>10. <u>Reel Deal</u> <u>Property tax rebate to Reel Deal</u></p>	<u>09/22/08</u>	<u>14,645</u>
<p><input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.</p>		

If more indebtedness entry lines are needed continue to Form 1.1 Page 3.

Total For City TIF Form 1.1 Page 2: 115,130

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

CITY OF CEDAR FALLS UNIFIED TIF PROJECTS CERTIFIED WITH THE COUNTY		
PROJECT	DATE CERTIFIED	AMOUNT CERTIFIED
TOTAL - Industrial Park	Pre 2013	\$40,961,748.13
TOTAL - Northern	Pre 2013	\$1,973,814.94
Northern Industrial Park	11/13	\$283,653.46
Hwy 58 Corridor Improvements	11/13	\$14,450.48
Hwy 58 Pedestrian Bridge	11/13	\$1,006,903.87
West Viking Road	11/13	\$1,032,453.36
Miscellaneous & Legal	11/13	\$39,394.43
Bluff St. Lift Station	11/13	\$1,040,000.00
Public Works Complex	11/13	(\$964,579.39)
Commerce Drive	11/13	\$27,579.98
Kaplan University	11/13	\$80,569.00
Reel Deal	11/13	\$68,758.00
Aerial Services	11/13	\$12,705.00
Universal Industries	11/13	\$19,200.00
Target	11/13	\$623,000.00
Lot Sales	11/13	(\$166,750.00)
Electric Line Extensions	11/13	\$352,175.97
Electric Transformers	11/13	\$1,421,525.86
Gas Main & Services	11/13	\$43,686.33
Communication Fiber	11/13	\$25,700.81
Generation	11/13	\$10,226,298.17
Northern Miscellaneous	11/14	\$19,290.00
Northern LOMR	11/14	\$3,793.79
Northern Signage	11/14	\$34,050.00
Northern Industrial Park	11/14	(\$136,629.17)
West Viking Road	11/14	\$1,107,945.67
Viking Road Reconstruction	11/14	\$1,232,706.53
Hwy 58 Corridor Improvements	11/14	\$40,110.22
Hwy 58 Pedestrian Bridge	11/14	\$58,556.97
Legal Fees	11/14	\$3,674.57
EIC	11/14	\$108,801.00
Reel Deal	11/14	\$66,848.00
Aerial Services	11/14	\$12,705.00
Universal Industries	11/14	\$14,400.00
Target	11/14	\$467,000.00
Water Main & Services	11/14	\$174,969.57
Generation	11/14	\$8,254,927.46

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Administrative Costs	11/14	\$40,799.73
Lot Sales	11/14	(\$76,750.00)
Northern Miscellaneous	11/15	\$40,930.00
Northern LOMR/Map	11/15	\$6,394.75
Greenhill Road	11/15	\$228,465.97
Street Restoration - Ind Park	11/15	\$356,244.93
West Viking Road	11/15	\$190,933.35
Viking Road Reconstruction	11/15	\$96,365.83
Hwy 58 Corridor Improvements	11/15	\$40,087.98
Hwy 58 Pedestrian Bridge	11/15	(\$17,765.89)
Legal Fees	11/15	\$15,243.44
EIC	11/15	\$81,806.40
Reel Deal	11/15	\$62,793.00
Aerial Services	11/15	\$12,705.00
Universal Industries	11/15	\$9,600.00
Target	11/15	\$300,877.80
Principal	11/15	\$140,871.00
Administrative Costs	11/15	\$36,457.96
Lot Sales	11/15	(\$327,020.00)
Northern Miscellaneous	11/16	\$20,755.50
Street Restoration - Ind Park	11/16	\$284,598.65
West Viking Road	11/16	\$389.30
Viking Road Reconstruction	11/16	\$81,783.51
Hwy 58 Corridor Improvements	11/16	\$17,863.73
Ind. Park Patching & Maint	11/16	\$344,160.79
Legal Fees	11/16	\$8,453.45
Miscellaneous	11/16	\$3,500.00
EIC	11/16	\$57,538.80
Reel Deal	11/16	\$132,019.99
Aerial Services	11/16	\$23,912.00
Universal Industries	11/16	\$4,800.00
Target	11/16	\$142,419.90
Principal	11/16	\$105,986.40
Administrative Costs	11/16	\$39,575.67
Land Acquisition	11/16	\$1,043,704.00
Lot Sales	11/16	\$0.00
Gas Main & Services	11/16	\$42,545.77
Electric Line Extensions	11/16	\$24,987.15
Northern Miscellaneous	11/17	\$20,905.50
University Avenue Phase III	11/17	\$145,022.53
Hwy 58 Corridor Improvements	11/17	\$4,095.49
Ind. Park Patching & Maint	11/17	\$9,525.46
Legal Fees	11/17	\$469.50
Miscellaneous	11/17	\$175.00
EIC	11/17	\$37,760.40

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING AN INTER-FUND LOAN
FROM THE TIF BOND FUND OF THE CITY OF CEDAR FALLS
TO THE TAX INCREMENT FINANCING (TIF) FUND OF THE CITY OF CEDAR FALLS**

WHEREAS, the TIF Bond Fund has cash flowed the Prairie Parkway & Viking Road signalization project; and

WHEREAS, the City has determined that the aforementioned project is an eligible TIF expenditures in the Pinnacle Prairie Urban Renewal area; and

WHEREAS, the City Council desires to reimburse the TIF Bond Fund for TIF revenues collected in the Pinnacle Prairie Urban Renewal area in the amount of Two Thousand, Three Hundred, Twenty-One Dollars and Four Cents (\$2,321.04) for this project; and

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that a TIF inter-fund loan in an amount of Two Thousand, Three Hundred, Twenty-One Dollars and Four Cents (\$2,321.04) for assisting in the completion of the project is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that this amount loaned from the TIF Bond Fund to the TIF Fund shall be repaid as the TIF revenues are collected

ADOPTED this 5th day of November 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING AN INTER-FUND LOAN
FROM THE TIF BOND FUND OF THE CITY OF CEDAR FALLS
TO THE TAX INCREMENT FINANCING (TIF) FUND OF THE CITY OF CEDAR FALLS**

WHEREAS, the TIF Bond Fund has cash flowed legal fees and incentive payments related to projects in the Downtown Urban Renewal area; and

WHEREAS, the City has determined that the aforementioned fees and payments are eligible TIF expenditures in the Downtown Urban Renewal area; and

WHEREAS, the City Council desires to reimburse the TIF Bond Fund for TIF revenues collected in the Downtown Urban Renewal area in the amount of Forty-Two Thousand, Four Hundred, Twenty-Four Dollars and Eight Cents (\$42,424.08) for these projects; and

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that a TIF inter-fund loan in an amount of T Forty-Two Thousand, Four Hundred, Twenty-Four Dollars and Eight Cents (\$42,424.08) for assisting in the completion of these projects is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that this amount loaned from the TIF Bond Fund to the TIF Fund shall be repaid as the TIF revenues are collected

ADOPTED this 5th day of November 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING AN INTER-FUND LOAN
FROM THE TIF BOND FUND OF THE CITY OF CEDAR FALLS
TO THE TAX INCREMENT FINANCING (TIF) FUND OF THE CITY OF CEDAR FALLS**

WHEREAS, the TIF Bond Fund has cash flowed the Highway 58 Corridor Improvements, Industrial Park Street Patching, and administrative and legal fees in the urban renewal area; and

WHEREAS, the City has determined that the aforementioned projects are eligible TIF expenditures in the Unified Urban Renewal area; and

WHEREAS, the City Council desires to reimburse the TIF Bond Fund for TIF revenues collected in the Unified Urban Renewal area in the amount of Three Million, Nine Hundred and Forty-Seven Thousand, Seven Hundred, Thirteen Dollars and Fifty-Eight Cents (\$3,947,713.58) for these projects; and

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that a TIF inter-fund loan in an amount of Three Million, Nine Hundred and Forty-Seven Thousand, Seven Hundred, Thirteen Dollars and Fifty-Eight Cents (\$3,947,713.58) for assisting in the completion of these projects is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that this amount loaned from the TIF Bond Fund to the TIF Fund shall be repaid as the TIF revenues are collected

ADOPTED this 5th day of November 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING AN INTER-FUND LOAN
FROM THE GENERAL FUND OF THE CITY OF CEDAR FALLS
TO THE TAX INCREMENT FINANCING (TIF) FUND OF THE CITY OF CEDAR FALLS**

WHEREAS, the General Fund has paid for personnel costs to support the Unified Urban Renewal projects and planning; and

WHEREAS, the City has determined that the aforementioned project is an eligible TIF expenditure in the Unified Urban Renewal area; and

WHEREAS, the City Council desires to reimburse the General Fund for TIF revenues collected in the Unified Urban Renewal area in the amount of Fourteen Thousand, Three Hundred, Thirty Dollars and Thirty-Six Cents (\$14,330.36) for this project; and

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that a TIF inter-fund loan in an amount of Fourteen Thousand, Three Hundred, Thirty Dollars and Thirty-Six Cents (\$14,330.36) for assisting in the completion of the this project is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that this amount loaned from the General Fund to the TIF Fund shall be repaid as the TIF revenues are collected

ADOPTED this 5th day of November 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING AN INTER-FUND LOAN
FROM THE ECONOMIC DEVELOPMENT FUND OF THE CITY OF CEDAR FALLS
TO THE TAX INCREMENT FINANCING (TIF) FUND OF THE CITY OF CEDAR FALLS**

WHEREAS, the Economic Development Fund has cash flowed the purchase of land in the urban renewal area; and

WHEREAS, the City has determined that the aforementioned project and the related legal and administrative fees associated with the land purchase is an eligible TIF expenditure in the Unified Urban Renewal area; and

WHEREAS, the City Council desires to reimburse the Economic Development Fund for TIF revenues collected in the Unified Urban Renewal area in the amount of Four Thousand, Eight Hundred, and Ten Dollars (\$4,810.00) for this project; and

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that a TIF inter-fund loan in an amount of Four Thousand, Eight Hundred, and Ten Dollars (\$4,810.00) for assisting in the completion of this project is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that this amount loaned from the Economic Development Fund to the TIF Fund shall be repaid as the TIF revenues are collected

ADOPTED this 5th day of November 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING AN INTER-FUND LOAN
FROM THE STREET IMPROVEMENT FUND OF THE CITY OF CEDAR FALLS
TO THE TAX INCREMENT FINANCING (TIF) FUND OF THE CITY OF CEDAR FALLS**

WHEREAS, the Street Improvement Fund has cash flowed the University Avenue Reconstruction Phase III project; and

WHEREAS, the City has determined that the aforementioned project is an eligible TIF expenditure in the Unified Urban Renewal area; and

WHEREAS, the City Council desires to reimburse the Street Improvement Fund for TIF revenues collected in the Unified Urban Renewal area in the amount of Three Million, Three Hundred and Sixty-One Thousand, Five Hundred, Ninety-Five Dollars and Eighty-Five Cents (\$3,361,595.85) for this project; and

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that a TIF inter-fund loan in an amount of Three Million, Three Hundred and Sixty-One Thousand, Five Hundred, Ninety-Five Dollars and Eighty-Five Cents (\$3,361,595.85) for assisting in the completion of the this project is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that this amount loaned from the Street Improvement Fund to the TIF Fund shall be repaid as the TIF revenues are collected

ADOPTED this 5th day of November 2018.

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 & City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: November 1, 2018
SUBJECT: State TIF Report

As you are aware, HF 2460 was passed a few years back that requires cities with active Urban Renewal Areas to provide specified information concerning active Urban Renewal Areas and any associated Tax Increment Financing Districts. Attached for your review is the annual report that the City is required to complete. The report does require approval by Council and is due December 1, 2018. After approval, the report will be filed with the Department of Management through their on-line reporting system.

The report takes into account the TIF activities during the fiscal year ended June 30, 2018. The report includes the following TIF districts that were active during FY18:

- College Hill
- Downtown
- Pinnacle Prairie
- Unified Highway 58 Corridor

If you have any questions, please feel free to contact me.

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING SUBMISSION OF THE CITY'S FY18
ANNUAL URBAN RENEWAL REPORT**

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving and authorizing submission of the City's FY18 Annual Urban Renewal Report for the City of Cedar Falls to the Iowa Department of Management, and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and authorize submission of said report,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA that said report is hereby approved and authorized for submission to the Iowa Department of Management.

ADOPTED this 5th day of November 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Levy Authority Summary

Local Government Name: CEDAR FALLS
 Local Government Number: 07G046

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
CEDAR FALLS URBAN RENEWAL	07019	3
CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL	07039	4
CEDAR FALLS COLLEGE HILL TIF	07042	2
CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR	07043	7

TIF Debt Outstanding: 23,395,751

TIF Sp. Rev. Fund Cash Balance as of 07-01-2017: 0 0 Amount of 07-01-2017 Cash Balance Restricted for LMI

TIF Revenue: 4,578,540
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 4,578,540

Rebate Expenditures: 510,469
 Non-Rebate Expenditures: 4,068,071
 Returned to County Treasurer: 0
Total Expenditures: 4,578,540

TIF Sp. Rev. Fund Cash Balance as of 06-30-2018: 0 0 Amount of 06-30-2018 Cash Balance Restricted for LMI

Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: 18,817,211

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Urban Renewal Area Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS URBAN RENEWAL
 UR Area Number: 07019
 UR Area Creation Date: 11/1986

This urban renewal area was created to revitalize and redevelop the City's central business district (Downtown).

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS UR TIF INCR	07105	07106	7,392,908
CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS TIF SSMID INCR	07177	07178	24,085,660
CEDAR FALLS CITY/CEDAR FALLS SCH CEDAR FALLS UR DOWNTOWN TIF AMD3 INCR	07313	07314	0

Urban Renewal Area Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	11,908,130	43,304,584	1,910,320	0	-7,408	62,166,832	0	62,166,832
Taxable	0	6,780,387	38,974,131	1,719,288	0	-7,408	51,633,643	0	51,633,643
Homestead Credits									23

TIF Sp. Rev. Fund Cash Balance as of 07-01-2017:

0

0

Amount of 07-01-2017 Cash Balance Restricted for LMI

TIF Revenue: 961,849
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 961,849

Rebate Expenditures: 43,792
 Non-Rebate Expenditures: 918,057
 Returned to County Treasurer: 0
Total Expenditures: 961,849

TIF Sp. Rev. Fund Cash Balance as of 06-30-2018:

0

0

Amount of 06-30-2018 Cash Balance Restricted for LMI

Projects For CEDAR FALLS URBAN RENEWAL

Waste Water Treatment Facility

Description:	Disinfection Project at Wastewater Treatment Facility
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	Yes
Payments Complete:	No

Electric Extensions

Description:	Electrical Upgrades in Downtown
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Gas Services

Description:	Gas Services in Downtown
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Water Extensions

Description:	Water Extensions in Downtown
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Communication Services

Description:	Communication Services in Downtown
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

River Place Development

Description:	River Place Development
	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

Administrative Fees

Description:	Staff costs related to urban renewal area
Classification:	Administrative expenses
Physically Complete:	Yes

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Payments Complete: No

Street Lighting

Description: Street Lighting
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

State Street Development

Description: State Street Development
Classification: Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete: Yes
Payments Complete: No

Annex

Description: Annex Development Group
Classification: Commercial - office properties
Physically Complete: Yes
Payments Complete: No

Debts/Obligations For CEDAR FALLS URBAN RENEWAL

Bond Fund

Debt/Obligation Type:	Internal Loans
Principal:	8,474
Interest:	0
Total:	8,474
Annual Appropriation?:	No
Date Incurred:	11/26/2012
FY of Last Payment:	2019

CFU-Gas Utility

Debt/Obligation Type:	Internal Loans
Principal:	13,502
Interest:	0
Total:	13,502
Annual Appropriation?:	No
Date Incurred:	11/24/2003
FY of Last Payment:	2019

CFU-Water Utility

Debt/Obligation Type:	Internal Loans
Principal:	190,953
Interest:	0
Total:	190,953
Annual Appropriation?:	No
Date Incurred:	11/28/2011
FY of Last Payment:	2019

CFU-Communication Utility

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	11/24/2012
FY of Last Payment:	2019

Sewer Fund

Debt/Obligation Type:	Internal Loans
Principal:	696,794
Interest:	0
Total:	696,794
Annual Appropriation?:	No
Date Incurred:	11/26/2012
FY of Last Payment:	2018

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CFU-Electric Utility

Debt/Obligation Type:	Internal Loans
Principal:	133,472
Interest:	0
Total:	133,472
Annual Appropriation?:	No
Date Incurred:	11/26/2012
FY of Last Payment:	2019

General Fund

Debt/Obligation Type:	Internal Loans
Principal:	13,726
Interest:	0
Total:	13,726
Annual Appropriation?:	No
Date Incurred:	11/25/2013
FY of Last Payment:	2019

Property Tax Rebates

Debt/Obligation Type:	Internal Loans
Principal:	154,686
Interest:	0
Total:	154,686
Annual Appropriation?:	No
Date Incurred:	06/06/2016
FY of Last Payment:	2019

Non-Rebates For CEDAR FALLS URBAN RENEWAL

TIF Expenditure Amount: 8,197
 Tied To Debt: Bond Fund
 Tied To Project: River Place Development

TIF Expenditure Amount: 696,794
 Tied To Debt: Sewer Fund
 Tied To Project: Waste Water Treatment Facility

TIF Expenditure Amount: 9,075
 Tied To Debt: General Fund
 Tied To Project: Administrative Fees

TIF Expenditure Amount: 11,771
 Tied To Debt: CFU-Gas Utility
 Tied To Project: Gas Services

TIF Expenditure Amount: 166,474
 Tied To Debt: CFU-Water Utility
 Tied To Project: Water Extensions

TIF Expenditure Amount: 0
 Tied To Debt: CFU-Communication Utility
 Tied To Project: Communication Services

TIF Expenditure Amount: 25,746
 Tied To Debt: CFU-Electric Utility
 Tied To Project: Electric Extensions

TIF Expenditure Amount: 0
 Tied To Debt: Bond Fund
 Tied To Project: Annex

TIF Expenditure Amount: 0
 Tied To Debt: Bond Fund
 Tied To Project: Administrative Fees

Rebates For CEDAR FALLS URBAN RENEWAL**River Place Properties**

TIF Expenditure Amount:	43,792
Rebate Paid To:	River Place Properties LLC
Tied To Debt:	Property Tax Rebates
Tied To Project:	River Place Development
Projected Final FY of Rebate:	2027

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS URBAN RENEWAL (07019)
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS UR TIF INCR
 TIF Taxing District Inc. Number: 07106
 TIF Taxing District Base Year: 1983
 FY TIF Revenue First Received: 2001
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2027

UR Designation	
Slum	No
Blighted	11/1986
Economic Development	No

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	11,908,130	961,958	0	0	-7,408	12,944,912	0	12,944,912
Taxable	0	6,780,387	865,762	0	0	-7,408	7,706,582	0	7,706,582
Homestead Credits									22

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	1,833,420	7,706,582	7,392,908	313,674	8,588

FY 2018 TIF Revenue Received: 961,849

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS URBAN RENEWAL (07019)
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS TIF SSMID INCR
 TIF Taxing District Inc. Number: 07178
 TIF Taxing District Base Year: 1983
 FY TIF Revenue First Received: 2001
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2027

UR Designation	
Slum	No
Blighted	11/1986
Economic Development	No

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	42,342,626	1,910,320	0	0	49,221,920	0	49,221,920
Taxable	0	0	38,108,369	1,719,288	0	0	43,927,061	0	43,927,061
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	12,414,280	36,807,640	24,085,660	12,721,980	397,781

FY 2018 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS URBAN RENEWAL (07019)
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH CEDAR FALLS UR DOWNTOWN TIF
 AMD3 INCR
 TIF Taxing District Inc. Number: 07314
 TIF Taxing District Base Year: 2012
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	0	0	0	0	0

FY 2018 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL
 UR Area Number: 07039
 UR Area Creation Date: 01/2007

The purpose of this urban renewal area is for economic development in the Pinnacle Prairie development. The area is to promote large-scale, well-planned, land use compatible, mixed-use commercially taxed construction activity.

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
CEDAR FALLS CITY/CEDAR FALLS SCH/PINNACLE PRAIRIE COMMERCIAL UR TIF INCR	07281	07282	5,120,700
CEDAR FALLS CITY AG/CEDAR FALLS SCH/PINNACLE PRAIRIE COMMERCIAL UR TIF INCR	07283	07284	0
CEDAR FALLS CITY/WATERLOO SCH/PINNACLE PRAIRIE COMMERCIAL UR TIF INCR	07285	07286	5,461,414
CEDAR FALLS CITY AG/WATERLOO SCH/PINNACLE PRAIRIE COMMERCIAL UR TIF INCR	07287	07288	0

Urban Renewal Area Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	866,000	36,781,330	28,878,410	0	0	-55,560	69,211,050	0	69,211,050
Taxable	411,346	20,942,969	25,990,569	0	0	-55,560	49,550,542	0	49,550,542
Homestead Credits									116

TIF Sp. Rev. Fund Cash Balance as of 07-01-2017: **0** **0** **Amount of 07-01-2017 Cash Balance Restricted for LMI**

TIF Revenue: 350,310
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 350,310

Rebate Expenditures: 0
 Non-Rebate Expenditures: 350,310
 Returned to County Treasurer: 0
Total Expenditures: 350,310

TIF Sp. Rev. Fund Cash Balance as of 06-30-2018: **0** **0** **Amount of 06-30-2018 Cash Balance Restricted for LMI**

Projects For CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL

Water Mains

Description:	Water mains installed in Pinnacle Prairie Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

Prairie Parkway Extension

Description:	Prairie Parkway Extension
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Legal Fees

Description:	Legal Fees Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

Administrative Costs

Description:	Staff Administrative Costs
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

Gas Mains

Description:	Gas mains installed in Pinnacle Prairie Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

Electrical Lines

Description:	Electrical Lines installed as part of Prairie Parkway Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

Prairie Parkway & Viking

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Description:	Prairie Parkway & Viking
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL

Water Mains

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	11/26/2012
FY of Last Payment:	2015

Bond Fund

Debt/Obligation Type:	Internal Loans
Principal:	305,541
Interest:	0
Total:	305,541
Annual Appropriation?:	No
Date Incurred:	12/08/2012
FY of Last Payment:	2019

Legal Fee Repayment

Debt/Obligation Type:	Internal Loans
Principal:	1,958
Interest:	0
Total:	1,958
Annual Appropriation?:	No
Date Incurred:	12/08/2012
FY of Last Payment:	2019

Staff Costs Repayment

Debt/Obligation Type:	Internal Loans
Principal:	3,106
Interest:	0
Total:	3,106
Annual Appropriation?:	No
Date Incurred:	11/17/2014
FY of Last Payment:	2019

Gas Mains

Debt/Obligation Type:	Internal Loans
Principal:	49,633
Interest:	0
Total:	49,633
Annual Appropriation?:	No

Date Incurred:	09/21/2015
FY of Last Payment:	2019

Electrical Lines

Debt/Obligation Type:	Internal Loans
Principal:	60,865
Interest:	0
Total:	60,865
Annual Appropriation?:	No
Date Incurred:	04/20/2015
FY of Last Payment:	2019

Non-Rebates For CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL

TIF Expenditure Amount:	1,958
Tied To Debt:	Bond Fund
Tied To Project:	Legal Fees

TIF Expenditure Amount:	0
Tied To Debt:	Water Mains
Tied To Project:	Water Mains

TIF Expenditure Amount:	299,426
Tied To Debt:	Bond Fund
Tied To Project:	Prairie Parkway Extension

TIF Expenditure Amount:	3,106
Tied To Debt:	Staff Costs Repayment
Tied To Project:	Administrative Costs

TIF Expenditure Amount:	29,952
Tied To Debt:	Gas Mains
Tied To Project:	Gas Mains

TIF Expenditure Amount:	15,868
Tied To Debt:	Bond Fund
Tied To Project:	Prairie Parkway & Viking

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL (07039)
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH/PINNACLE PRAIRIE COMMERCIAL
 UR TIF INCR
 TIF Taxing District Inc. Number: 07282
 TIF Taxing District Base Year: 2009
 FY TIF Revenue First Received: 2012
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2027

UR Designation	
Slum	No
Blighted	No
Economic Development	01/2007

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	26,856,570	15,724,330	0	0	-27,780	45,293,990	0	45,293,990
Taxable	0	15,291,899	14,151,897	0	0	-27,780	31,677,234	0	31,677,234
Homestead Credits									69

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	11,295,180	31,677,234	5,120,700	26,556,534	727,044

FY 2018 TIF Revenue Received: 166,657

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL (07039)
 TIF Taxing District Name: CEDAR FALLS CITY AG/CEDAR FALLS SCH/PINNACLE PRAIRIE
 COMMERCIAL UR TIF INCR
 TIF Taxing District Inc. Number: 07284
 TIF Taxing District Base Year: 2009
 FY TIF Revenue First Received: 2012
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2027

UR Designation	
Slum	No
Blighted	No
Economic Development	01/2007

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	94,310	0	0	0	0	0	94,310	0	94,310
Taxable	44,796	0	0	0	0	0	44,796	0	44,796
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	277,040	0	0	0	0

FY 2018 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL (07039)
 TIF Taxing District Name: CEDAR FALLS CITY/WATERLOO SCH/PINNACLE PRAIRIE COMMERCIAL UR
 TIF INCR
 TIF Taxing District Inc. Number: 07286
 TIF Taxing District Base Year: 2009
 FY TIF Revenue First Received: 2012
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District
 statutorily ends: 2027

UR Designation	
Slum	No
Blighted	No
Economic Development	01/2007

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	9,924,760	13,154,080	0	0	-27,780	23,051,060	0	23,051,060
Taxable	0	5,651,070	11,838,672	0	0	-27,780	17,461,962	0	17,461,962
Homestead Credits									47

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	38,430	17,461,962	5,461,414	12,000,548	355,203

FY 2018 TIF Revenue Received: 183,653

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL (07039)
 TIF Taxing District Name: CEDAR FALLS CITY AG/WATERLOO SCH/PINNACLE PRAIRIE COMMERCIAL
 UR TIF INCR
 TIF Taxing District Inc. Number: 07288
 TIF Taxing District Base Year: 2009
 FY TIF Revenue First Received: 2012
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District
 statutorily ends: 2027

UR Designation	
Slum	No
Blighted	No
Economic Development	01/2007

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	771,690	0	0	0	0	0	771,690	0	771,690
Taxable	366,550	0	0	0	0	0	366,550	0	366,550
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	991,100	0	0	0	0

FY 2018 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS COLLEGE HILL TIF
 UR Area Number: 07042

UR Area Creation Date: 02/2011

UR Area Purpose: The purpose of this urban renewal area is for economic development in the area locally known as "College Hill" and to alleviate and remediate conditions of blight.

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
CEDAR FALLS CITY/CEDAR FALLS SCH/COLLEGE HILL TIF INCR	07299	07300	0
CEDAR FALLS CITY/CEDAR FALLS SCH CEDAR FALLS COLLEGE HILL TIF SSMID INCR	07315	07316	117,397

Urban Renewal Area Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	11,426,240	9,567,710	0	0	-3,704	25,012,696	0	25,012,696
Taxable	0	6,506,014	8,610,942	0	0	-3,704	18,431,777	0	18,431,777
Homestead Credits									4

TIF Sp. Rev. Fund Cash Balance as of 07-01-2017:

0 0

Amount of 07-01-2017 Cash Balance Restricted for LMI

TIF Revenue: 3,495
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 3,495

Rebate Expenditures: 0
 Non-Rebate Expenditures: 3,495
 Returned to County Treasurer: 0
Total Expenditures: 3,495

TIF Sp. Rev. Fund Cash Balance as of 06-30-2018:

0 0

Amount of 06-30-2018 Cash Balance Restricted for LMI

Projects For CEDAR FALLS COLLEGE HILL TIF**Legal Fees**

Description:	Legal Fees Associated with creation of Urban Renewal Area
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

2215 College St

Description:	New mixed use facility
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

2024 College St

Description:	New mixed use facility
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For CEDAR FALLS COLLEGE HILL TIF

Legal Fees

Debt/Obligation Type:	Internal Loans
Principal:	174
Interest:	0
Total:	174
Annual Appropriation?:	No
Date Incurred:	06/28/2016
FY of Last Payment:	2018

Staff Administrative Costs

Debt/Obligation Type:	Internal Loans
Principal:	6,173
Interest:	0
Total:	6,173
Annual Appropriation?:	No
Date Incurred:	11/21/2016
FY of Last Payment:	2018

Property Tax Rebates

Debt/Obligation Type:	Internal Loans
Principal:	28,738
Interest:	0
Total:	28,738
Annual Appropriation?:	No
Date Incurred:	04/10/2017
FY of Last Payment:	2019

Non-Rebates For CEDAR FALLS COLLEGE HILL TIF

TIF Expenditure Amount:	174
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Tied To Debt:	Legal Fees
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Tied To Project:	Legal Fees
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TIF Expenditure Amount:	3,321
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Tied To Debt:	Staff Administrative Costs
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Tied To Project:	Legal Fees
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Jobs For CEDAR FALLS COLLEGE HILL TIF

Project:	2215 College St
Company Name:	CV Commercial
Date Agreement Began:	04/22/2013
Date Agreement Ends:	06/01/2021
Number of Jobs Created or Retained:	2
Total Annual Wages of Required Jobs:	49,980
Total Estimated Private Capital Investment:	750,000
Total Estimated Cost of Public Infrastructure:	0

Project:	2024 College St
Company Name:	CV Commercial
Date Agreement Began:	08/12/2013
Date Agreement Ends:	06/02/2021
Number of Jobs Created or Retained:	2
Total Annual Wages of Required Jobs:	49,980
Total Estimated Private Capital Investment:	300,000
Total Estimated Cost of Public Infrastructure:	0

TIF Taxing District Data Collection

Local Government Name:	CEDAR FALLS (07G046)
Urban Renewal Area:	CEDAR FALLS COLLEGE HILL TIF (07042)
TIF Taxing District Name:	CEDAR FALLS CITY/CEDAR FALLS SCH/COLLEGE HILL TIF INCR
TIF Taxing District Inc. Number:	07300
TIF Taxing District Base Year:	2010
FY TIF Revenue First Received:	2015
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	02/2011
Economic Development	02/2011

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	11,426,240	78,930	0	0	-3,704	13,484,436	0	13,484,436
Taxable	0	6,506,014	71,037	0	0	-3,704	8,209,301	0	8,209,301
Homestead Credits									4

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	13,759,100	0	0	0	0

FY 2018 TIF Revenue Received: 3,495

TIF Taxing District Data Collection

Local Government Name:	CEDAR FALLS (07G046)
Urban Renewal Area:	CEDAR FALLS COLLEGE HILL TIF (07042)
TIF Taxing District Name:	CEDAR FALLS CITY/CEDAR FALLS SCH CEDAR FALLS COLLEGE HILL TIF SSMID INCR
TIF Taxing District Inc. Number:	07316
TIF Taxing District Base Year:	2010
FY TIF Revenue First Received:	2015
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	9,488,780	0	0	0	11,528,260	0	11,528,260
Taxable	0	0	8,539,905	0	0	0	10,222,476	0	10,222,476
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	8,870,800	2,657,460	117,397	2,540,063	76,525

FY 2018 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR
 UR Area Number: 07043
 UR Area Creation Date: 11/1990

This urban renewal area is intended to foster economic development through new public improvements and land acquisition. This urban renewal plan provides a mechanism for the incremental and gradual development and redevelopment of this area.

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS IND PARK UR TIF INCR	07153	07154	69,285,931
CEDAR FALLS CITY AG/CEDAR FALLS SCH/CEDAR FALLS IND PARK UR TIF INCR	07155	07156	0
CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS IND PARK II AMD 1 INCR	07243	07244	44,499,924
CEDAR FALLS CITY/CEDAR FALLS SCH/NORTHERN CEDAR FALLS INDUSTRIAL PARK UR INCR	07293	07294	4,045,852
CEDAR FALLS CITY AG/CEDAR FALLS SCH/NORTHERN CEDAR FALLS INDUSTRIAL PARK UR INCR	07295	07296	87,430
CEDAR FALLS CITY/CEDAR FALLS SCH CEDAR FALLS IND PKS AMD 5-UNIF HWY 58 TIF INCR	07309	07310	374,840
CEDAR FALLS CITY/CEDAR FALLS SCH CEDAR FALLS AG IND PKS AMD 5-UNIF HWY 58 TIF INCR	07311	07312	0

Urban Renewal Area Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	268,760	2,927,870	113,374,910	28,091,000	0	-3,704	145,049,946	0	145,049,946
Taxable	127,660	1,667,103	102,037,419	25,281,900	0	-3,704	129,433,044	0	129,433,044
Homestead Credits									20

TIF Sp. Rev. Fund Cash Balance as of 07-01-2017: 0 0 **Amount of 07-01-2017 Cash Balance Restricted for LMI**

TIF Revenue: 3,262,886
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 3,262,886

Rebate Expenditures: 466,677
 Non-Rebate Expenditures: 2,796,209
 Returned to County Treasurer: 0
Total Expenditures: 3,262,886

TIF Sp. Rev. Fund Cash Balance as of 06-30-2018: 0 0 **Amount of 06-30-2018 Cash Balance Restricted for LMI**

Projects For CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR

Electrical Extensions

Description:	Electrical Upgrades - Industrial Park
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Gas Services

Description:	Gas Services - Industrial Park
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Water Extensions

Description:	Water Extensions - Industrial Park
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Communication Services

Description:	Communication Services - Industrial Park
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Electric Generation

Description:	Electric Generation - Walter Scott #4
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Bluff St. Lift Station

Description:	Bluff St. Lift Station
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

Reel Deal

Description:	Property Tax Rebates to Reel Deal
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Aerial Services

Description:	Property Tax Rebates to Aerial Services
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Universal Industries

Description:	Property Tax Rebates to Universal Industries
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Target Corporation

Description:	Property Tax Rebates to Target Corporation
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

East Central Iowa Coop

Description:	Property Tax Rebates to East Central Iowa Coop
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Principal Life Insurance

Description:	Property Tax Rebates to Principal Life Insurance
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Highway 58 Pedestrian Bridge

Description:	Pedestrian Bridge
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Highway 58 Intersection Improvements

Description:	Highway 58 Intersectoin Study
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

West Viking Road

Description:	West Viking Road
Classification:	Roads, Bridges & Utilities

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Physically Complete: Yes
Payments Complete: No

Staff Administrative Costs

Description: Staff Administrative Costs
Classification: Administrative expenses
Physically Complete: Yes
Payments Complete: No

Northern Industrial Park

Description: Northern Industrial Park Infrastructure
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Street Improvements

Description: Street improvements in Industrial Park
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Legal Fees

Description: Legal Fees
Classification: Administrative expenses
Physically Complete: Yes
Payments Complete: No

Lot Sales

Description: Lot Sales
Classification: Acquisition of property
Physically Complete: Yes
Payments Complete: No

University Avenue Ph III

Description: University Avenue Ph III
Classification: Roads, Bridges & Utilities
Physically Complete: No
Payments Complete: No

Dry Run Creek Sanitary Sewer

Description: Dry Run Creek Sanitary Sewer Improvements
Classification: Roads, Bridges & Utilities
Physically Complete: No
Payments Complete: No

Land Acquisition

Description:	Industrial Park Land Acquisition
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Industrial Park Patching

Description:	Industrial Park Patching
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR

CFU-Electric Utility

Debt/Obligation Type:	Internal Loans
Principal:	720,618
Interest:	0
Total:	720,618
Annual Appropriation?:	No
Date Incurred:	11/11/2008
FY of Last Payment:	2031

CFU-Electric Utility-Generation

Debt/Obligation Type:	Internal Loans
Principal:	12,266,222
Interest:	0
Total:	12,266,222
Annual Appropriation?:	No
Date Incurred:	11/11/2008
FY of Last Payment:	2031

CFU-Gas Utility

Debt/Obligation Type:	Internal Loans
Principal:	59,735
Interest:	0
Total:	59,735
Annual Appropriation?:	No
Date Incurred:	11/11/2008
FY of Last Payment:	2031

CFU-Water Utility

Debt/Obligation Type:	Internal Loans
Principal:	174,970
Interest:	0
Total:	174,970
Annual Appropriation?:	No
Date Incurred:	11/11/2008
FY of Last Payment:	2031

CFU-Communication Utility

Debt/Obligation Type:	Internal Loans
Principal:	10,162
Interest:	0
Total:	10,162
Annual Appropriation?:	No
Date Incurred:	11/11/2008
FY of Last Payment:	2031

Northern 2009 GO Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,535,153
Interest:	0
Total:	1,535,153
Annual Appropriation?:	No
Date Incurred:	11/21/2009
FY of Last Payment:	2024

General Fund

Debt/Obligation Type:	Internal Loans
Principal:	91,566
Interest:	0
Total:	91,566
Annual Appropriation?:	No
Date Incurred:	11/17/2014
FY of Last Payment:	2019

Bond Fund

Debt/Obligation Type:	Internal Loans
Principal:	482,333
Interest:	0
Total:	482,333
Annual Appropriation?:	No
Date Incurred:	11/08/2012
FY of Last Payment:	2019

Sewer Fund

Debt/Obligation Type:	Internal Loans
Principal:	4,500,000
Interest:	0
Total:	4,500,000
Annual Appropriation?:	No
Date Incurred:	11/17/2014
FY of Last Payment:	2021

Aerial Services

Debt/Obligation Type:	Rebates
Principal:	46,806
Interest:	0
Total:	46,806
Annual Appropriation?:	Yes
Date Incurred:	04/11/2009
FY of Last Payment:	2019

Reel Deal

Debt/Obligation Type:	Rebates
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Principal:	262,328
Interest:	0
Total:	262,328
Annual Appropriation?:	Yes
Date Incurred:	09/20/2008
FY of Last Payment:	2019

Universal Industries

Debt/Obligation Type:	Rebates
Principal:	4,800
Interest:	0
Total:	4,800
Annual Appropriation?:	Yes
Date Incurred:	04/07/2012
FY of Last Payment:	2019

Target Corporation

Debt/Obligation Type:	Rebates
Principal:	142,420
Interest:	0
Total:	142,420
Annual Appropriation?:	Yes
Date Incurred:	12/24/2012
FY of Last Payment:	2019

Principal Life Insurance

Debt/Obligation Type:	Rebates
Principal:	184,370
Interest:	0
Total:	184,370
Annual Appropriation?:	Yes
Date Incurred:	07/25/2011
FY of Last Payment:	2019

East Central Iowa Coop

Debt/Obligation Type:	Rebates
Principal:	95,299
Interest:	0
Total:	95,299
Annual Appropriation?:	Yes
Date Incurred:	11/14/2011
FY of Last Payment:	2019

Street Repair Fund

Debt/Obligation Type:	Internal Loans
Principal:	284,599
Interest:	0
Total:	284,599
Annual Appropriation?:	No

Date Incurred: 02/16/2015
FY of Last Payment: 2018

Street Improvement Fund

Debt/Obligation Type: Internal Loans
Principal: 145,023
Interest: 0
Total: 145,023
Annual Appropriation?: No
Date Incurred: 04/18/2016
FY of Last Payment: 2028

Economic Development Fund

Debt/Obligation Type: Internal Loans
Principal: 721,552
Interest: 0
Total: 721,552
Annual Appropriation?: No
Date Incurred: 11/16/2015
FY of Last Payment: 2019

Non-Rebates For CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR

TIF Expenditure Amount: 0
 Tied To Debt: Sewer Fund
 Tied To Project: Dry Run Creek Sanitary Sewer

TIF Expenditure Amount: 185,187
 Tied To Debt: Northern 2009 GO Bonds
 Tied To Project: Northern Industrial Park

TIF Expenditure Amount: 847,288
 Tied To Debt: CFU-Electric Utility-Generation
 Tied To Project: Electric Generation

TIF Expenditure Amount: 146,935
 Tied To Debt: CFU-Electric Utility
 Tied To Project: Electrical Extensions

TIF Expenditure Amount: 3,631
 Tied To Debt: CFU-Gas Utility
 Tied To Project: Gas Services

TIF Expenditure Amount: 0
 Tied To Debt: CFU-Water Utility
 Tied To Project: Water Extensions

TIF Expenditure Amount: 2,146
 Tied To Debt: CFU-Communication Utility
 Tied To Project: Communication Services

TIF Expenditure Amount: 0
 Tied To Debt: Aerial Services
 Tied To Project: Northern Industrial Park

TIF Expenditure Amount: 82,173
 Tied To Debt: Bond Fund
 Tied To Project: West Viking Road

TIF Expenditure Amount: 0
 Tied To Debt: Bond Fund
 Tied To Project: Highway 58 Pedestrian Bridge

TIF Expenditure Amount: 17,864
 Tied To Debt: Bond Fund
 Tied To Project: Highway 58 Intersection
 Improvements

TIF Expenditure Amount: 39,576
 Tied To Debt: General Fund
 Tied To Project: Staff Administrative Costs

TIF Expenditure Amount: 20,756

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Tied To Debt: Bond Fund
Tied To Project: Northern Industrial Park

TIF Expenditure Amount: 11,953
Tied To Debt: Bond Fund
Tied To Project: Legal Fees

TIF Expenditure Amount: 284,599
Tied To Debt: Street Repair Fund
Tied To Project: Street Improvements

TIF Expenditure Amount: 0
Tied To Debt: Bond Fund
Tied To Project: Land Acquisition

TIF Expenditure Amount: 344,161
Tied To Debt: Bond Fund
Tied To Project: Industrial Park Patching

TIF Expenditure Amount: 809,940
Tied To Debt: Economic Development Fund
Tied To Project: Land Acquisition

Rebates For CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR**Aerial Services**

TIF Expenditure Amount:	23,912
Rebate Paid To:	Aerial Services
Tied To Debt:	Aerial Services
Tied To Project:	Aerial Services
Projected Final FY of Rebate:	2017

Reel Deal

TIF Expenditure Amount:	132,020
Rebate Paid To:	Reel Deal
Tied To Debt:	Reel Deal
Tied To Project:	Reel Deal
Projected Final FY of Rebate:	2017

Universal Industries

TIF Expenditure Amount:	4,800
Rebate Paid To:	Universal Industries
Tied To Debt:	Universal Industries
Tied To Project:	Universal Industries
Projected Final FY of Rebate:	2016

Target Corporation

TIF Expenditure Amount:	142,420
Rebate Paid To:	Target Corporation
Tied To Debt:	Target Corporation
Tied To Project:	Target Corporation
Projected Final FY of Rebate:	2016

Principal Life Insurance

TIF Expenditure Amount:	105,986
Rebate Paid To:	Jones Lang LaSalle
Tied To Debt:	Principal Life Insurance
Tied To Project:	Principal Life Insurance
Projected Final FY of Rebate:	2019

East Central Iowa Coop

TIF Expenditure Amount:	57,539
Rebate Paid To:	East Central Iowa Coop
Tied To Debt:	East Central Iowa Coop
Tied To Project:	East Central Iowa Coop
Projected Final FY of Rebate:	2018

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR (07043)
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS IND PARK UR TIF INCR
 TIF Taxing District Inc. Number: 07154
 TIF Taxing District Base Year: 1989
 FY TIF Revenue First Received: 1993
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	11/1990

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	243,450	58,839,670	21,492,460	0	0	80,575,580	0	80,575,580
Taxable	0	138,618	52,955,703	19,343,214	0	0	72,437,535	0	72,437,535
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	7,489,820	72,437,535	69,285,931	3,151,604	86,282

FY 2018 TIF Revenue Received: 1,924,440

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR (07043)
 TIF Taxing District Name: CEDAR FALLS CITY AG/CEDAR FALLS SCH/CEDAR FALLS IND PARK UR TIF INCR
 TIF Taxing District Inc. Number: 07156
 TIF Taxing District Base Year: 1989
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	11/1990

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	42,330	0	0	0	0	0	42,330	0	42,330
Taxable	20,106	0	0	0	0	0	20,106	0	20,106
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	163,850	0	0	0	0

FY 2018 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name:	CEDAR FALLS (07G046)
Urban Renewal Area:	CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR (07043)
TIF Taxing District Name:	CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS IND PARK II AMD 1 INCR
TIF Taxing District Inc. Number:	07244
TIF Taxing District Base Year:	2002
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	10/2003

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	47,934,820	1,509,540	0	0	49,444,360	0	49,444,360
Taxable	0	0	43,141,338	1,358,586	0	0	44,499,924	0	44,499,924
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	23,900	44,499,924	44,499,924	0	0

FY 2018 TIF Revenue Received: 1,218,284

TIF Taxing District Data Collection

Local Government Name:	CEDAR FALLS (07G046)
Urban Renewal Area:	CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR (07043)
TIF Taxing District Name:	CEDAR FALLS CITY/CEDAR FALLS SCH/NORTHERN CEDAR FALLS INDUSTRIAL PARK UR INCR
TIF Taxing District Inc. Number:	07294
TIF Taxing District Base Year:	2008
FY TIF Revenue First Received:	
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2029

UR Designation	
Slum	No
Blighted	No
Economic Development	10/2009

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,225,640	1,324,570	4,500,000	0	-3,704	8,437,616	0	8,437,616
Taxable	0	1,267,259	1,192,113	4,050,000	0	-3,704	6,828,334	0	6,828,334
Homestead Credits									16

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	4,077,890	4,363,430	4,045,852	317,578	8,694

FY 2018 TIF Revenue Received: 113,901

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR (07043)
 TIF Taxing District Name: CEDAR FALLS CITY AG/CEDAR FALLS SCH/NORTHERN CEDAR FALLS INDUSTRIAL PARK UR INCR
 TIF Taxing District Inc. Number: 07296
 TIF Taxing District Base Year: 2008
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	10/2009

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	226,430	0	0	0	0	0	226,430	0	226,430
Taxable	107,554	0	0	0	0	0	107,554	0	107,554
Homestead Credits									2

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	384,430	0	87,430	-87,430	-1,732

FY 2018 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR (07043)
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH CEDAR FALLS IND PKS AMD 5-UNIF HWY 58 TIF INCR
 TIF Taxing District Inc. Number: 07310
 TIF Taxing District Base Year: 2012
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	458,780	5,275,850	589,000	0	0	6,323,630	0	6,323,630
Taxable	0	261,226	4,748,265	530,100	0	0	5,539,591	0	5,539,591
Homestead Credits									2

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	5,948,790	374,840	374,840	0	0

FY 2018 TIF Revenue Received: 6,261

Item F.2.h.

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR (07043)
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH CEDAR FALLS AG IND PKS AMD 5-UNIF HWY 58 TIF INCR
 TIF Taxing District Inc. Number: 07312
 TIF Taxing District Base Year: 2012
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	100	0	0	0	0

FY 2018 TIF Revenue Received: 0



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Kevin Rogers, City Attorney
DATE: October 16, 2018
SUBJECT: Replacement Deed of Vacated Alley

In 1962 the City Council by Resolution vacated all of the alley in Block 5 in Lincoln Park Addition. The vacated alley used to run between Catherine Street and Division Street. During the same council meeting a separate resolution was passed stating that quit claim deeds to adjoining property owners had been executed.

Unfortunately it appears that at least some of these quit claims were never recorded. It is not known if these deeds were lost or they were not recorded for some other reason. In any event, the current owner of lots adjacent to the vacated alley has asked the City to reissue a quit claim deed to clear up ownership. These owners recently purchased the adjacent property and had assumed that the vacated alley came with the property, but search of records of the County Recorder's office revealed that no deed had been recorded.

It certainly appears to have been the intent of Council to convey the adjoining vacated alley to adjacent property owners, and aerial photos from 2017 reveal that there is no alley in use in that block. Therefore I recommend execution and delivery of a substituted quit claim deed to these owners.

The adjacent owners are Michael B. Geisler and Jeanette A. Geisler, and they own property at 1102 W. 10th Street in Cedar Falls. They own lot No. 1 as well as the East 40 feet of Lot 2 in the Lincoln Park Addition. They would be granted the north half of the vacated alley adjoining their parcel.

The proposed Resolution and Quit Claim Deed are attached for your information.

Please don't hesitate to contact me if you have any questions.

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

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF REPLACEMENT QUIT CLAIM DEED TO MICHAEL B. GEISLER AND JEANETTE A. GEISLER OF THE NORTH HALF OF THE VACATED ALLEY ADJOINING AND LYING SOUTH OF LOT NO. 1 AND ADJOINING AND LYING SOUTH OF THE EAST FORTY (40) FEET OF LOT NO. 2, LINCOLN PARK ADDITION, CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

WHEREAS, by Resolution No. 3454 adopted on July 30, 1962, the City Council of the City of Cedar Falls, Iowa, vacated all of the alley in Block Five (5) in Lincoln Park Addition, Cedar Falls, Iowa, the same being between Catherine Street and Division Street; and

WHEREAS, by said same Resolution, the City Council authorized and empowered the Mayor and the City Clerk to execute and deliver quit claims deeds to adjoining property owners to one-half of that part of said vacated alley adjoining their respective properties; and

WHEREAS, by Resolution No. 3455, also adopted on July 30, 1962, the City Council resolved that said quit claim deeds had been duly executed on the 30th day of July, 1962, by the Mayor and City Clerk, and had been submitted to the City Council for approval, and did further resolve that the deeds to the said adjoining property owners were approved by the City Council; and

WHEREAS, the Quit Claim Deed(s) to that portion of the North half of the vacated alley adjoining Lots 1 & 2, even though executed by the Mayor and City Clerk, and delivered to the then property owners was not recorded and is now lost; and

Item F.2.i.

WHEREAS, the present owners of the adjoining property, namely Michael B. Geisler and Jeanette A. Geisler, have requested that the City Council approve and authorize execution of a replacement Quit Claim Deed of the vacated alley adjoining their property; and

WHEREAS, it now appears that the original Quit Claim Deed(s) was never recorded, and cannot now be found, so a replacement Quit Claim Deed should be approved and that the Mayor and City Clerk should be authorized to execute and deliver said replacement Quit Claim Deed to Michael B. Geisler and Jeanette A. Geisler.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that a replacement Quit Claim Deed to the following-described property, to wit:

The North Half of the Vacated Alley adjoining and lying to the South of Lot No. 1, and adjoining and lying to the South of the East Forty (40) Feet of Lot No. 2, Lincoln Park Addition, Cedar Falls, Black Hawk County, Iowa,

conveying said property to Michael B. Geisler and Jeanette A. Geisler, the present owners of property adjoining the portion of the vacated alley described above, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver said Quit Claim Deed to said property owners, to be recorded by them with the Black Hawk County Recorder along with a certified copy of this Resolution.

PASSED AND APPROVED this 5th day of November, 2018.

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



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)
273-8600

Taxpayer Information: (Name and complete address)

Michael B. Geisler, 1102 W. 10th Street, Cedar Falls, IA 50613

Return Document To: (Name and complete address)

Michael B. Geisler, 1102 W. 10th Street, Cedar Falls, IA 50613

Grantors:

City of Cedar Falls, Iowa

Grantees:

Michael B. Geisler
Jeanette A. Geisler

Legal description: See Page 2

Document or instrument number of previously recorded documents:



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

Legal Division

TO: Mayor Brown and City Council Members

FROM: Colleen Sole, Personnel Specialist & Human Rights Commission Liaison

DATE: October 25, 2018

SUBJECT: **FY19 COOP Agreement with the Iowa Civil Rights Commission**

Attached for your approval is a COOP Agreement between the Cedar Falls Human Rights Commission and the Iowa Civil Rights Commission (ICRC) for FY19. The Agreement allows the City to be compensated for locally processed human rights complaints and assists the State agency in reducing case backlog.

If you have questions regarding the attached, feel free to contact me at 243-2712.

Item F.2.j.

COOPERATIVE AGREEMENT
Between Cedar Falls Human Rights Commission
&
IOWA CIVIL RIGHTS COMMISSION

1. **Definitions:** As used in this Cooperative Agreement the following terms are defined as follows:
 - a) "ICRC" means the Iowa Civil Rights Commission.
 - b) "Local agency" means Cedar Falls Human Rights Commission and must comply with the requirement of Iowa Code §216.19
 - c) "Fiscal Year 2019" runs from July 1, 2018 to June 30, 2019.
2. **Authority:** In order to effectuate the purposes of the "Iowa Civil Rights Act," (ICRA) the ICRC now enters into a Cooperative Agreement with the Cedar Falls Human Rights Commission. Iowa Code §216.19.
3. **Purpose:** Our purpose is to assist local agencies in resolving discrimination complaints and to reduce case backlogs without compromising quality or the integrity of the system. We have designed criteria to ensure an efficient, effective, and coordinated effort between the ICRC and local agencies.
4. **Scope:** Under this Cooperative Agreement, ICRC contracts with the Cedar Falls Human Rights Commission for the satisfactory intake and resolution of complaints whose allegations fall within the prohibitions of Iowa Code §§216.6, 216.6A, 216.7, 216.8, 216.8A, 216.9, 216.10 and 216.11. This Cooperative Agreement does not cover complaints that do not fall within these sections of the Iowa Code.
3. **Period:** This Cooperative Agreement will run during Fiscal Year 2019. There is no commitment on the part of ICRC to contract with the Cedar Falls Human Rights Commission for the resolution of complaints after June 30, 2019.
4. **Total Amount:** The total amount ICRC can be required to spend, as aggregate compensation to all contracting local commissions for work performed under cooperative agreements for Fiscal Year 2019 is \$33,000.00 maximum. If insufficient funds exist for payment of all cases tendered for payment by the contracting Local Commissions, payment shall be allocated on a first-come first-served basis, according to the date of submission of the intakes or resolutions to the ICRC.
5. **Payment Date:** ICRC agrees to provide payment on a quarterly basis based upon satisfaction of the conditions established in this agreement. Payment will be provided for work performed and accepted under this Agreement by the ICRC, and in the case of cases cross-filed with the EEOC or HUD, when credit has been approved by that agency. Payment will be provided only for cases that are determined by the ICRC to be jurisdictional under the ICRA, if the complaints are timely received by the ICRC, and in the case of cases cross-filed with the EEOC or HUD, credit has been approved by that agency. In the case of payment for intake services, ICRC accepts the work if/when ICRC opens the case file corresponding to the intake. Payment is conditioned upon execution of this contract which must be accomplished and returned to the

ICRC no later than September 15, 2018. Agreements presented after that date will be rejected by the ICRC absent prior written approval for late submission by the Director of the ICRC.

6. Payment Schedule*:**

(a) Intakes: See attached Schedule A for breakdown of reimbursement rates based on the timing of receipt of the complaint for housing and non-housing referrals to the ICRC. For purposes of the contract, intake is defined as receipt by the ICRC of a completed, signed, jurisdictional complaint in any area covered by the ICRA, including housing, that are forwarded to the ICRC for processing and investigation, with accompanying release, contact information and jurisdictional review documentation. If the ICRC complaint form is used, it will not be necessary to submit the jurisdictional review documentation. All information noted on the jurisdictional review documentation must be provided to the ICRC with the intake documentation. No payment will be made for non-housing intakes that are more than 60 days old or housing intakes that are more than 30 days old on the date received by the ICRC.

(b) Resolutions: See Schedule A (attached) for definitions and rate of payment based on time received. For purposes of the contract, resolution includes case closures resulting in Satisfactory Adjustments, Administrative Closures for reasons *other than* failure to cooperate or unable to locate, No Probable Cause Orders, Probable Cause Orders or closures after Public Hearings. In the case of administrative closures for failure to cooperate or failure to locate complainant, no reimbursement will be provided. Further, this clause does not apply to resolutions submitted by the local agency to the EEOC or HUD for contract credit or payment by the federal agencies, in which case, the ICRC will provide no payment. Settlement agreements for cross-filed EEOC cases **cannot include** a no-rehire clause or global release and **must indicate** in the agreement itself that the agreement was signed voluntarily. These are EEOC requirements that will not be waived by the EEOC and cannot be waived by the ICRC. Any agreements with language that includes the impermissible language or that is missing the required EEOC voluntary settlement language will be rejected by the ICRC (and EEOC) and no payment will be made until the settlement agreements are revised accordingly. Resolution date shall be the date of receipt of the case closure by the ICRC. In the case of resolutions on complaints cross-filed with the EEOC, if the EEOC refuses credit for the resolution, the ICRC's payment obligations under this agreement shall be extinguished. HUD prohibits ICRC from seeking credit for housing complaints cross-filed with HUD, and any such complaints should be referred to the ICRC for investigation after intake.

(c) Jurisdictional: Any and all complaints submitted for credit and payment must be jurisdictional, including meeting the 300 day limit when the complaint is **received by the ICRC**, and must be a claim under the Iowa Civil Rights Act.

7. Maintenance of Effort: Iowa Code §216.19(2) provides that a city with a population of 29,000 or greater shall to maintain an independent local civil/human rights agency, shall structure and adequately fund

Item F.2.j.

the local human/civil rights agency in order to effect cooperative undertakings with ICRC and to aid in effectuating the purposes of the “Iowa Civil Rights Act,” and when staff is provided, the local agency or commission shall have control over such staff. The ICRC reserves the right to deny payment for closures which appear to have been adversely affected by a failure to comply with this code section or any other reasonable indication of lack of independence or neutrality by the local agency in its investigation of the complaint, and such may serve as grounds justifying termination of this agreement.

8. **Information Sharing:** Pursuant to I.A.C r. 161—11.10, the filing of a complaint or confidential information pertaining to a complaint covered by this agreement may be shared between the parties to this agreement as part of the routine use of such records, to administer the program for which the information is collected.

9. **Confidentiality:** Pursuant to I.A.C r. 161—1.6(4)(e)(4) and Iowa Code Section 215.15(5), the Cedar Falls Human Rights Commission agrees not to disclose the filing of a complaint or confidential information pertaining to a complaint covered by this agreement until the complaint has been officially set for public hearing. Once a complaint has been officially set for public hearing, the Cedar Falls Human Rights Commission agrees not to disclose confidential information pertaining to the complaint that is not publically available, except as allowed by ICRC’s rules.

10. **Reports:** The local agency agrees to submit quarterly reports on the electronic templates provided by the ICRC to ICRC listing each intake and resolution submitted for contract credit or payment under this Agreement. Quarterly Reports are due, as applicable, on **October 5, 2018** (for July 1 – September 30, 2018 activity); **January 5, 2019** (October 1 – December 31, 2018); **April 5, 2019** (for January 1 - March 31, 2019 activity), and **July 15, 2019** (for April 1 - June 30, 2019 activity). Payments under this contract will be made after the Quarterly Reports are completed and submitted to the ICRC. Failure to provide Quarterly reports within 30 days of due date will result in forfeiture of funds for the quarter for which the quarterly report is not timely filed. As a condition of final payment, the local commission must submit, and ICRC must have received, all cases no later than July 15, 2019. Cases submitted after July 15, 2019 will not be paid.

11. **Training.** ICRC and the local agency will cooperate in planning, sponsoring, and conducting necessary complaint processing training for staff and commissioners.

12. This contract recognizes the 300-day filing period for initial complaints, as set forth in Iowa Code Ch. 216, is measured by the day the complaint *is received by the ICRC*, not the day received by the local. Therefore, local commissions **are responsible for ensuring that cases are received by the ICRC within 300 days of the date of the last incident of discrimination.** The local agency agrees that complaints that are not received by the ICRC within the 300 day time limit **are not jurisdictional** on their face and **no payment will be made in that case.** To be considered received by the ICRC, the complaint must be physically received by the ICRC either through mail, fax, personal delivery or by email, by 4:30 pm,

Monday through Friday. The ICRC prefers email (icrc@iowa.gov) over fax, as email has historically been more reliable. Complaints received (or sent by email) after 4:30 pm will be considered filed on the next business day.

13. **Closures.** Closure submissions for case resolutions must include the following closing documents from the local commission: Copies of closures notices sent to all parties by the local commission and a copy of the local commission's findings/decision. *All closure documents including settlement agreements and withdrawals must include local and state case numbers, and when cross-filed with EEOC, federal case number.* Payment may be denied if closure papers or settlement agreements do not include case numbers, or if any case number is incorrect. ICRC may be required to obtain a full copy of the case file maintained by the local commission. The copies should be provided to ICRC at no cost and within two weeks of request.

If required by your local protocol, ordinance or practice, separate signature lines have been provided for your Mayor and Commission Chair.

Mayor



Chairperson, Cedar Falls Human Rights Commission

Date



Date

Kristin H. Johnson, Director, Iowa Civil Rights Commission

Date

Item F.2.j.

SCHEDULE A

***The following summarizes the payment schedule.

Intake: (See definition for Intake below)	Complaint sent to ICRC for processing and investigation within 7 days (housing) or 30 days (non-housing) of initial filing date with local agency.	\$500 for housing cases eligible for cross-filing with HUD; \$250 for employment cases eligible for cross-filing with EEOC; \$125 for cases not eligible for cross-filing
	Complaint sent to ICRC for processing and investigation greater than 7 days but within 30 days (housing); greater than 30 days but within 60 days (non-housing) of initial filing date with local agency.	\$250 for housing cases eligible for cross-filing with HUD; \$150 for employment cases eligible for cross-filing with EEOC; \$75 for cases not eligible for cross-filing
	Complaint sent to ICRC for processing and investigation greater than 30 days (housing) or 60 days (non-housing) of initial filing date with local agency.	\$0
Resolutions for Non-housing Cases: (See definition for Resolutions below)	Complaint Resolutions sent to ICRC for closure processing within 180 days of initial filing date with local agency.	\$325 for cases eligible for cross-filing with EEOC; \$100 for cases not eligible for cross-filing
	Complaint Resolutions sent to ICRC for closure processing greater than 180 days but within 600 days of initial filing date with local agency.	\$200 for cases eligible for cross-filing with EEOC; \$50 for cases not eligible for cross-filing
	Complaint Resolutions sent to ICRC for closure processing greater than 600 days of initial filing date with local agency.	\$0

For the purpose of this contract the definition for the terms of payments are as follows:

“INTAKE”

A completed and signed complaint that meets the jurisdictional requirements of ICRA and forwarded to the ICRC for initial processing and investigation with accompanying release, contact information and jurisdictional review documentation.

“RESOLUTIONS”

Case closures resulting in an administrative closure (except for failure to cooperate or locate Complainant); conciliated and settled cases; satisfactory adjustments; No Probable Cause Orders; Probable Cause Orders; and closures after Public Hearing.

“INITIAL FILING”

Initial filing date will be determined by local file-stamp receipt date shown on the complaint. All complaints must show a local file-stamp receipt date. Credit may be rejected for complaints without a local file-stamp receipt date.

For the purpose of this contract the definition for the terms of payments are as follows:

“INTAKE”

A completed and signed complaint that meets the jurisdictional requirements of ICRA and forwarded to the ICRC for initial processing and investigation with accompanying release, contact information and jurisdictional review documentation.

“RESOLUTIONS”

Case closures resulting in an administrative closure (except for failure to cooperate or locate Complainant); conciliated and settled cases; satisfactory adjustments; No Probable Cause Orders; Probable Cause Orders; and closures after Public Hearing.



**MUNICIPAL OPERATIONS AND PROGRAMS DEPARTMENT
RECREATION & COMMUNITY PROGRAMS 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: October 17, 2018
RE: Request to Re-name Building

The Park and Recreation Commission is requesting permission to change the name of the building located at 110 East 13th Street.

The signage on the main street side of the building, the LED sign located at the corner of 12th and Main, and the signage as you enter the parking lot all currently say "Cedar Falls Recreation and Community Center". This request is to change the signage to "Recreation and Fitness Center".

We constantly have people coming into the Rec Center, often from out of town, looking for an event they want to attend that is held at the "Community Center", which is located next to the Library. Those citizens are often seniors who struggle with mobility and are frustrated they did not end up at the right location. Re-naming the building would help eliminate this confusion.

From a marketing standpoint, staff feels changing the name to "Recreation and Fitness Center" more appropriately states what we are about and will help promote our services. Staff considered the replacing "Fitness" with "Wellness" but UNI has the WRC or "Wellness and Recreation Center" which could be confusing to people as well.

Since the building is located in Cedar Falls it seems redundant to state the building is the "Cedar Falls Recreation and Fitness Center" so it is recommended to drop the "Cedar Falls" from the title. This would allow the lettering on the street signs to be larger and take advantage of the marketing our facility better.

The building will still go by the "Rec Center" in conversations and those around town who have used our facility for one reason or another. But in all printed material and the internet we will be the Recreation and Fitness Center.

The Park and Recreation Commission approved this proposal unanimously at their meeting on October 11, 2018.

Thank you for your consideration. Please let me know if you have any questions.



Cedar Falls Recreation Center



Ward Stubbs Department of Human & Leisure Services Administration Offices

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CEDAR FALLS RECREATION CENTER

Ward Stubbs Department of Human & Leisure Services Administration Offices

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**CEDAR FALLS
RECREATION &
COMMUNITY CENTER**

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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, Engineering Technician II

DATE: October 29, 2018

SUBJECT: University Avenue Reconstruction Project
City Project Number RC-000-3114

The proposed University Avenue Reconstruction Project will reconstruct University Avenue from Highway 58 East to the City limits at Midway. The project will reconstruct University Avenue as a 4 lane road with round-a-bouts at various locations. The construction of the project began in the spring of 2016 and will continue through 2018.

In order for the University Avenue Reconstruction Project to be constructed, the City needs to acquire a permanent easement from Parcel 162. We recommend that the City Council approve Parcel 162 Permanent Easement and record all acquisition documents at the black hawk county courthouse.

Xc: Stephanie Houk Sheetz, Interim Director of Community Development
Jon Resler, City Engineer

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)243-2711
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

PERMANENT UTILITY EASEMENT AGREEMENT

The undersigned 523 Investments, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) 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 the storm sewer, 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 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 F.2.I.

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:

523 Investments
by: Renee Nissen President

1. For an acknowledgment in an individual capacity:

State of _____

County of _____

This record was acknowledged before me on _____

_____ (Date) by _____

_____ Name(s)
of individual(s).

Signature of notarial officer

Stamp

[_____] Title of Office

[My commission expires: _____]

2. For an acknowledgment in a representative capacity:

State of Iowa

County of Cedar

This record was acknowledged before me on _____

August 22 2018 (Date) by Renee Nissen

_____ Name(s) of individual(s) as President of 523 Investments

_____ (type of authority, such as officer or trustee)

of 523 Investments
(name of party on behalf of whom record was executed).

Wendy L. Tinkler
Signature of notarial officer

Stamp



[
Title of Office

[My commission expires: 4/23/19]

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.

Item F.2.I.

Notary Public in and for the State of Iowa

My Commission Expires: _____

Index Legend

Location:	Lot 44, Valley Park Addition
Requestor:	City of Cedar Falls
Proprietor:	523 Investments, LLC
Surveyor:	Jody Budde
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	8191 Birchwood Court, Suite L Johnston, IA 50131 (515) 254-1393

Item F.2.I.

PERMANENT EASEMENT

EXHIBIT "A"

PERMANENT UTILITY EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
UNIVERSITY AVENUE IMPROVEMENTS
PARCEL 162

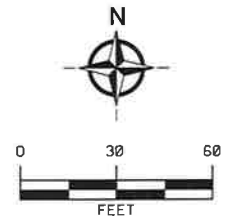
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 44 OF VALLEY PARK ADDITION TO CEDAR FALLS, IOWA, AS RECORDED IN BOOK L, PAGE 65 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

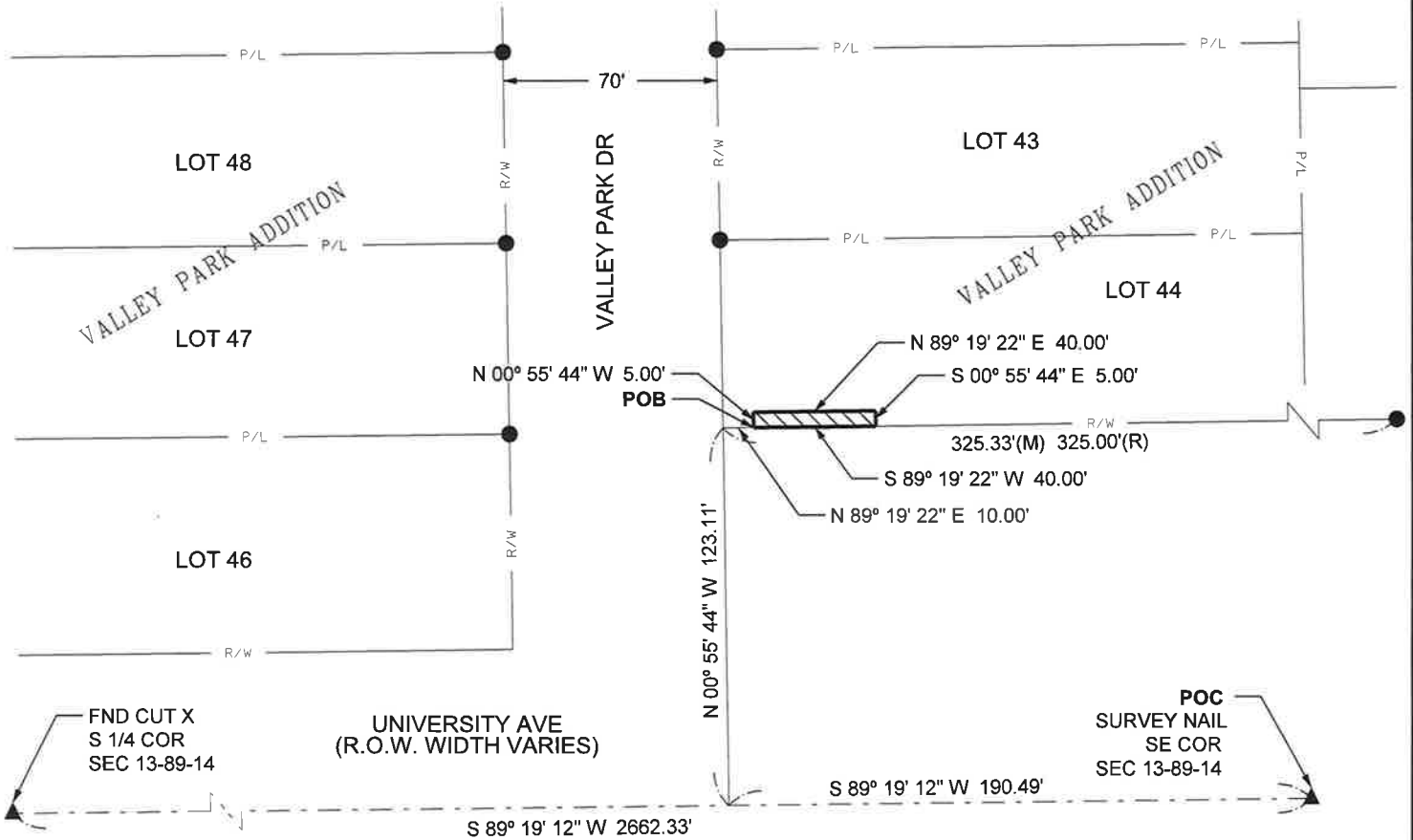
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE SOUTH 89° 19' 12" WEST, 190.49 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13 TO THE EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF VALLEY PARK DRIVE; THENCE NORTH 00° 55' 44" WEST, 123.11 FEET ALONG THE EXTENSION OF SAID EAST RIGHT-OF-WAY LINE TO THE NORTH RIGHT-OF-WAY LINE OF UNIVERSITY AVENUE; THENCE NORTH 89° 19' 22" EAST, 10.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE NORTH 00° 55' 44" WEST, 5.00 FEET; THENCE NORTH 89° 19' 22" EAST, 40.00 FEET; THENCE SOUTH 00° 55' 44" EAST, 5.00 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 89° 19' 22" WEST, 40.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

PROPERTY OWNER:

523 INVESTMENTS LLC
120 GOLFOVIEW DR
DURANT, IOWA 52747
DOCUMENT 2014 - 21651



SAID PARCEL CONTAINS 200 SQUARE FEET OR 0.005 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PINCHED PIPE (UNLESS NOTED)
- SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- R/W - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P/L - PROPERTY LINE
- ▨ PERMANENT UTILITY EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2015

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.



JODY A. BUDDÉ, P.L.S.

License Number: 22847

My license renewal date is DECEMBER 31, 2018.

Pages or sheets covered by this seal: 1 of 1

8-27-2018
DATE

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600

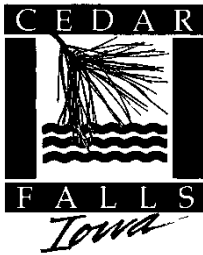


Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
A 50131-2931

-331- i-254-1393 Fax: 515-254-1642

SHEET
1 OF 1

FOTH PROJECT NO. 14C017-01 DATE: 8/27/2018



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 www.cedarfalls.com

*Administration Division ♦ Planning & Community Services Division
 Phone: 319-273-8600 Fax: 319-273-8610*

*Engineering Division ♦ Inspection Services Division
 Phone: 319-268-5161 Fax: 319-268-5197*

*Water Reclamation Division
 Phone: 319-273-8633 Fax: 319-268-5566*

TO: Honorable Mayor James P. Brown and City Council
FROM: Terra Ray, Engineer Tech II
DATE: October 31, 2018
SUBJECT: W. 1st Street Reconstruction Project - Property Acquisitions
 Project # RC-000-3118
 State Project # STP-57-2(28)-2C-07

The City of Cedar Falls is working with the Iowa Department of Transportation on the reconstruction to W. 1st Street from Hudson Road to the Center/Franklin Street intersection. The project is in the final design phase, acquisitions of the necessary right of way needs are underway to meet the DOT and City's funding years for construction. The utilities and other infrastructure work will be started early next year. The road construction will take place in 2019-2020. This project includes a total reconstruction of the roadway from a four lane to a five lane facility. The project identifies the need for total acquisitions from three (3) properties and partial acquisitions from 68 properties.

Appraisals and offers are gradually being sent to the properties affected by this corridor reconstruction project. The owners of the following properties have accepted our offer.

Parcel #	Owner	Address	Acquisition Type
52	Mark J Shatek Amy K. Shatek	810 W. 1 st Street	Fee
22	Tracy J. McCunniff Julia M. McCunniff	933 W. 1 st Street	Fee Permanent and Temporary Easement
58	Cody T. Hild Megan M. Hild	920 W. 1 st Street	Fee Temporary Easement
47	Quentin R. Henry Bertha E. Henry	622 W. 1 st Street	Fee Temporary Easement
51	Tyon V. Kimble Lynn Kimble	103 Olive Street	Fee Temporary Easement
15	Garrett Shannon	1103 W. 1 st Street	Fee Permanent and Temporary Easement
61	Independent School District of Cedar Falls	1002 W. 1 st Street	Fee Temporary Easement

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4	Schuerman's 66 Inc.	1505 W. 1 st Street	Fee Temporary Easement
31	Daniel F & Lynne Jordan	701 W. 1 st Street	Temporary Easement
25	Bendable Equities LLC	9009-9011 W. 1 st Street	Fee Permanent and Temporary Easement
48	Thomas Pounds Dorinda Pounds	704-706 W. 1 st Street	Fee Relocation Reimbursement
19	Sage Woodyard	1013 W. 1 st Street	Fee Permanent and Temporary Easement
69	Marilyn I. Andersen	1222 W. 1 st Street	Fee Temporary Easement
12	Harrington's Rental LLC	1123 W. 1 st Street	Fee Permanent and Temporary Easement
3	Loco Rentals LLC	1525 W. 1 st Street	Partial Acquisition Temporary Easement Tenant Agreement
21	Seth & Allie Neitzke	1001 W. 1 st Street	Partial Acquisition Public Utility Easement Temporary Easement
45	McDonalds	610 W. 1 st Street	Partial Acquisition Temporary Easement Tenant Agreement
46	Donald Hurst	616 W. 1 st Street	Partial Acquisition Temporary Easement Tenant Agreement
59	James & Carol Steinbrech	924-926 W. 1 st Street	Partial Acquisition Temporary Easement Tenant Agreement
62	Burton Newgard	1018 W. 1 st Street	Partial Acquisition Temporary Easement
71	MNN Enterprises, Inc.	1310 W. 1 st Street	Partial Acquisition Temporary Easement Tenant Agreement

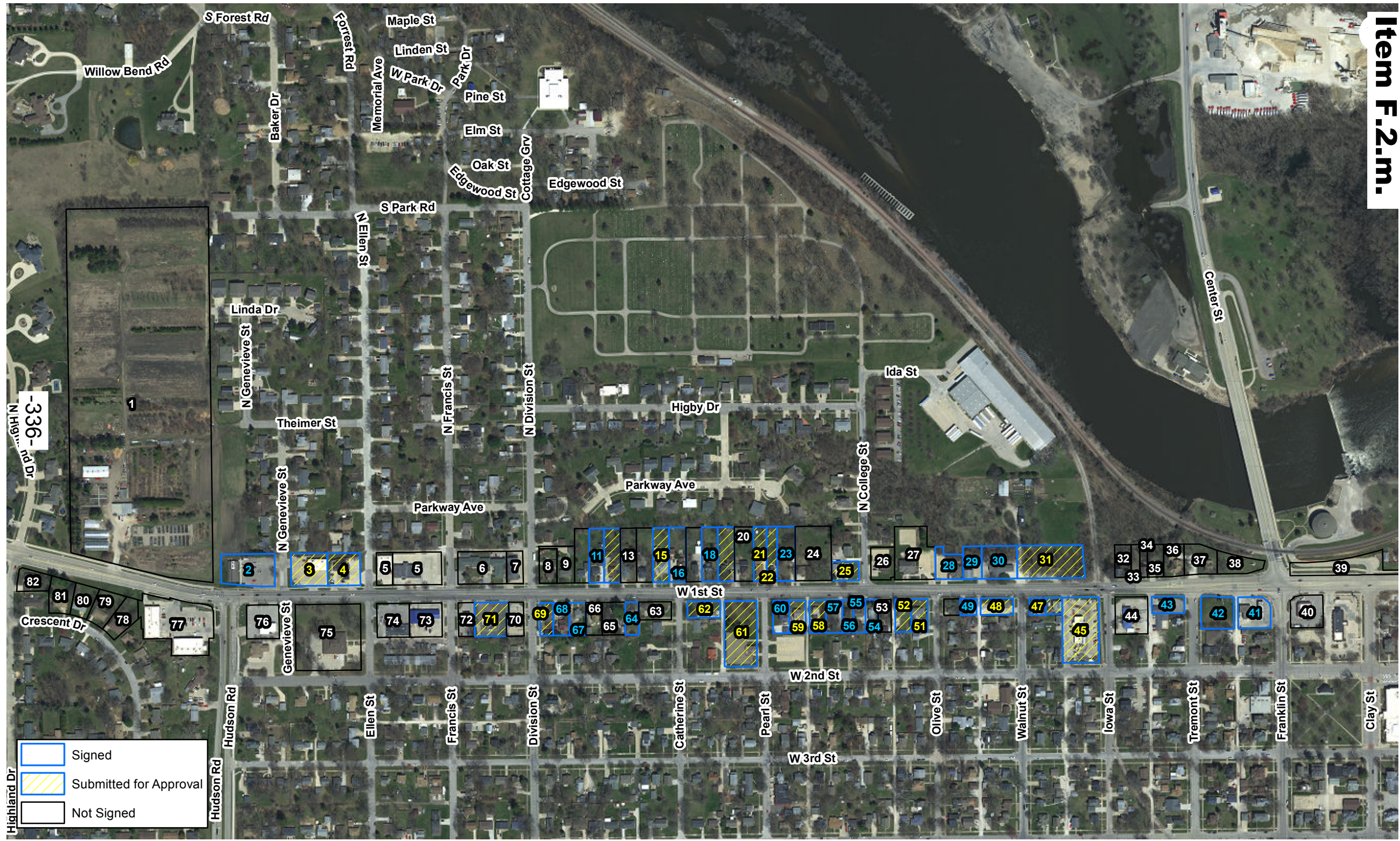
Attached is a map that identifies the location of these properties.

The City will use federal funds for the design and right of way portion of this project. Per an agreement with the DOT approved on August 7, 2017, the city will be the lead in property acquisition and design. All eligible project costs will be split 50% City and 50% DOT which includes engineering, right of way, construction and construction administration. The city signed as agreement with Snyder and Associates on September 5, 2017 for these services. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY18 and FY20 under item number 91. If approved, the City Attorney will prepare the necessary closing documents and staff will complete the acquisition process for these parcels.

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

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

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



336 - rd Dr

-  Signed
-  Submitted for Approval
-  Not Signed

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 810 W. 1st St. COUNTY TAX PARCEL NO.8914-12-152-003
PARCEL NO. 52
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this _____ day of _____, 2018, by and between Mark J. Shatek and Amy K. Shatek, Seller, and the City of Cedar Falls, Iowa, Buyer.

The Seller agrees to sell and furnish to the Buyer a warranty deed, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **All of Lot 1, Block 3, Brown & Overmans Addition to the City of Cedar Falls, Iowa**
(810 W. 1st St. Cedar Falls, IA 50613)

FEE Acquisition

All of Lot 1, Block 3, Brown & Overmans Addition to the City of Cedar Falls, Iowa

and which include the following improvements of whatever type situated on the premises:

1. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed, conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____

Item F.2.m.

\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>129,500.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>129,500.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title _____	sq. ft.	\$ _____
Permanent Utility Easement _____	sq. ft.	\$ _____
Temporary Easement _____	sq. ft.	\$ _____
Miscellaneous/Other _____		\$ _____
Buildings _____		\$ _____
Severance Damages _____		\$ _____

4. The Seller warrants that there are no tenants on the premises holding under lease except: NONE.
5. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: Mark J. and Amy K. Shatek – 9121 W. Cedar Wapsi Rd. Cedar Falls, IA 50613

6. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 4 pages.
7. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
9. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
10. The Seller shall have five years from the date of settlement to renegotiate construction or

maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

- 11. The seller as part of this agreement may retain the washing machine, clothes dryer, refrigerator and stove currently in property.

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.

Mark J. Shatek 10/1/18
Mark J. Shatek Date

Amy K. Shatek 10/1/18
Amy K. Shatek Date

- 1. For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on _____

Oct. 1, 2018 (Date) by Mark J. Shatek

and Amy K. Shatek
Name(s) of individual(s).

[Signature]
Signature of notarial officer



BUYER'S APPROVAL

Item F.2.m.

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 933 W. 1st St. COUNTY TAX PARCEL NO.8914-11-228-017
PARCEL NO. 22
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between Tracy J. McCunniff and Julia M. McCunniff, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition
See attached

Permanent Utility Easement
See attached

Temporary Easement
See attached

and which include the following improvements of whatever type situated on the premises:

_____.

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an

Item F.2.m.

interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>5,392.80</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>5,395.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>322</u>	sq. ft.	<u>\$ 2,898.00</u>
Permanent Utility Easement	<u>420</u>	sq. ft.	<u>\$ 1,890.00</u>
Temporary Easement	<u>420</u>	sq. ft.	<u>\$ 604.80</u>
Miscellaneous/Other	_____		<u>\$ _____</u>
Buildings			<u>\$ _____</u>
Severance Damages			<u>\$ _____</u>


5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: _____

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 9 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.



9-3-18
Julia M. McCunniff
9-3-18
 Tracy J. McCunniff Date Julia M. McCunniff Date

For an acknowledgment in an individual capacity:

State of Iowa
County of Black Hawk

This record was acknowledged before me on September 3rd, 2018

by Tracy J and Julia M McCunniff Name(s) of individual(s)


Signature of notarial officer

Jeffrey J Morrow
Printed name of notarial officer



June 14, 2019
My commission expires

Item F.2.m.

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

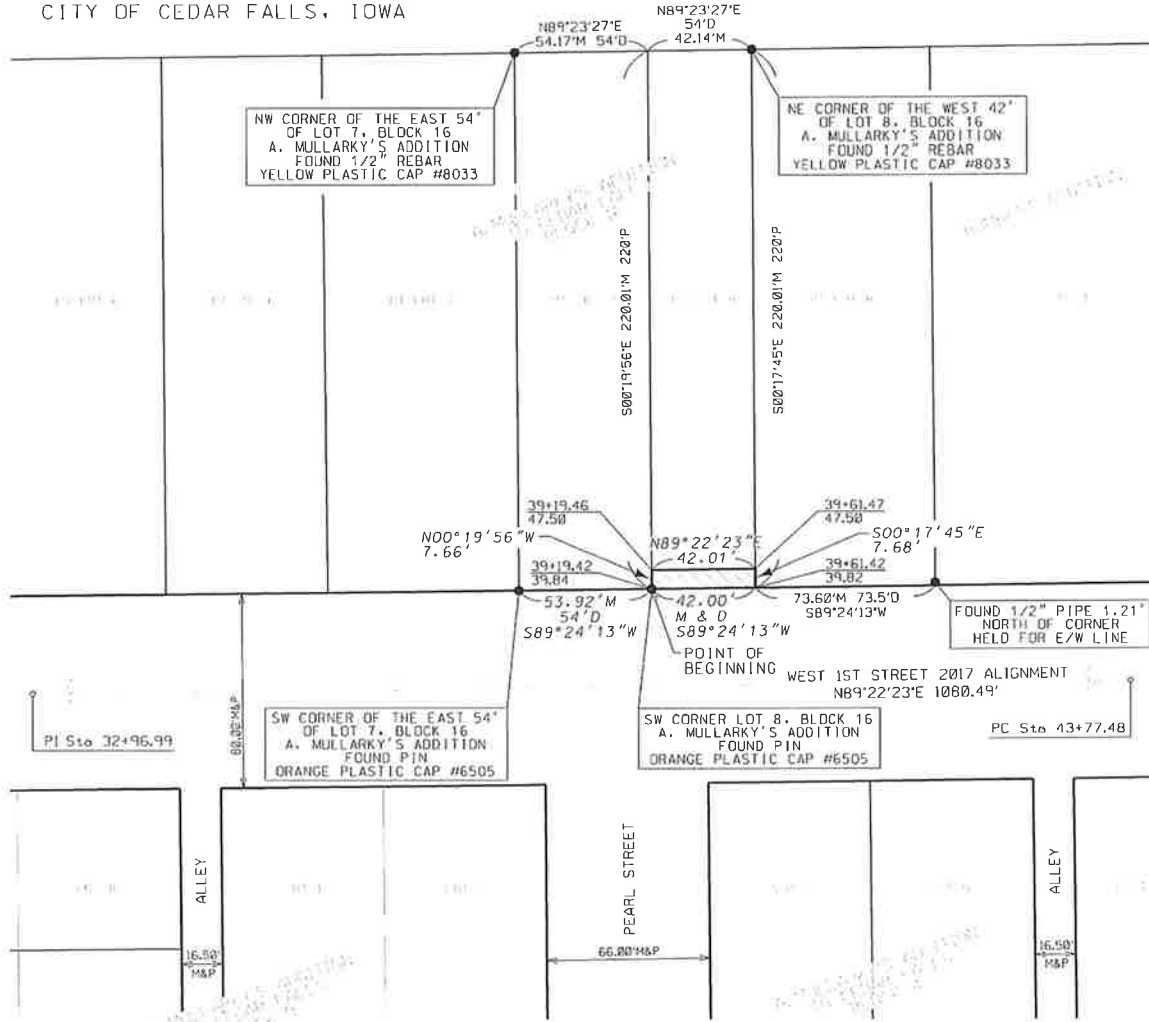
This instrument was acknowledged before me on the _____ day of _____, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 22
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 322 S.F. AC. EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM TRACY J. & JULIA M. McCUNIFF

CITY OF CEDAR FALLS, IOWA

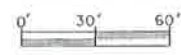


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Tracy J. McCuniff 2-18-2018
TERRY COADY DATE:
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: _____
EXHIBIT "A" ONLY



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



DATE REVISED _____
DATE DRAWN JANUARY 29, 2018 SCALE 1" = 60'

Item F.2.m.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 22

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 8 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°19'56" WEST ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 7.66 FEET; THENCE NORTH 89°22'23" EAST, 42.01 FEET TO THE EAST LINE OF THE WEST 42.00 FEET OF SAID LOT 8; THENCE SOUTH 00°17'45" EAST ALONG SAID EAST LINE, 7.68 FEET TO THE SOUTHEAST CORNER OF SAID WEST 42.00 FEET OF LOT 8; THENCE SOUTH 89°24'13" WEST, 42.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (322 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

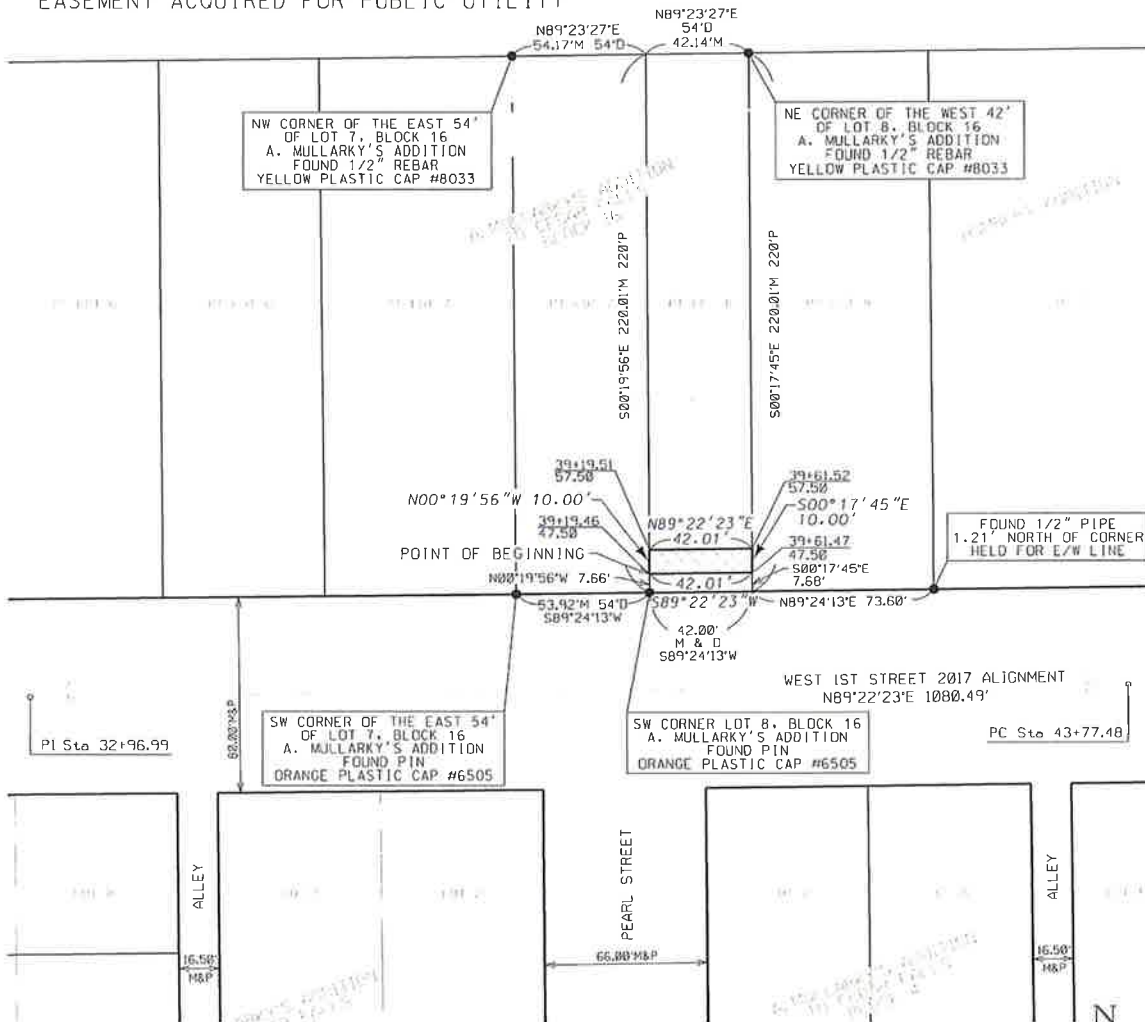
NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 22
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE _____ AC, EASE 420 S.F. EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM TRACY J. & JULIA M. McCUNIFF

CITY OF CEDAR FALLS, IOWA
EASEMENT ACQUIRED FOR PUBLIC UTILITY

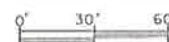


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coody 2-18-2018
TERRY COODY DATE:
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: _____
EXHIBIT "A" ONLY



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



DATE REVISED _____

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

Item F.2.m.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 22

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 8, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 8, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°19'56" WEST ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 7.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°19'56" WEST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH 89°22'23" EAST, 42.01 FEET TO THE EAST LINE OF THE WEST 42.00 FEET OF SAID LOT 8; THENCE SOUTH 00°17'45" EAST ALONG SAID EAST LINE, 10.00 FEET; THENCE SOUTH 89°22'23" WEST, 42.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (420 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

LEGEND

- PROPOSED TEMPORARY EASEMENT
 - PROPOSED FEE TITLE
 - PROPOSED PERMANENT EASEMENT *
 - PROPOSED ROADWAY
 - PROPOSED SIDEWALK
 - PROPOSED DRIVEWAY/PARKING LOT
 - EXISTING RIGHT-OF-WAY
 - LOT LINE
 - PROPOSED STORM SEWER
 - W PROPOSED WATER MAIN
 - PROPOSED WATER SERVICE
 - PROPOSED SANITARY SEWER
 - PROPOSED SANITARY SERVICE
 - RETAINING WALL
- * INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 22 - TRACY J. & JULIA M. McCUNIFF

SCALE:
1" = 40'

DATE:
02/08/2018

PROJECT #:
STP-57-2(28)--2G-07



#PLTORVLE
#SPENTLLE
#SHEETNAME

#FILEL
#DATE
#USER

Item F.2.m.

WHEN RECORDED RETURN TO:
City Clerk – City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Preparer Information: _____

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Tracy J. and Julia M. McCunniff, of the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Cedar Falls, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit A Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Utility

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor and its grantees, acknowledge the existing structures, plantings, and fencing remaining inside the Easement following construction of the West 1st Street Improvements Project may remain until such time use of the Easement area is needed by the City. Grantor and its grantees, further acknowledge should removal of existing structures, plantings, and fencing be required after the Project that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, and fencing removed from within the Easement area.

Grantor does hereby covenant that Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

Item F.2.m.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 22

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 8, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 8, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH $00^{\circ}19'56''$ WEST ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 7.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH $00^{\circ}19'56''$ WEST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH $89^{\circ}22'23''$ EAST, 42.01 FEET TO THE EAST LINE OF THE WEST 42.00 FEET OF SAID LOT 8; THENCE SOUTH $00^{\circ}17'45''$ EAST ALONG SAID EAST LINE, 10.00 FEET; THENCE SOUTH $89^{\circ}22'23''$ WEST, 42.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (420 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH $89^{\circ}24'13''$ EAST.

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by Tracy J. and Julia M. McCunniff, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Item F.2.m.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

[Signature] 9-3-18 Julia M. McCunniff 9-3-18
Tracy J. McCunniff Date Julia M. McCunniff Date

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

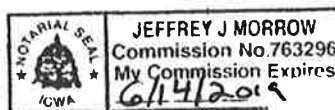
This record was acknowledged before me on September 3rd, 2018

by Tracy J and Julia M McCunniff Name(s) of individual(s)

[Signature]
Signature of notarial officer

Jeffrey J Morrow
Printed name of notarial officer

June 14, 2019
My commission expires



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

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

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

Notary Public in and for the State of Iowa

My Commission Expires:

Item F.2.m.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 22 - TRACY J. & JULIA M. McCUNIFF

SCALE:
 1" = 40'

DATE:
 02/08/2018

PROJECT #:
 STP-57-2(28)--2G-07



#PLOTORVL#
 #PENTBL#
 #SHEETNAME#

#FILE#
 #DATE#
 #USER#

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(515) 964-2020
(319)273-8600

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 920 W. 1st St.

COUNTY TAX PARCEL NO.8914-11-278-003

PARCEL NO. 58

PROJECT NO. STP-57-2(28)-2C-07

PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between Cody T. Hild and Megan M. Hild, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition

See attached

Temporary Easement

See attached

and which include the following improvements of whatever type situated on the premises:

_____.

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Item F.2.m.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>6,438.28</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>6,440.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>412</u>	sq. ft.	\$ <u>3,708.00</u>
Permanent Utility Easement	_____	sq. ft.	\$ _____
Temporary Easement	<u>962</u>	sq. ft.	\$ <u>1,385.28</u>
Miscellaneous/Other	<u>Wall</u>		\$ <u>1,345.00</u>
Buildings			\$ _____
Severance Damages			\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: NONE.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: _____

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint

Item F.2.m.

2. For an acknowledgment in a representative capacity:

(Business Name, Trustee, name of person signing on behalf of)

State of _____

County of _____

This record was acknowledged before me on _____

_____ (Date) by _____

Name(s) of individual(s) as _____

_____ (type of authority, such as officer or trustee)

of _____
(name of party on behalf of whom record was executed) .

Signature of notarial officer

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

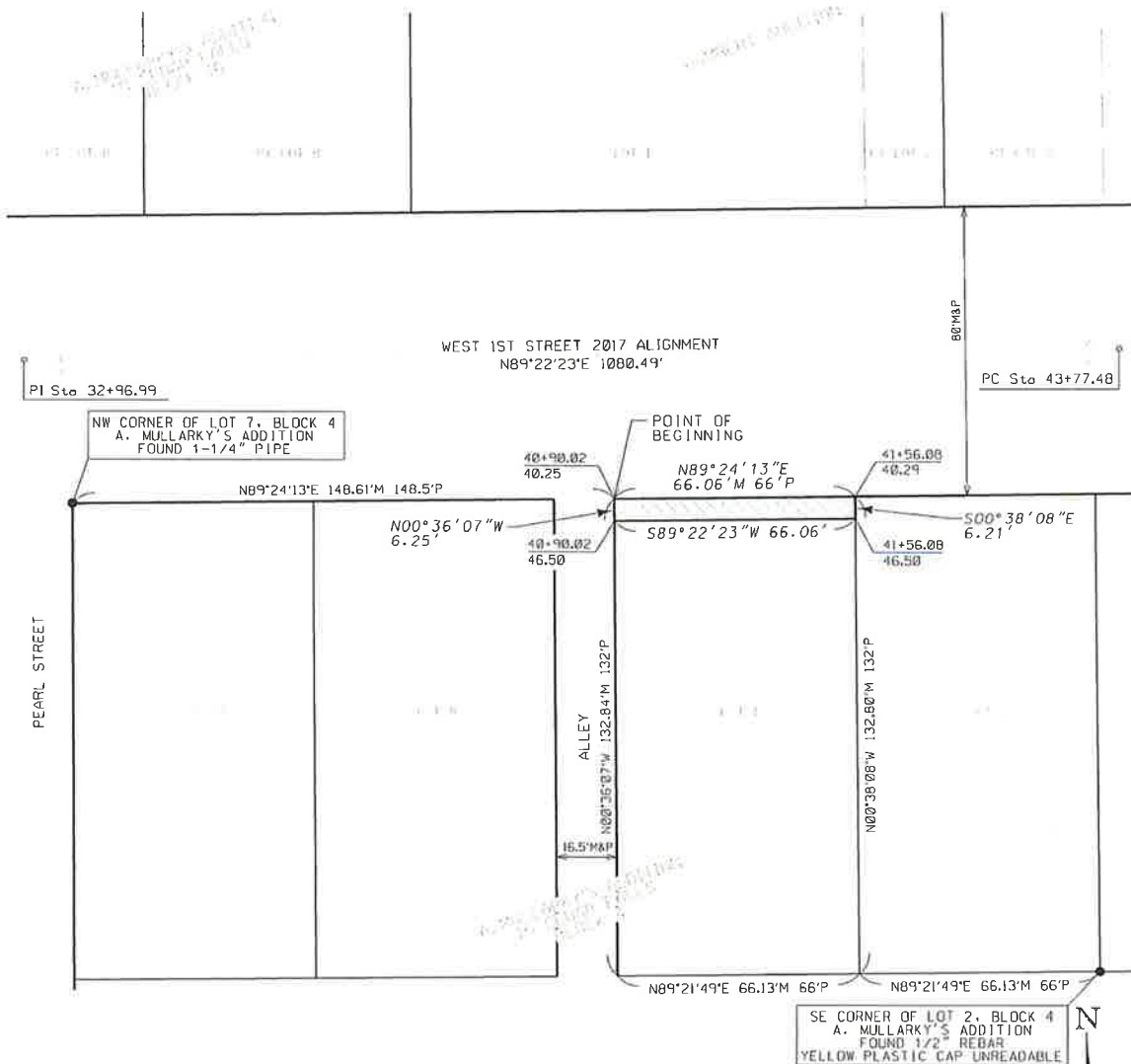
IOWA DEPARTMENT OF TRANSPORTATION

ACQUISITION PLAT

EXHIBIT "A"

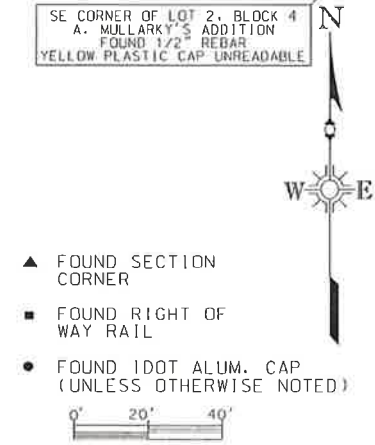
COUNTY BLACK HAWK STATE CONTROL NO. _____
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 58
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE 412 S.F. ~~AC~~, EASE _____ AC EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM CODY HILD AND MEGAN HILD

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coats 7-18-2018
 TERRY COATS DATE:
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: _____
 EXHIBIT "A" ONLY



DATE REVISED _____

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 40'

Item F.2.m.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 58

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

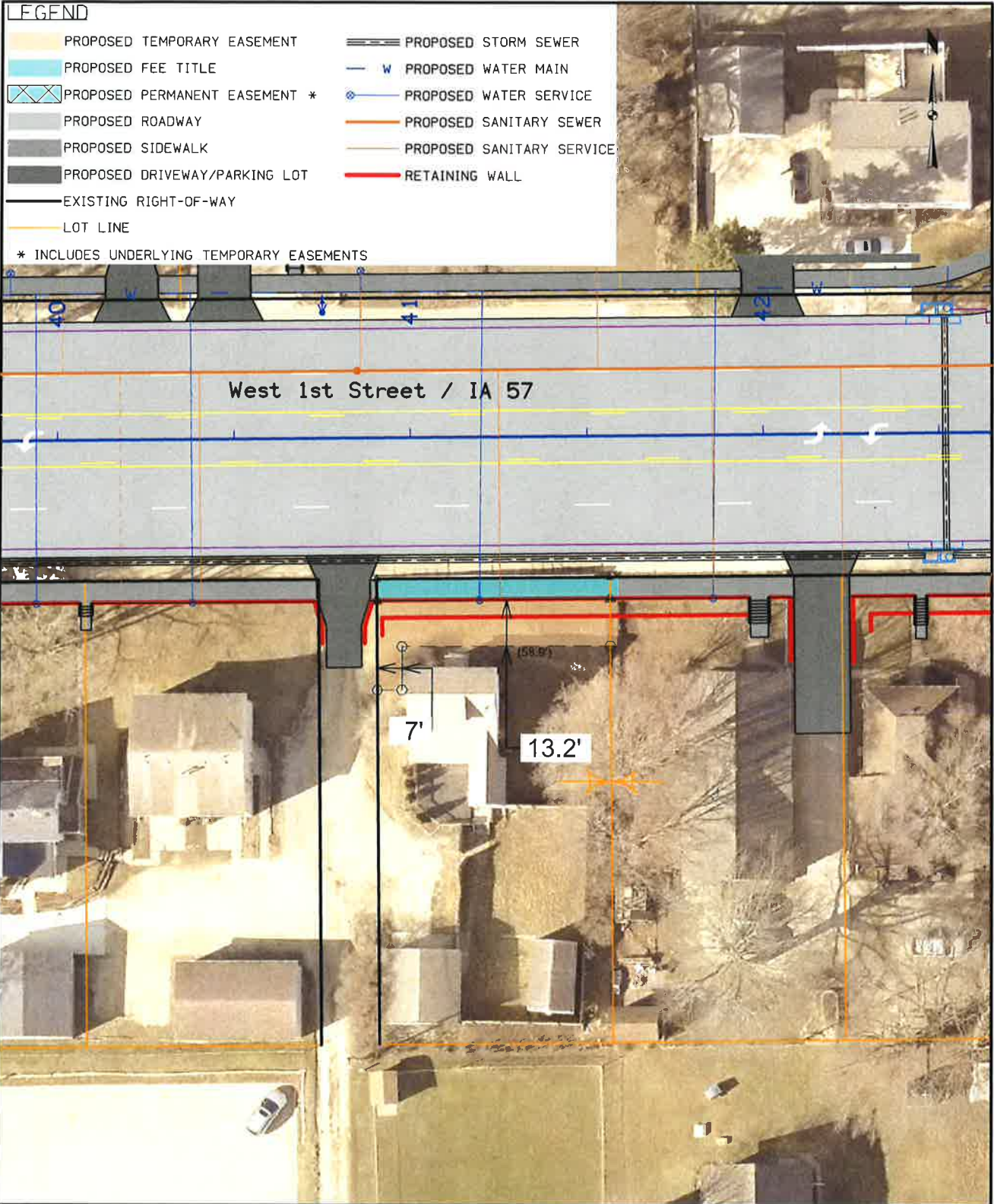
A PART OF LOT 1 OF, BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7, OF SAID BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 148.61 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 66.06 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°38'08" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 6.21 FEET; THENCE SOUTH 89°22'23" WEST, 66.06 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°36'07" WEST ALONG SAID WEST LINE, 6.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (412 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 4 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 58 - CODY & MEGAN HILD

SCALE: 1" = 40'
 DATE: 02/08/2018
 PROJECT #: STP-57-2(28)--2G-07



SPLOTORVLS
 SPENTIBLLS
 SPNEETVAVMS

SPFILEL
 SPDATES
 SPUSERS

Item F.2.m.

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by Cody Hild and Megan Hild, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Cody T. Hild 9.27.18
Cody Hild Date

Megan Hild 9/27/18
Megan Hild Date

1. For an acknowledgment in a representative capacity:

State of IOWA

County of BLACK HAWK

This record was acknowledged before me on 9/27/18 (Date)

by CODY T. HILD & MEGAN HILD Name(s) of individual(s)

as OWNERS (type of authority, such as officer or trustee)

of _____
(name of party on behalf of whom record was executed).

Mary Ann Carnock
Signature of notarial officer



Item F.2.m.

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

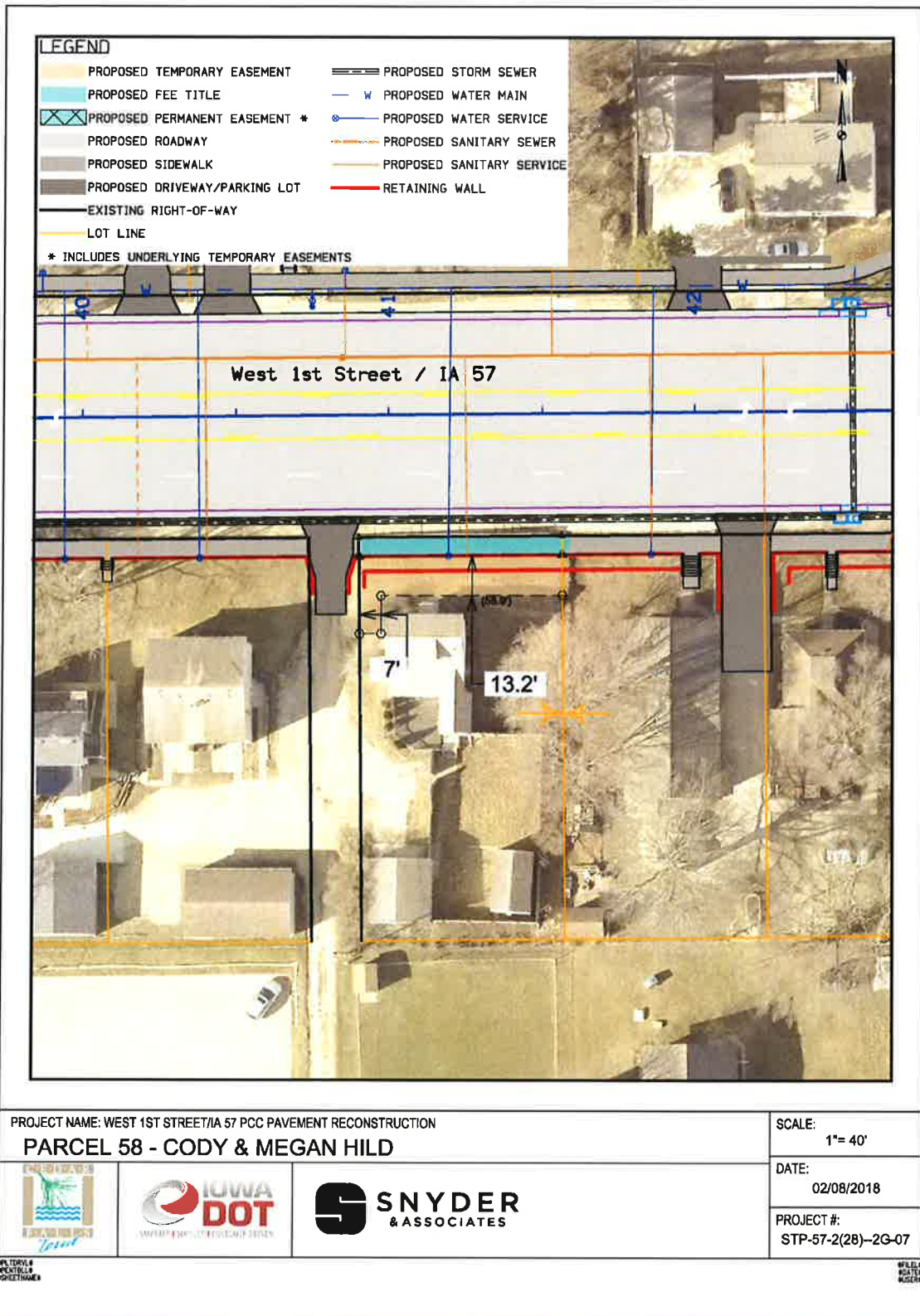
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires:

EXHIBIT



Item F.2.m.

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(515) 964-2020
(319)273-8600

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 622 W. 1st St.
PARCEL NO. 47

COUNTY TAX PARCEL NO.8914-12-154-010

PROJECT NO. STP-57-2(28)-2C-07

PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between Quentin R. Henry and Bertha E. Henry, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition
See attached

Temporary Easement
See attached

and which include the following improvements of whatever type situated on the premises:
_____.

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>8,103.24</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>8,105.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u> 314 </u> sq. ft.	<u>\$ 2,983.00</u>
Permanent Utility Easement	<u> </u> sq. ft.	<u>\$</u>
Temporary Easement	<u> 737 </u> sq. ft.	<u>\$ 1,120.24</u>
Miscellaneous/Other	<u>Trees, removal & replacement of fencing. Work permit</u>	<u>\$ 4,000.00</u>
Buildings		<u>\$</u>
Severance Damages		<u>\$</u>

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: Unknown.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: _____
8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

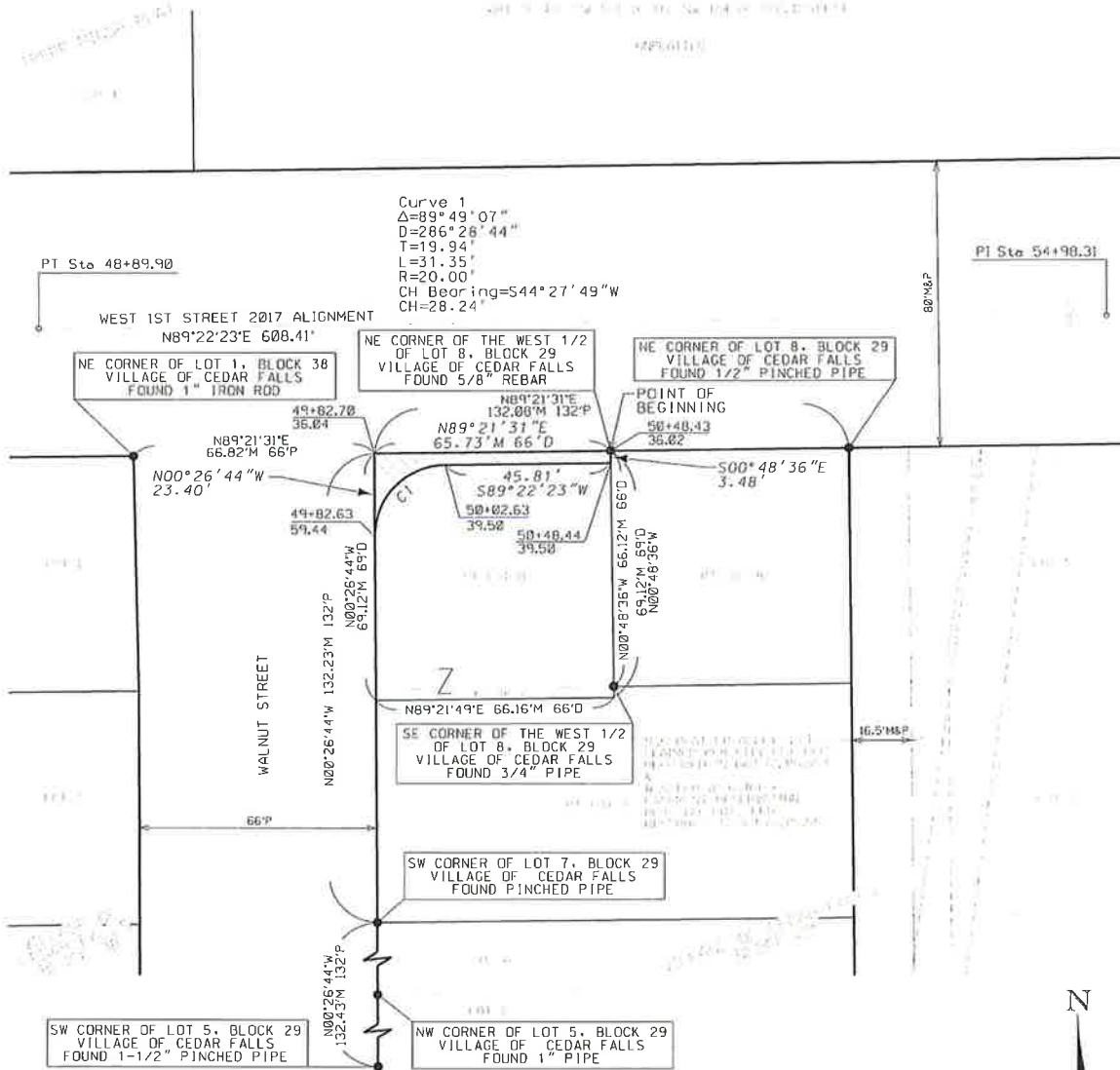
Notary Public in and for the State of Iowa

Item F.2.m.

IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 47
 SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE 314 S.F. AC, EASE _____ AC EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM QUENTIN R. HENRY AND BERTHA E. HENRY

CITY OF CEDAR FALLS, IOWA

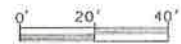


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Trey Coady 2-18-2018
 TREY COADY DATE:
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: _____
 EXHIBIT "A" ONLY



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



DATE REVISED _____

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 47

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 8 OF, BLOCK 29, VILLAGE OF CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID LOT 8 OF, BLOCK 29, VILLAGE OF CEDAR FALLS; THENCE SOUTH 00°48'36" EAST ALONG THE EAST LINE OF SAID WEST 1/2 OF LOT 8, A DISTANCE OF 3.48 FEET; THENCE SOUTH 89°22'23" WEST, 45.81 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.35 FEET AND WHOSE CHORD BEARS SOUTH 44°27'49" WEST, 28.24 FEET TO THE WEST LINE OF SAID LOT 8; THENCE NORTH 00°26'44" WEST ALONG SAID WEST LINE, 23.40 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE NORTH 89°21'31" EAST ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 65.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (314 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

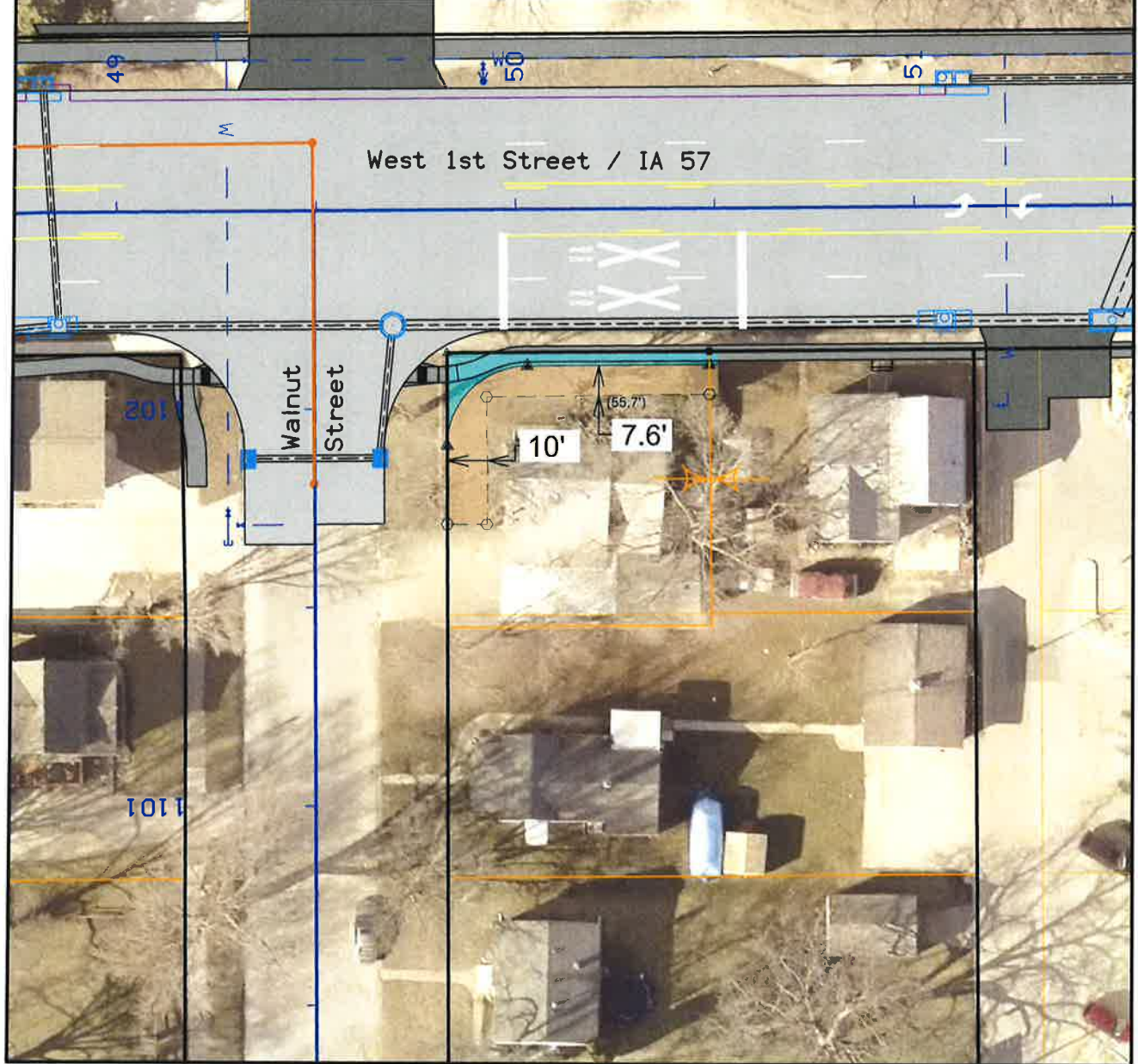
THE NORTH LINE OF LOT 8 OF, BLOCK 29, VILLAGE OF CEDAR FALLS ASSUMED TO BEAR NORTH 89°21'31" EAST.

Item F.2.m.

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT *
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 47 - QUENTIN R. & BERTHA E. HENRY

SCALE:
1" = 40'

DATE:
02/08/2018

PROJECT #:
STP-57-2(28)--2G-07



#PLTDRVL#
#PCNTBLL#
#SHEETNAME#

#FILE#
#DATE#
#USER#

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by Quentin R. Henry and Bertha E. Henry, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Item F.2.m.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Quentin R. Henry
Quentin R. Henry Date

Bertha E. Henry 8-28-18
Bertha E. Henry Date

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on August 28, 2018

by Quentin R. Henry and Bertha E. Henry Name(s) of individual(s)

Jennifer L. Determan
Signature of notarial officer



Jennifer L. Determan
Printed name of notarial officer

12-21-19
My commission expires

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

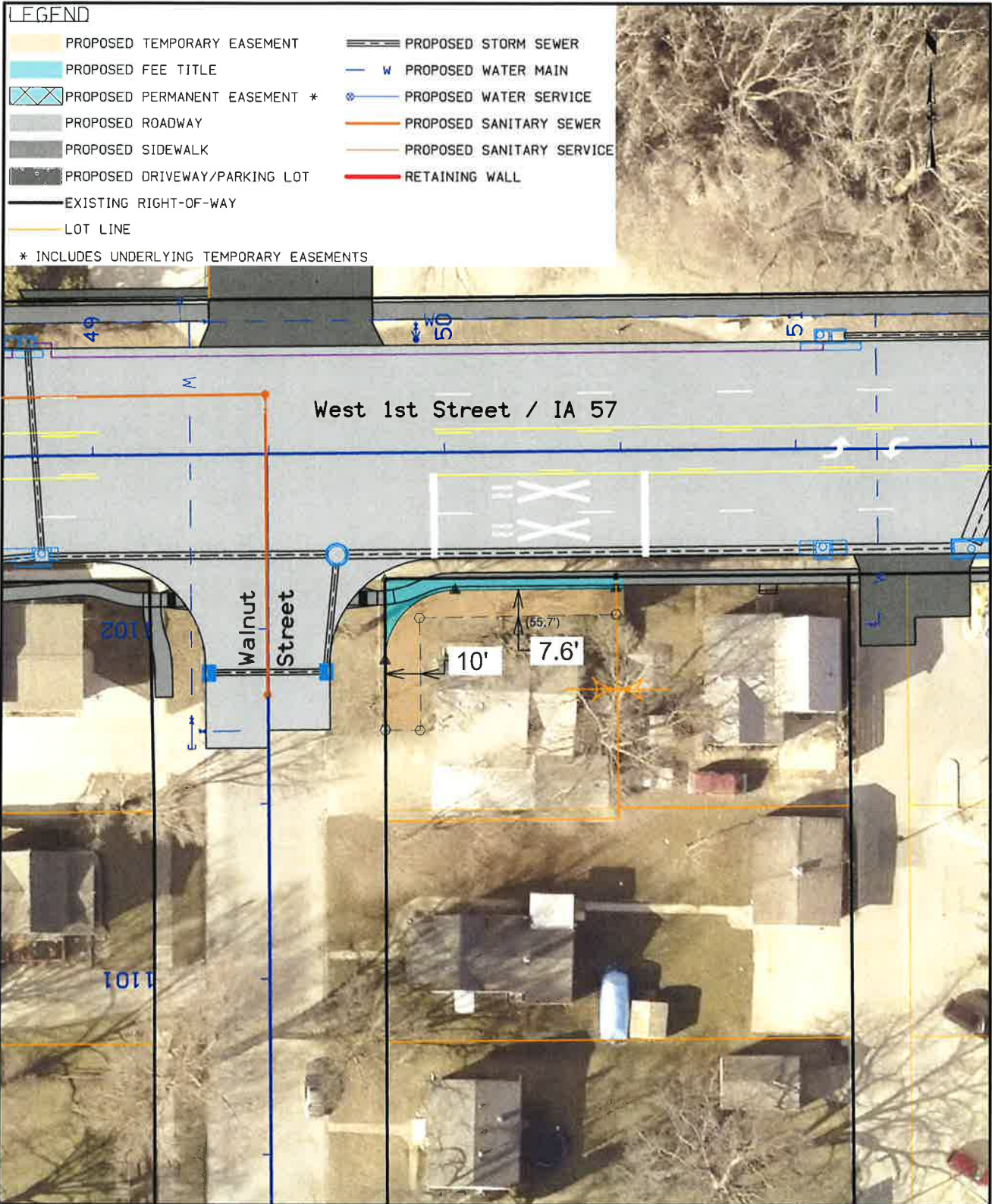
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires:

Item F.2.m.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 47 - QUENTIN R. & BERTHA E. HENRY

SCALE:
 1" = 40'

DATE:
 02/08/2018

PROJECT #:
 STP-57-2(28)--2G-07



#PLTDRVL
 #PENTBL
 #SHEETNAME

#FILE
 #DATE
 #USER

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 103 Olive St. COUNTY TAX PARCEL NO.8914-12-152-004
PARCEL NO. 51
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this _____ day of _____, 2018, by and between Tyon V. Kimble and Lynn Kimble, Deed Holder, Tyon V. Kimble Jr. and Heidi Kimble, Contract Buyer and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition
See attached

Temporary Easement
See attached

and which include the following improvements of whatever type situated on the premises:

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Item F.2.m.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>12,575.00</u>	on possession and	<u>60 days after Buyer approval</u>
	conveyance	
\$ <u>12,575.00</u>	TOTAL LUMP SUM (rounded)	

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

Land by Fee Title	<u>1,049</u>	sq. ft.	<u>\$ 9,441.00</u>
Permanent Utility Easement	_____	sq. ft.	<u>\$ _____</u>
Temporary Easement	<u>933</u>	sq. ft.	<u>\$ 1,344.00</u>
Miscellaneous/Other	<u>landscaping/wall</u>		<u>\$ 1,790.00</u>
Buildings	_____		<u>\$ _____</u>
Severance Damages	_____		<u>\$ _____</u>

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.
Names and address of lienholders are: _____
8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

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.

Tyon V. Kimble 10-4-18 Lynn Kimble 10-4-18
 Tyon V. Kimble Date Lynn Kimble Date

For an acknowledgment in an individual capacity:

State of Iowa
 County of Black Hawk

This record was acknowledged before me on 10/4, 2018
 by Tyon V. Kimble & Lynn Kimble Name(s) of individual(s)

[Signature]
 Signature of notarial officer

Brian Deprez
 Printed name of notarial officer
9-1-2020
 My commission expires



Item F.2.m.

Tyon V. Kimble Jr. Date

Heidi Kimble

Date

For an acknowledgment in an individual capacity:

State of _____

County of _____

This record was acknowledged before me on _____, 2018

by _____ Name(s) of individual(s)

Signature of notarial officer _____

Printed name of notarial officer _____

My commission expires _____

BUYER'S APPROVAL

By: James P. Brown, Mayor (date)

By: Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

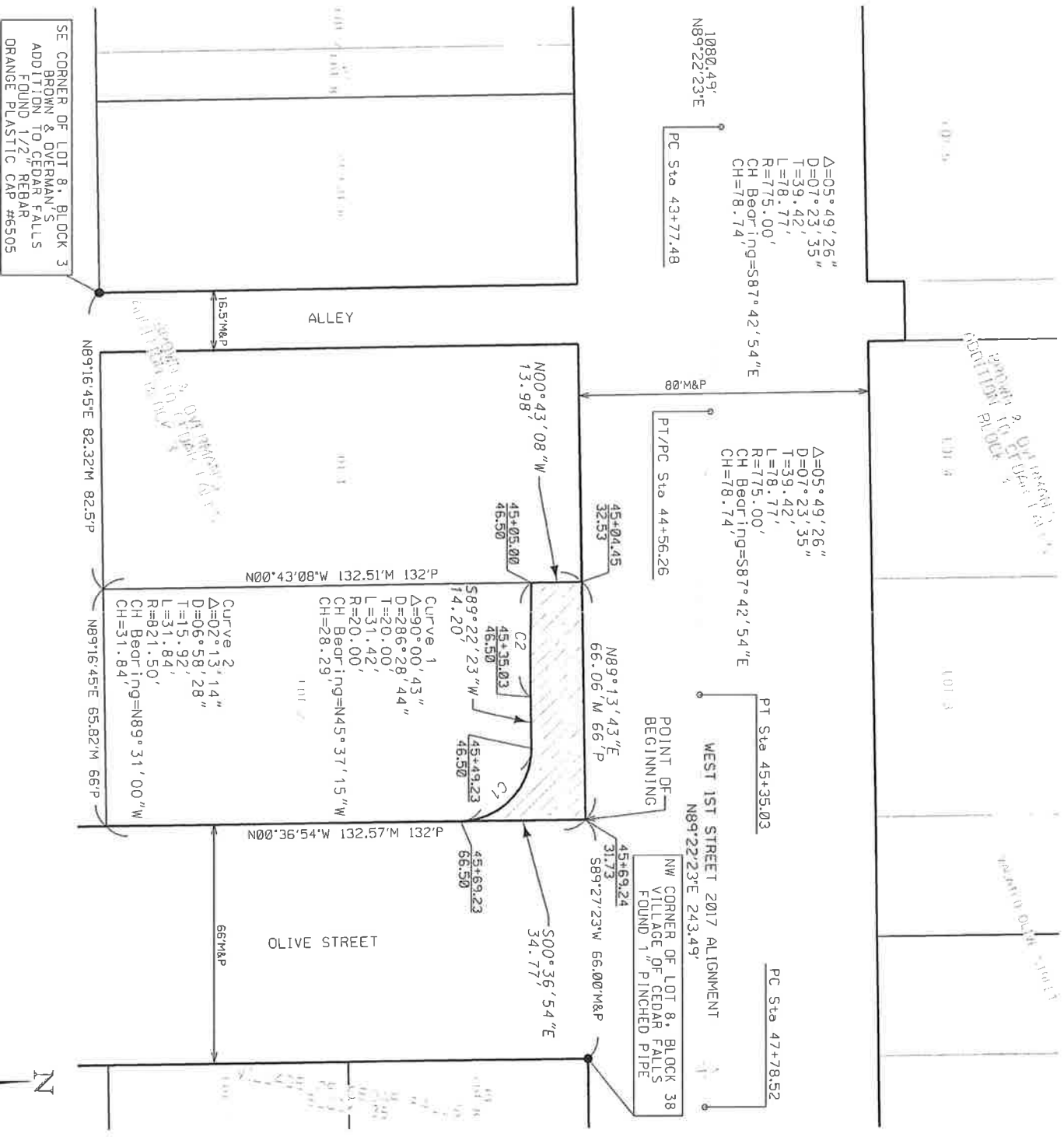
IOWA DEPARTMENT OF TRANSPORTATION

ACQUISITION PLAT

EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. 51
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 14 WEST
 SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE 1,049 S.F. EASE AC EXCESS-FEE AC
 ACCESS RIGHTS ACQUIRED - STA STA MAIN LINE SIDE
 ACCESS RIGHTS ACQUIRED - STA STA SIDE ROAD SIDE
 ACQUIRED FROM TYON V. KIMBLE AND LYNN KIMBLE

CITY OF CEDAR FALLS, IOWA

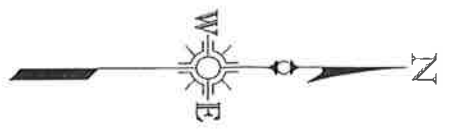


SE CORNER OF LOT 8, BLOCK 3
 BROWN & DERMAN'S
 ADDITION TO CEDAR FALLS
 FOUND 172 REBAR
 ORANGE PLASTIC CAP #65505

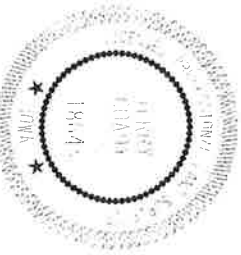
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Troy Cook
 TERRY COAD DATE: 2-18-2018

License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: EXHIBIT "A" ONLY



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



DATE REVISED _____
 DATE DRAWN JANUARY 29, 2018

SCALE 1" = 40'

Item F.2.m.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 51

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

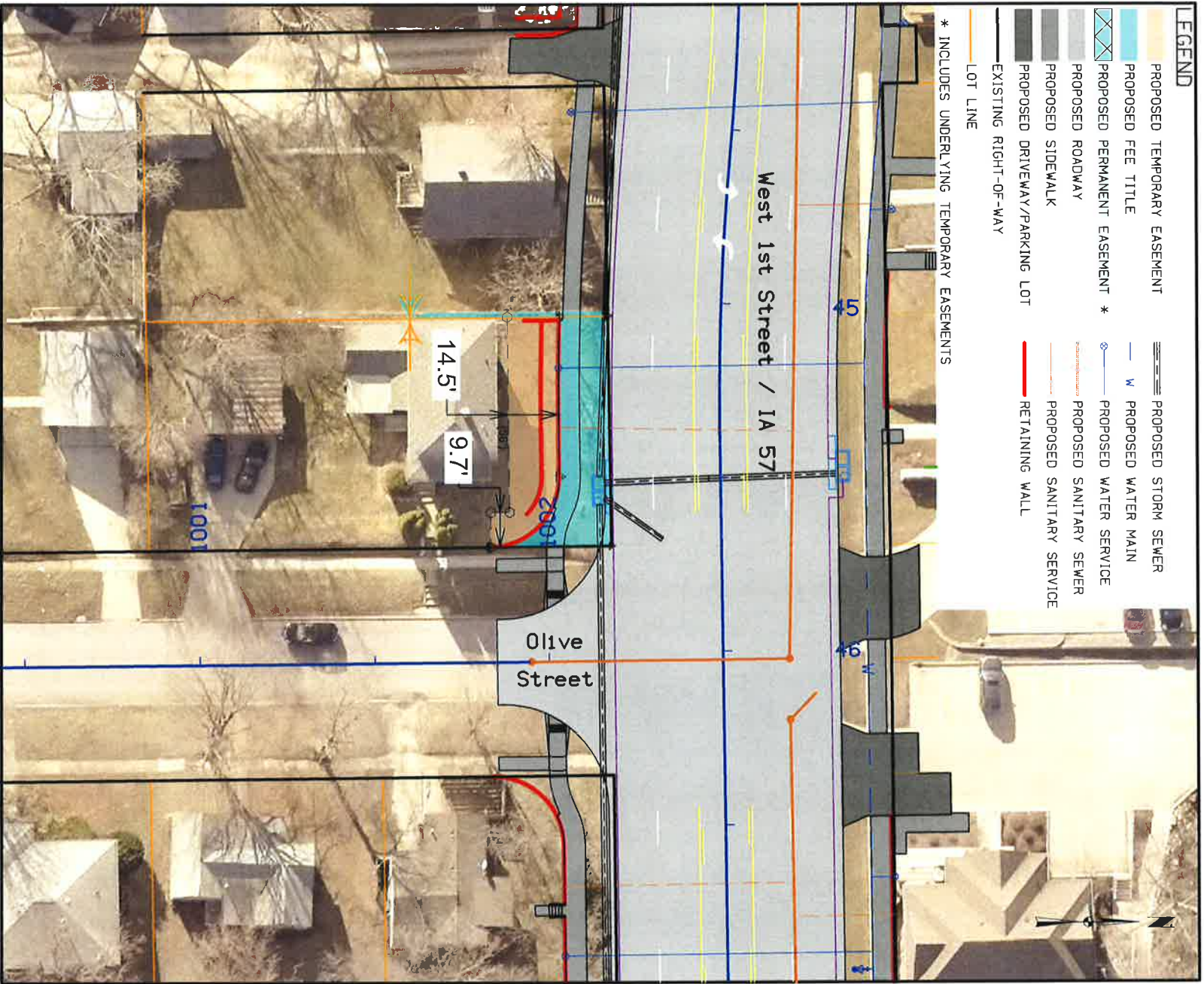
A PART OF LOT 2 OF, BLOCK 3, BROWN & OVERMAN'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 8 OF, BLOCK 38, VILLAGE OF CEDAR FALLS; THENCE SOUTH 89°27'23" WEST, 66.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 AND TO THE POINT OF BEGINNING; THENCE SOUTH 00°36'54" EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 34.77 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.42 FEET AND WHOSE CHORD BEARS NORTH 45°37'15" WEST, 28.29 FEET; THENCE SOUTH 89°22'23" WEST, 14.20 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 821.50 FEET, WHOSE ARC LENGTH IS 31.84 FEET AND WHOSE CHORD BEARS NORTH 89°31'00" WEST, 31.84 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 00°43'08" WEST ALONG SAID WEST LINE, 13.98 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 89°13'43" EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 66.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (1,049 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 3 OF BROWN & OVERMAN'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°13'43" EAST.



LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED PERMANENT EASEMENT *
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

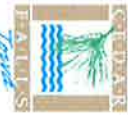
* INCLUDES UNDERLYING TEMPORARY EASEMENTS

PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 51 - TYON V. & LYNN KIMBLE TYON V. KIMBLE JR. & HEIDI KIMBLE

SCALE: 1" = 40'

DATE: 02/08/2018

PROJECT #: STP-57-2(28)-2G-07



\$PL TOPVLS
 \$PENTALLS
 \$SHEETNAMES

\$FILED
 \$DATE
 \$USER

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P. O. Box 1159, Ankeny, IA 50023
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by Tyon V. Kimble and Lynn Kimble, Deed Holder and Tyon V. Kimble Jr. and Heidi Kimble, Contract buyer (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

1

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Tyorn V. Kimble Date 7-11-18 Don Kimble Date 7.11.18
Tyorn V. Kimble Lynh Kimble

For an acknowledgment in an individual capacity:

State of Texas

County of Blinckhank

This record was acknowledged before me on 7/11/18, 2018

by Tyorn V. Kimble & Lynh Kimble Name(s) of individual(s)

Mary Ann Carnock
Signature of notarial officer



Mary Ann Carnock
Printed name of notarial officer

10/13/19
My commission expires

[Signature]
Tyon V. Kimble Jr. Date

[Signature]
Heidi Kimble Date

For an acknowledgment in an individual capacity:

State of Texas

County of Bastrop

This record was acknowledged before me on 7/11/19, 2018

by Tyon V. Kimble Jr. Heidi Kimble Name(s) of individual(s)

[Signature]
Signature of notarial officer



Mary Ann Carnock
Printed name of notarial officer

12/13/19
My commission expires

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

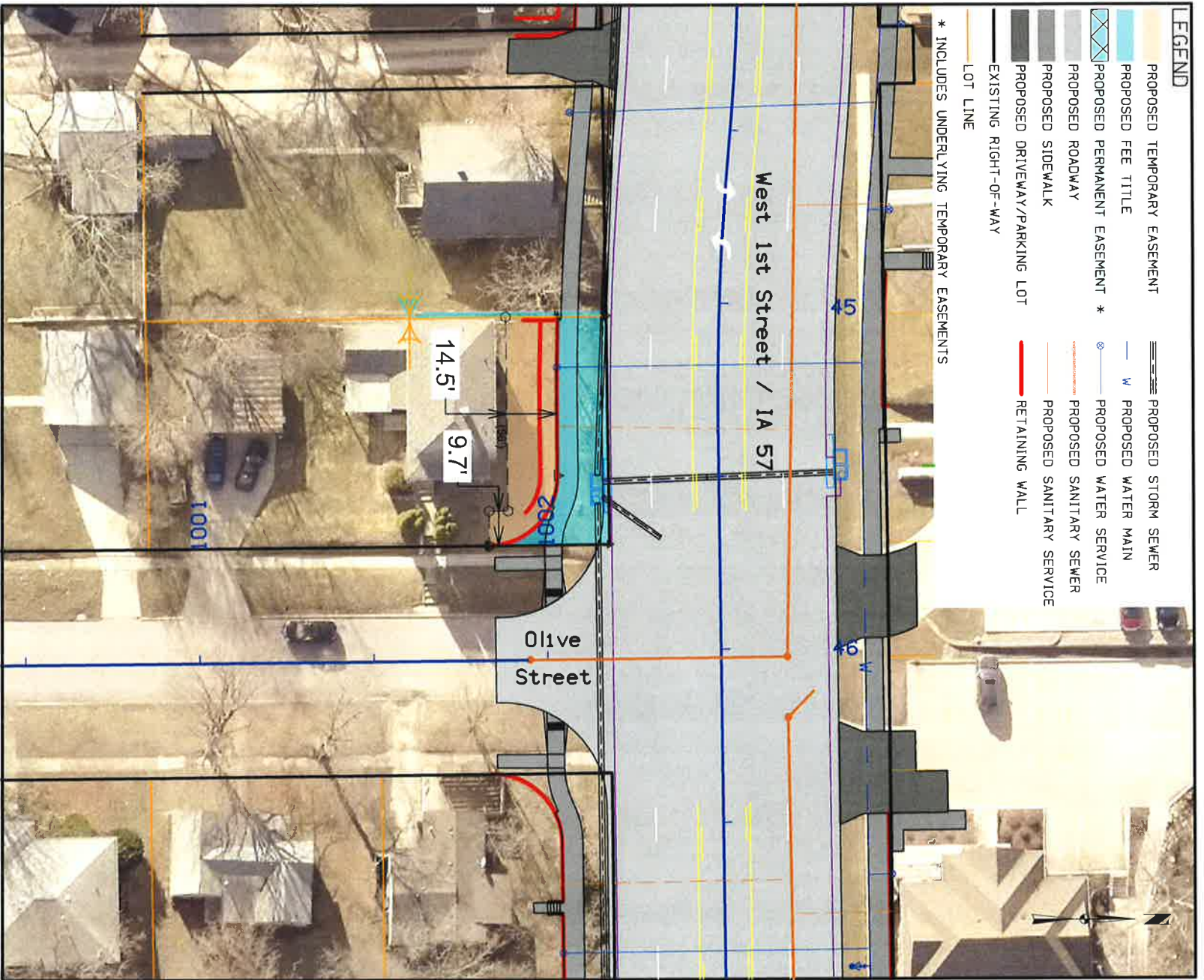
Jacqueline Danielsen, MMC
City Clerk

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

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

Notary Public in and for the State of Iowa

My Commission Expires:



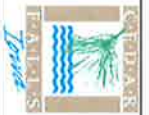
- LEGEND**
- PROPOSED TEMPORARY EASEMENT
 - PROPOSED PERMANENT EASEMENT *
 - PROPOSED ROADWAY
 - PROPOSED SIDEWALK
 - PROPOSED DRIVEWAY/PARKING LOT
 - EXISTING RIGHT-OF-WAY
 - LOT LINE
 - PROPOSED STORM SEWER
 - PROPOSED WATER MAIN
 - PROPOSED WATER SERVICE
 - PROPOSED SANITARY SEWER
 - PROPOSED SANITARY SERVICE
 - RETAINING WALL
- * INCLUDES UNDERLYING TEMPORARY EASEMENTS

PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 51 - TYON V. & LYNN KIMBLE TYON V. KIMBLE JR. & HEIDI KIMBLE

SCALE: 1" = 40'

DATE: 02/08/2018

PROJECT #:
STP-57-2(28)-2G-07



\$90 TOPSOIL
 \$80 PER TON
 \$300 PER INCH

\$125 PER
 \$100 PER
 \$100 PER

Prepared by: Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, IA 50023
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613

(515) 964-2020
(319) 273-8600

**CITY OF CEDAR FALLS
TENANT PURCHASE AGREEMENT**

Property Address: 103 Olive St. **County Tax Parcel No:** 8914-12-152-004
Parcel Number 51 **Project Name:** West 1st Street Cedar Falls IA 57 Reconstruction Project
Project Number STP-57-2(28)--2c-07

THIS AGREEMENT entered into this _____ day of _____, 2018, by and between Glenda and Mark Garrett, Seller and the City of Cedar Falls, Iowa, Buyer.

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area
See Attached Acquisition Plat
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-5, and all improvements of whatever type situated on the premises.
2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: Tyon and Lynn Kimble –Contract seller
Tyon Kimble Jr and Heidi Kimble –Contract purchaser
3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Fee Acquisition and Temporary Easement as shown on the attached Acquisition Plat and Temporary easement are plat. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Item F.2.m.

9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except: _____
None Known

10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Glenda Garrett and Mark Garrett

Name Glenda Garrett Date 10-1-18 Name Mark Garrett Date 10-1-18

For an acknowledgment in a representative capacity:

State of Iowa County of Butler

This record was acknowledged before me on 10/1, 2018

by Mark Garrett & Glenda Garrett Name(s) of individual(s)
as Trustees (type of authority, such as officer or trustee)

of _____ (name of party on behalf of whom record was executed).

Signature of notarial officer _____

Printed name of notarial officer Brian Deprez
9-1-2020
My commission expires



BUYER'S APPROVAL

By: James P. Brown, Mayor (date)

By: Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 51

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 2 OF, BLOCK 3, BROWN & OVERMAN'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 8 OF, BLOCK 38, VILLAGE OF CEDAR FALLS; THENCE SOUTH 89°27'23" WEST, 66.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 AND TO THE POINT OF BEGINNING; THENCE SOUTH 00°36'54" EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 34.77 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.42 FEET AND WHOSE CHORD BEARS NORTH 45°37'15" WEST, 28.29 FEET; THENCE SOUTH 89°22'23" WEST, 14.20 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 821.50 FEET, WHOSE ARC LENGTH IS 31.84 FEET AND WHOSE CHORD BEARS NORTH 89°31'00" WEST, 31.84 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 00°43'08" WEST ALONG SAID WEST LINE, 13.98 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 89°13'43" EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 66.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (1,049 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 3 OF BROWN & OVERMAN'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°13'43" EAST.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 51 - TYON V. & LYNN KIMBLE TYON V. KIMBLE JR. & HEIDI KIMBLE

SCALE: 1" = 40'
 DATE: 02/08/2018

PROJECT #:
 STP-57-2(28)-2G-07



STP 57-2(28)-2G-07
 SHEET 18
 OF 20

3/11/18
 3/11/18
 3/11/18

Prepared by: Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, IA 50023
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613

(515) 964-2020
(319) 273-8600

**CITY OF CEDAR FALLS
TENANT PURCHASE AGREEMENT**

Property Address: 103 Olive St. **County Tax Parcel No:** 8914-12-152-004
Parcel Number 51 Project Name: West 1st Street Cedar Falls IA 57 Reconstruction Project
Project Number STP-57-2(28)--2c-07

THIS AGREEMENT entered into this _____ day of _____, 2018, by and between William and Melissa Qualls, Seller and the City of Cedar Falls, Iowa, Buyer.

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area
See Attached Acquisition Plat
See Attached Temporary Easement Area(s)
2. and more particularly described on page(s) 4-5, and all improvements of whatever type situated on the premises.
3. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: Tyon and Lynn Kimble—Contract seller
Tyon Kimble Jr and Heidi Kimble—Contract purchaser
4. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
5. Seller grants to the City a Fee Acquisition and Temporary Easement as shown on the attached Acquisition Plat and Temporary easement are plat. Any Temporary Construction Easement shall terminate upon completion of the project.
6. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
7. This agreement shall apply to and bind the legal successors in interest of the Seller.
8. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
9. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Item F.2.m.

9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except: _____
None Known

10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

William and Melissa Qualls

Name William Qualls Date 10/1/18 Name Melissa Qualls Date 10/1/18

For an acknowledgment in a representative capacity:

State of Iowa County of Black Hawk

This record was acknowledged before me on 10/1, 2018

by William Qualls ; Melissa Qualls (name(s) of individual(s))
as Tenant (type of authority, such as officer or trustee)

of _____
(name of party on behalf of whom record was executed).

Signature of notarial officer _____


Printed name of notarial officer

Brian Deprez

9-1-2020

My commission expires



BUYER'S APPROVAL

By: James P. Brown, Mayor (date)

By: Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

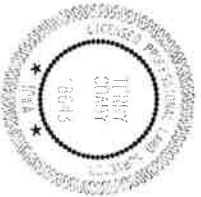
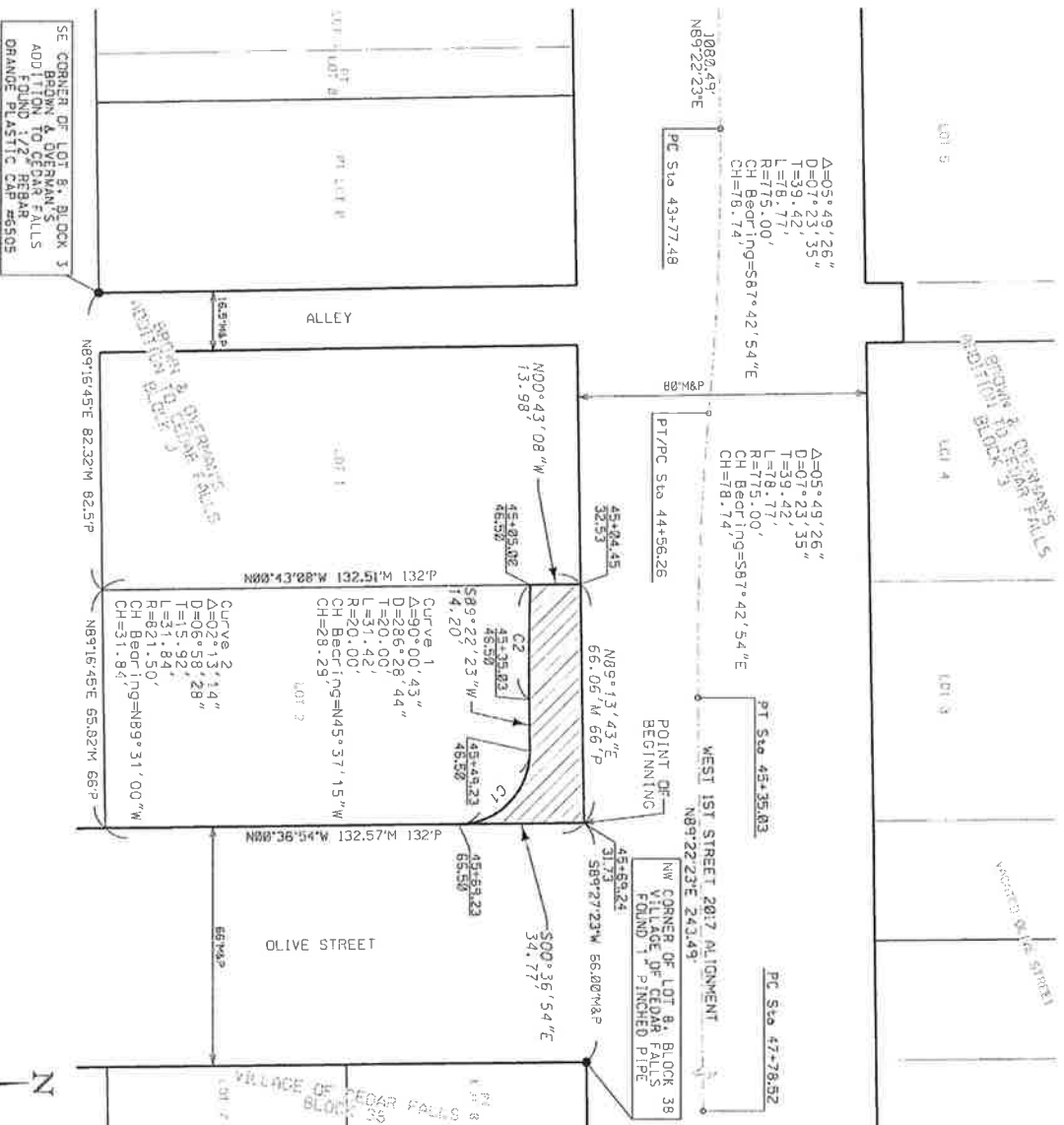
IOWA DEPARTMENT OF TRANSPORTATION

ACQUISITION PLAT

EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. 51
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 14 WEST
 SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE 1.049 S.F. AC EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA X EASE _____ MAIN LINE _____ SIDE
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM TYON V. KIMBLE AND LYNN KIMBLE

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was supervised by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Curry
 TERRY CURRY
 DATE: 2-18-2018

TERMI COADD DATE: _____
 License number: 18643

My License Renewal Date is December 31, 2019

Pages covered by this seal: _____
 EXHIBIT "A" ONLY

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



DATE REVISED _____
 DATE DRAWN _____

JANUARY 29, 2018

-402-

SCALE

1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 51

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(128)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 2 OF, BLOCK 3, BROWN & OVERMAN'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 8 OF, BLOCK 38, VILLAGE OF CEDAR FALLS; THENCE SOUTH 89°27'23" WEST, 66.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 AND TO THE POINT OF BEGINNING; THENCE SOUTH 00°36'54" EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 34.77 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.42 FEET AND WHOSE CHORD BEARS NORTH 45°37'15" WEST, 28.29 FEET; THENCE SOUTH 89°22'23" WEST, 14.20 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 821.50 FEET, WHOSE ARC LENGTH IS 31.84 FEET AND WHOSE CHORD BEARS NORTH 89°31'00" WEST, 31.84 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 00°43'08" WEST ALONG SAID WEST LINE, 13.98 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 89°13'43" EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 66.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (1.049 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 3 OF BROWN & OVERMAN'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°13'43" EAST.



- LEGEND**
- PROPOSED TEMPORARY EASEMENT
 - PROPOSED PERMANENT EASEMENT *
 - PROPOSED ROADWAY
 - PROPOSED SIDEWALK
 - PROPOSED DRIVEWAY/PARKING LOT
 - EXISTING RIGHT-OF-WAY
 - LOT LINE
 - PROPOSED STORM SEWER
 - PROPOSED WATER MAIN
 - PROPOSED WATER SERVICE
 - PROPOSED SANITARY SEWER
 - PROPOSED SANITARY SERVICE
 - RETAINING WALL
- * INCLUDES UNDERLYING TEMPORARY EASEMENTS

PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 51 - TYON V. & LYNN KIMBLE TYON V. KIMBLE JR. & HEIDI KIMBLE

 GARDNER ENGINEERS & ARCHITECTS 701 13th St Des Moines, IA 50319	 IOWA DOT IOWA DEPARTMENT OF TRANSPORTATION	 SNYDER & ASSOCIATES	SCALE: 1" = 40' DATE: 02/08/2018 PROJECT #: STP-57-2(28)--2G-07
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841 TORRES
 842 TORRES
 843 TORRES

844 TORRES
 845 TORRES
 846 TORRES

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 1103 W. 1st St. COUNTY TAX PARCEL NO.8914-11-228-024
PARCEL NO. 15
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this _____ day of _____, 2018, by and between
Garrett Shannon, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition
See attached

Permanent Utility Easement
See attached

Temporary Easement
See attached

and which include the following improvements of whatever type situated on the premises:
_____.

- 2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
- 3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
- 4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an

Item F.2.m.

interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>8,491.68</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>8,495.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>500</u>	sq. ft.	\$ <u>4,500.00</u>
Permanent Utility Easement	<u>672</u>	sq. ft.	\$ <u>3,024.00</u>
Temporary Easement	<u>672</u>	sq. ft.	\$ <u>967.68</u>
Miscellaneous/Other	_____		\$ _____
Buildings			\$ _____
Severance Damages			\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: _____

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 9 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Garrett Shannon 9-14-18 _____
 Garrett Shannon Date (spouse) Date

For an acknowledgment in an individual capacity:

State of Iowa
 County of Black Hawk

This record was acknowledged before me on 9/14, 2018

by Garrett Shannon Name(s) of individual(s)

Joanne Goodrich
 Signature of notarial officer

Joanne Goodrich
 Printed name of notarial officer

May 28, 2021
 My commission expires



Item F.2.m.

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

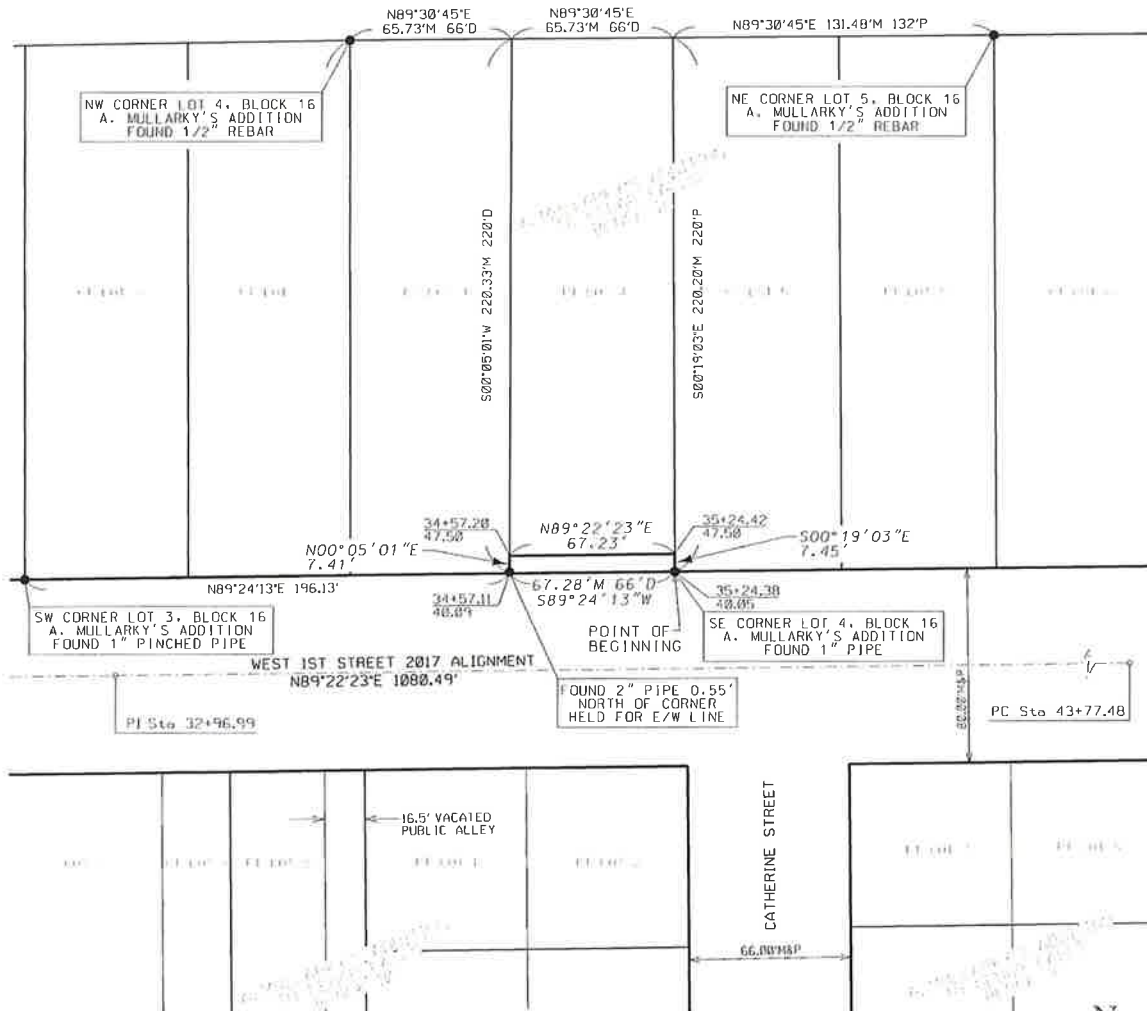
This instrument was acknowledged before me on the _____ day of _____, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 15
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 500 S.F. EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM GARRETT SHANNON

CITY OF CEDAR FALLS, IOWA

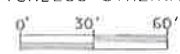


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry J. Jady 4-30-2018
TERRY JADY DATE:
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: _____
EXHIBIT "A" ONLY



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



DATE REVISED APRIL 30, 2018
DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

Item F.2.m.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 15

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 4 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE SOUTH 89°24'13" WEST ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 67.28 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 4; THENCE NORTH 00°05'01" EAST ALONG THE WEST LINE OF SAID EAST 1/2 OF LOT 4, A DISTANCE OF 7.41 FEET; THENCE NORTH 89°22'23" EAST, 67.23 FEET TO THE EAST LINE OF SAID LOT 4; THENCE SOUTH 00°19'03" EAST ALONG SAID EAST LINE, 7.45 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 89°24'13" WEST ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 67.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (500 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

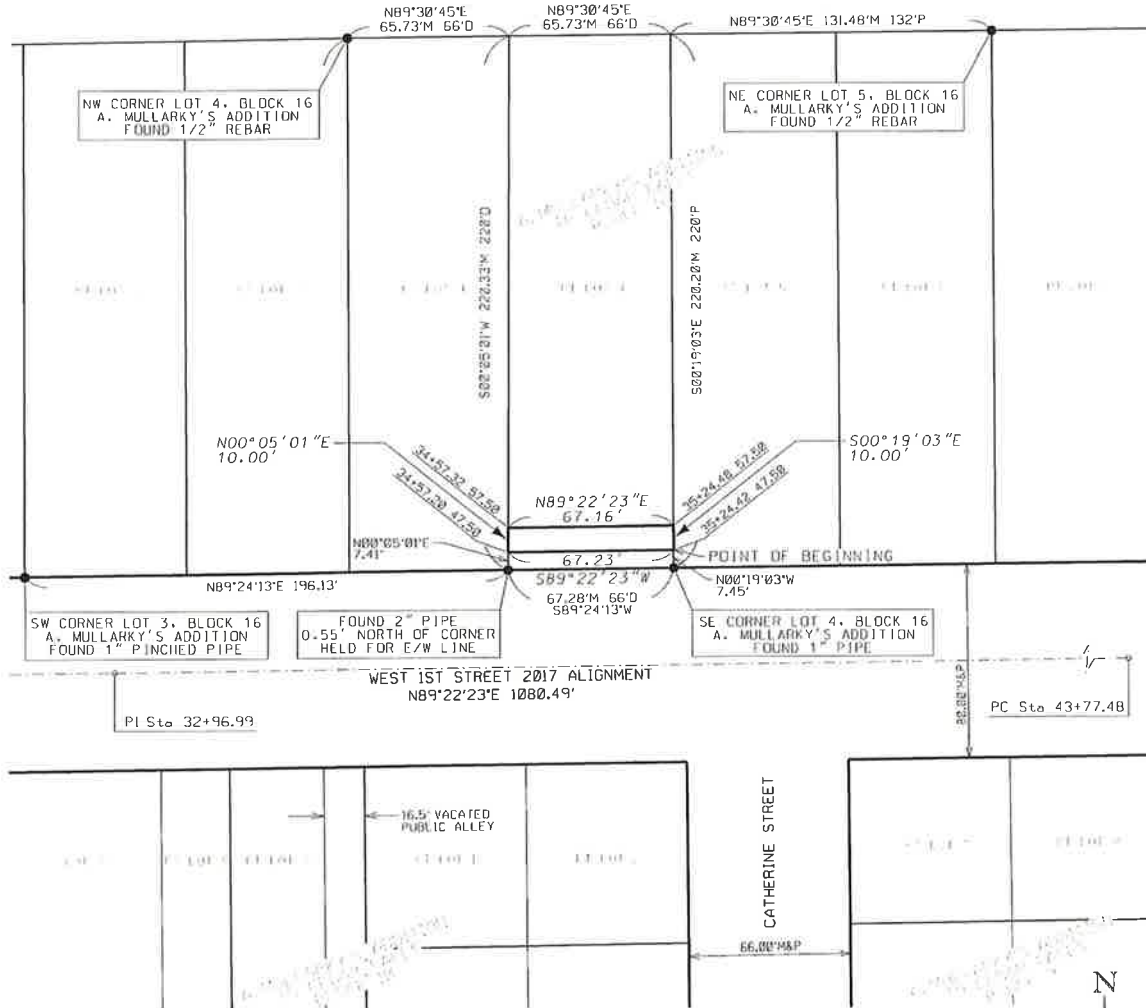
NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

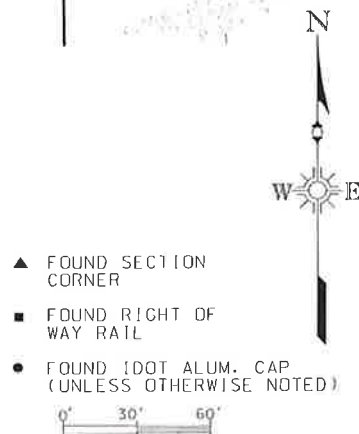
COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 15
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE _____ AC, EASE 672 S.F. EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM GARRETT SHANNON

CITY OF CEDAR FALLS, IOWA
EASEMENT ACQUIRED FOR PUBLIC UTILITY



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] 4-30-2018
CERRY COADY DATE:
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: _____
EXHIBIT "A" ONLY



DATE REVISED APRIL 30, 2018

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

Item F.2.m.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 15

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

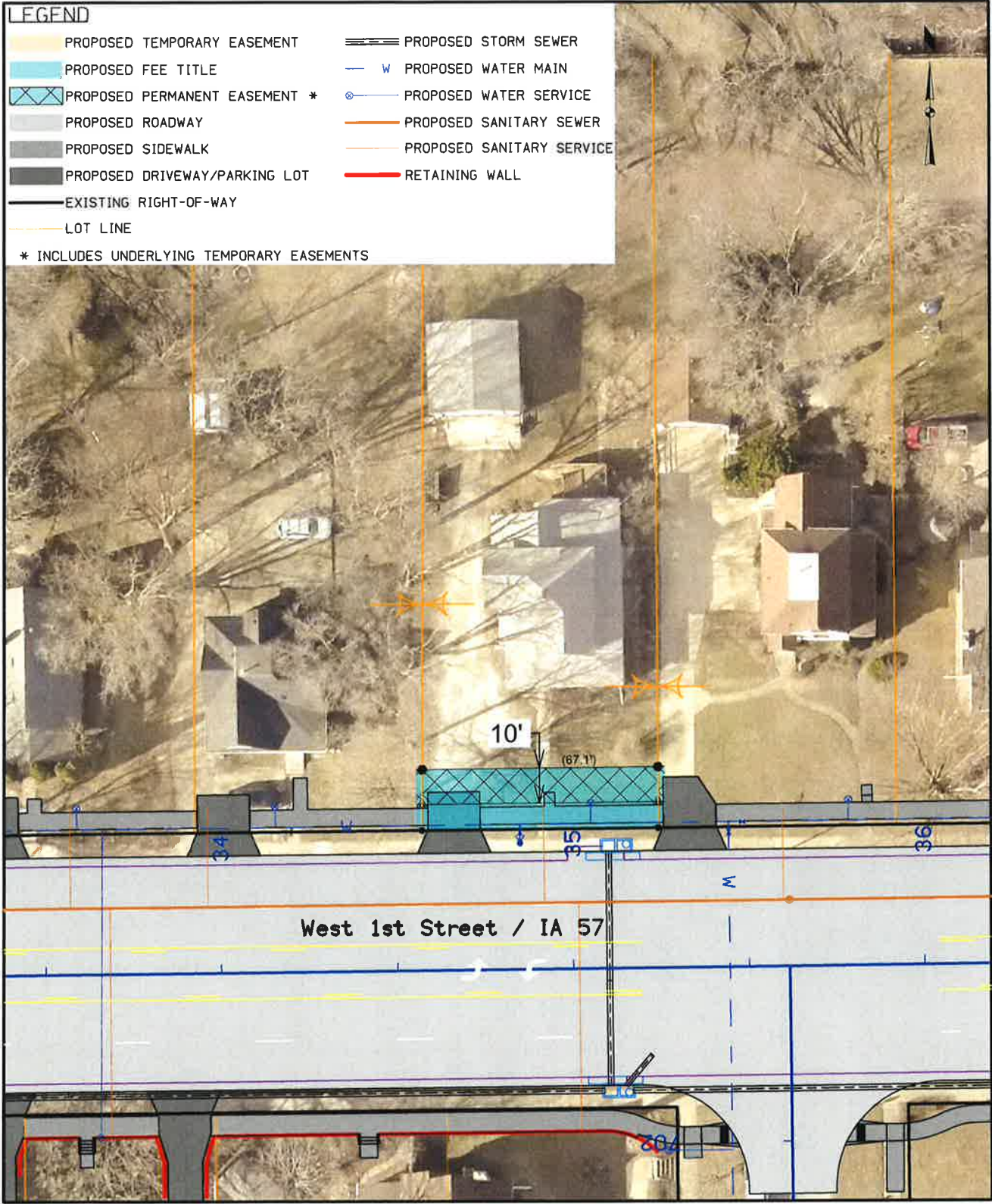
A PART OF LOT 4 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°19'03" WEST ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 7.45 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°22'23" WEST, 67.22 FEET TO THE WEST LINE OF THE EAST 1/2 OF SAID LOT 4; THENCE NORTH 00°05'01" EAST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH 89°22'23" EAST, 67.16 FEET TO SAID EAST LINE; THENCE SOUTH 00°19'03" EAST ALONG SAID EAST LINE, 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (672 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 15 - GARRETT SHANNON

SCALE:
1" = 40'

DATE:
02/08/2018

PROJECT #:
STP-57-2(28)--2G-07



#PL TRVL#
#PENTBL#
#SHEETNAME#

#FILE#
#DATE#
#USER#

Item F.2.m.

WHEN RECORDED RETURN TO:
City Clerk – City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Preparer Information: _____

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Garrett Shannon, of the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Cedar Falls, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit A Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Utility

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor and its grantees, acknowledge the existing structures, plantings, and fencing remaining inside the Easement following construction of the West 1st Street Improvements Project may remain until such time use of the Easement area is needed by the City. Grantor and its grantees, further acknowledge should removal of existing structures, plantings, and fencing be required after the Project that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, and fencing removed from within the Easement area.

Grantor does hereby covenant that Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

Item F.2.m.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 14 day of September 2018.

Garrett Shannon
Garrett Shannon

9-14-18
Date

Owner Date

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

This record was acknowledged before me on this 14 day of September, 2018, by Garrett Shannon and _____.



Joanne Goodrich
Notary Public in and for the State of Iowa

ACCEPTANCE OF PUBLIC UTILITY 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)

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Public Utility Easement was duly approved and accepted by the City Council of the City of Cedar Falls by Resolution No. _____, passed on the _____ day of _____, 2018, and this certificate is made pursuant to authority contained in said Resolution.

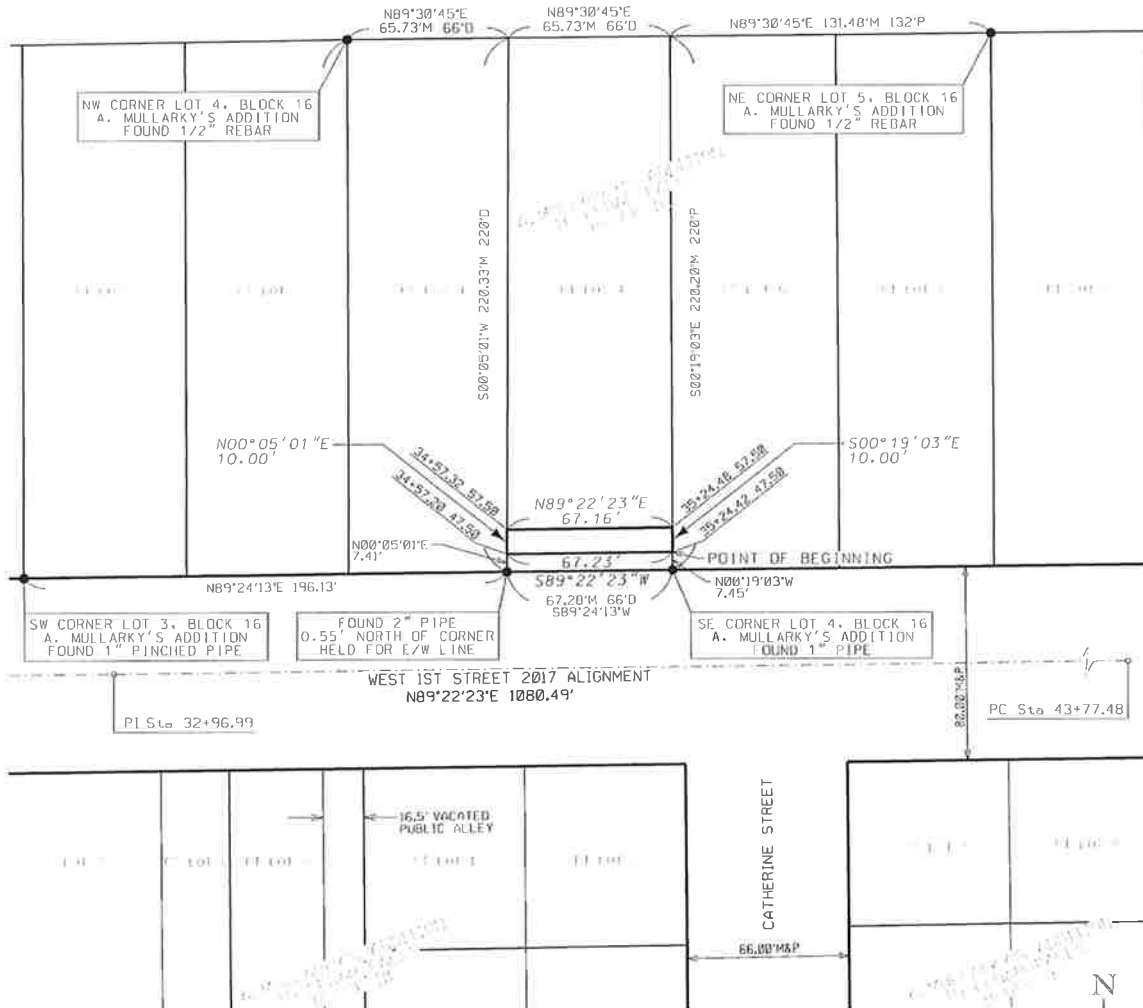
Signed this _____ day of _____, 2018.

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 15
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE _____ AC, EASE 672 S.F. EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM GARRETT SHANNON

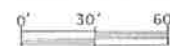
CITY OF CEDAR FALLS, IOWA
EASEMENT ACQUIRED FOR PUBLIC UTILITY



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] 4-30-2018
 PERRY LADY DATE:
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: _____
EXHIBIT "A" ONLY

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



DATE REVISED APRIL 30, 2018
DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

Item F.2.m.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 15

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 4 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°19'03" WEST ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 7.45 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°22'23" WEST, 67.22 FEET TO THE WEST LINE OF THE EAST 1/2 OF SAID LOT 4; THENCE NORTH 00°05'01" EAST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH 89°22'23" EAST, 67.16 FEET TO SAID EAST LINE; THENCE SOUTH 00°19'03" EAST ALONG SAID EAST LINE, 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (672 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by Garrett Shannon, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Item F.2.m.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Garrett Shannon 9/14/18 _____
Garrett Shannon Date Spouse Date

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on 9/14/18, 2018
by Garrett Shannon Name(s) of individual(s)

Joanne Goodrich
Signature of notarial officer

Joanne Goodrich
Printed name of notarial officer
May 28, 2021
My commission expires



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

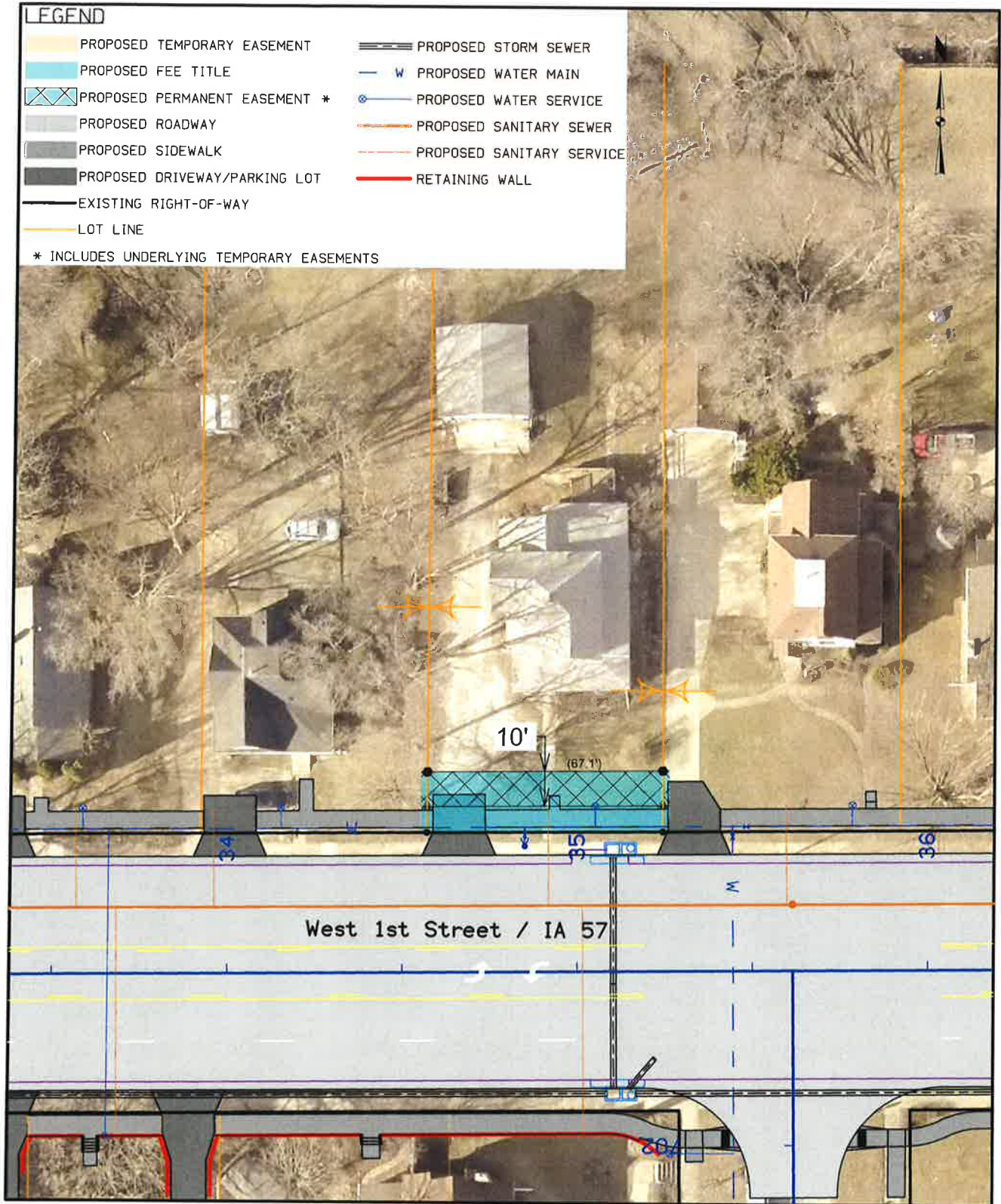
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires:

Item F.2.m.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 15 - GARRETT SHANNON

SCALE:
1" = 40'

DATE:
02/08/2018

PROJECT #:
STP-57-2(28)--2G-07



#PLTDRVL #
#PENTBL #
#SHEETNAME #

#FILE #
#DATE #
#USER #

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 1002 W. 1st St. COUNTY TAX PARCEL NO.8914-11-277-002
PARCEL NO. 61
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this _____ day of _____, 2018, by and between Independent School District of Cedar Falls, Seller, and the City of Cedar Falls, Iowa, Buyer.

The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition
See attached

Temporary Easement
See attached

and which include the following improvements of whatever type situated on the premises:

1. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Item F.2.m.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>931</u> sq. ft.	\$ <u>0.00</u>
Permanent Utility Easement	_____ sq. ft.	\$ _____
Temporary Easement	<u>1,577</u> sq. ft.	\$ <u>0.00</u>
Miscellaneous/Other	<u>landscaping</u>	\$ <u>0.00</u>
Buildings		\$ _____
Severance Damages		\$ _____

4. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: _____

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the

survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.

- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

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.

Independent School District of Cedar Falls

Joyce E. Coil 10/22/18
 Name/Title Board President Date

Douglas Neffger 10/22/18
 Name/Title Dir. of Business Affairs
Board Secretary Date

For an acknowledgment in a representative capacity:

State of Iowa County of Black Hawk

This record was acknowledged before me on October 23, 2018

by Joyce E. Coil Douglas Neffger Name(s) of individual(s)
 as President Secretary (type of authority, such as officer or trustee)
 of Cedar Falls Comm. School District Board of Education
 (name of party on behalf of whom record was executed).

Michelle Weber
 Signature of notarial officer

Michelle Weber
 Printed name of notarial officer

Dec 22, 2020
 My commission expires



Item F.2.m.

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

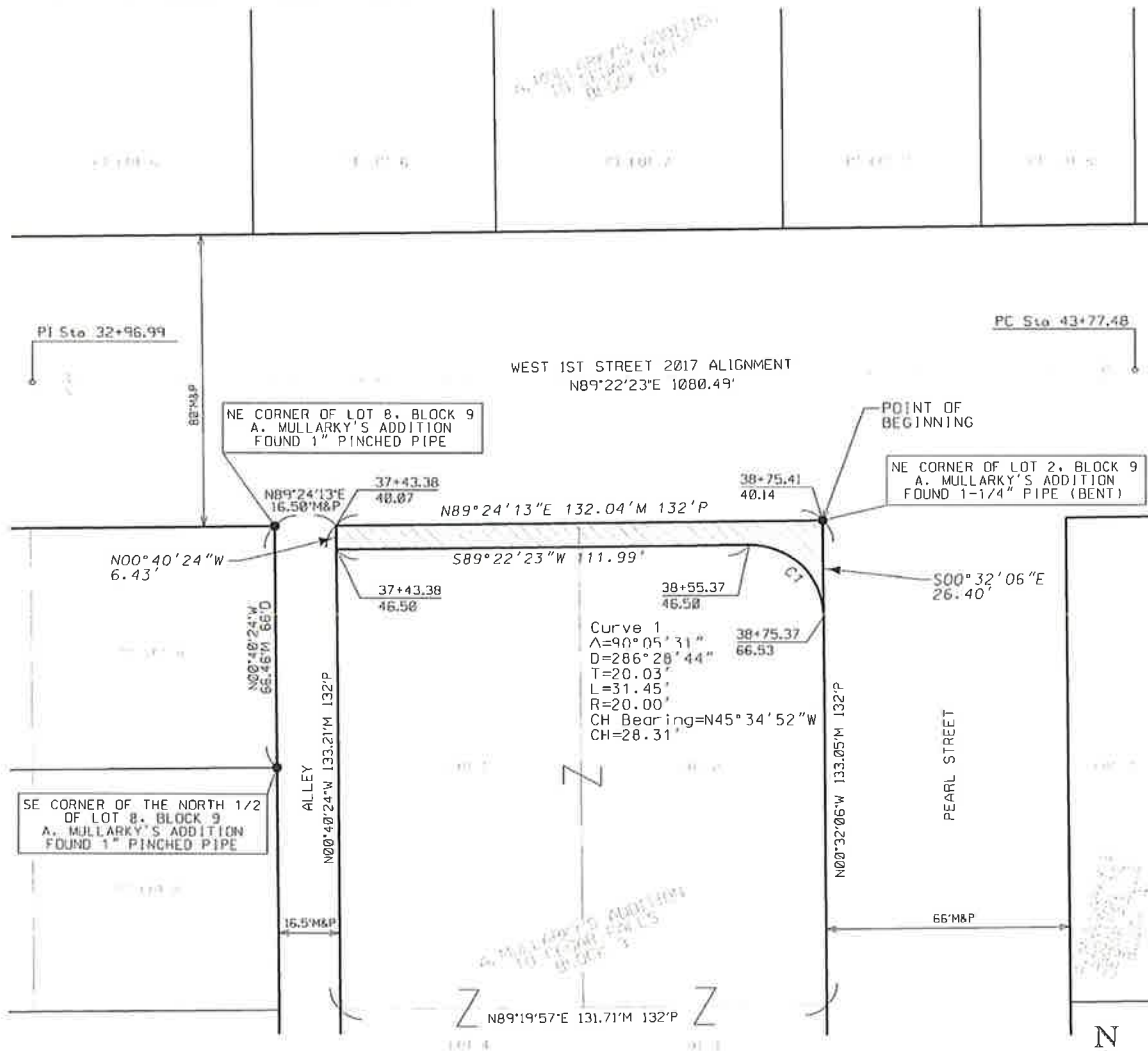
This instrument was acknowledged before me on the _____ day of _____, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 61
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 931 S.F. AC, EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM INDEPENDENT SCHOOL DISTRICT OF CEDAR FALLS

CITY OF CEDAR FALLS, IOWA



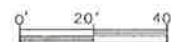
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 2-18-2018
TERRY COADY DATE:
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: _____
EXHIBIT "A" ONLY

DATE REVISED _____

DATE DRAWN JANUARY 29, 2018 -427-

SCALE 1" = 40'



Item F.2.m.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 61

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

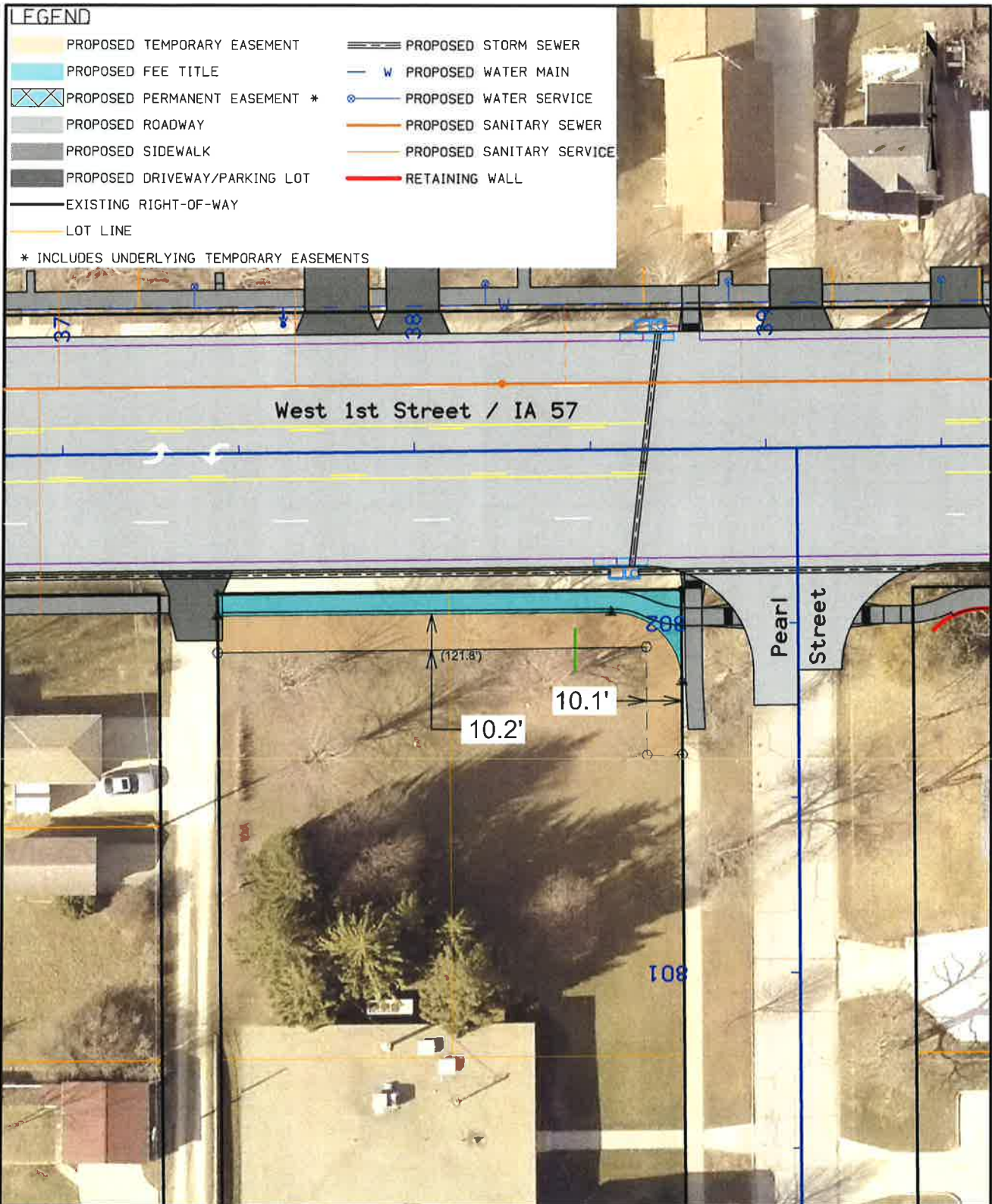
A PART OF LOT 1 AND A PART OF LOT 2 OF, BLOCK 9, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 OF, BLOCK 9, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE SOUTH 00°32'06" EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 26.40 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.45 FEET AND WHOSE CHORD BEARS NORTH 45°34'52" WEST, 28.31 FEET; THENCE SOUTH 89°22'23" WEST, 111.99 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°40'24" WEST ALONG SAID WEST LINE, 6.43 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID BLOCK 9, A DISTANCE OF 132.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (931 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 9 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 61 - CITY OF CEDAR FALLS COMMUNITY SCHOOLS

SCALE: 1" = 40'
 DATE: 02/08/2018
 PROJECT #: STP-57-2(28)--2G-07



#PLTDRVL#
 #PENTBL#
 #SHEETNAME#

#P#:#L#
 #DATE#
 #USER#

Item F.2.m.

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by Independent School District of Cedar Falls, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Independent School District of Cedar Falls

Joyce E. Coil 10/22/18
Name/Title Board President Date

Douglas Netzer 10/22/18
Name/Title Board Secretary Date

For an acknowledgment in a representative capacity:

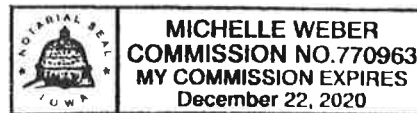
State of Iowa County of Black Hawk

This record was acknowledged before me on Oct. 23, 2018
by Joyce E. Coil ; Douglas Netzer Name(s) of individual(s)
as President ; Secretary (type of authority, such as officer or trustee)
of Cedar Falls Comm School District Board of Education
(name of party on behalf of whom record was executed).

Michelle Weber
Signature of notarial officer

Michelle Weber
Printed name of notarial officer

Dec 22, 2020
My commission expires



Item F.2.m.

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.

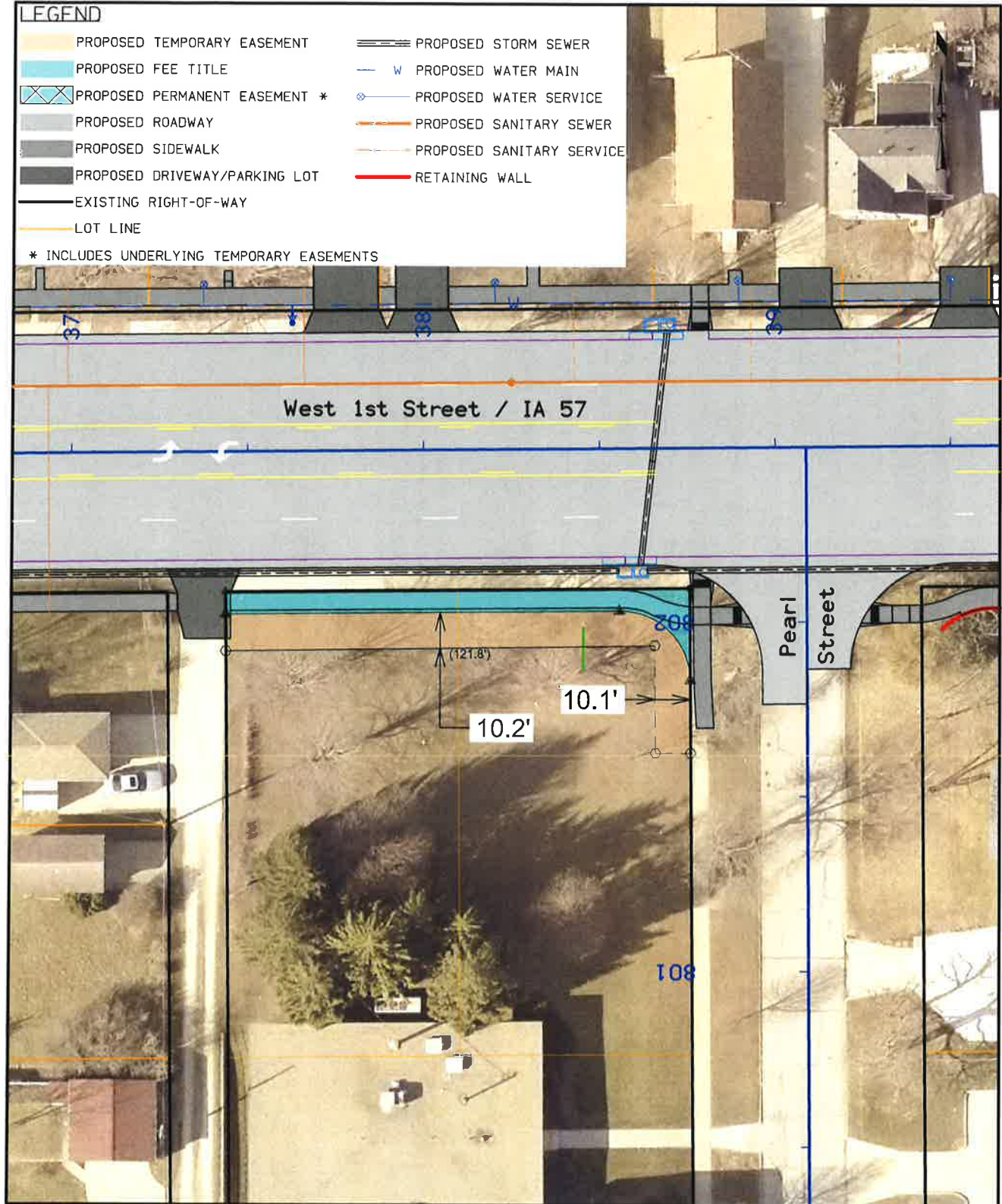
Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT *
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 61 - CITY OF CEDAR FALLS COMMUNITY SCHOOLS

SCALE: 1"= 40'
 DATE: 02/08/2018
 PROJECT #: STP-57-2(28)--2G-07



#PLTORVL &
 #PENTBL &
 #SHEETNAME &

#FILE &
 #DATE &
 #USER &

Item F.2.m.



WARRANTY DEED
THE IOWA STATE BAR ASSOCIATION
Official Form No. 101
Recorder's Cover Sheet

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

Taxpayer Information: Independent School District of Cedar Falls -1002 W. 1st St. Cedar Falls, IA
50613

Return Document To: City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Grantors:
Independent School District of Cedar Falls

Grantees:
State of Iowa

Legal description: See Page 2

Document or instrument number of previously recorded documents:



WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, Independent School District of Cedar Falls, does hereby Convey to State of Iowa

the following described real estate in Black Hawk County, Iowa:

See Attached Exhibit

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

Independent School District of Cedar Falls

Joyce E. Coil Name Title Board President (Grantor)

Douglas Neftzger Name Title Board Secretary (Grantor)

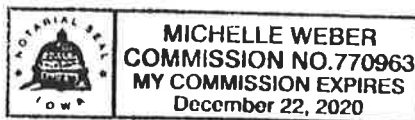
(Grantor)

(Grantor)

STATE OF Iowa, COUNTY OF Black Hawk

This record was acknowledged before me on Oct 23, 2018, by

Joyce E. Coil & Douglas Neftzger



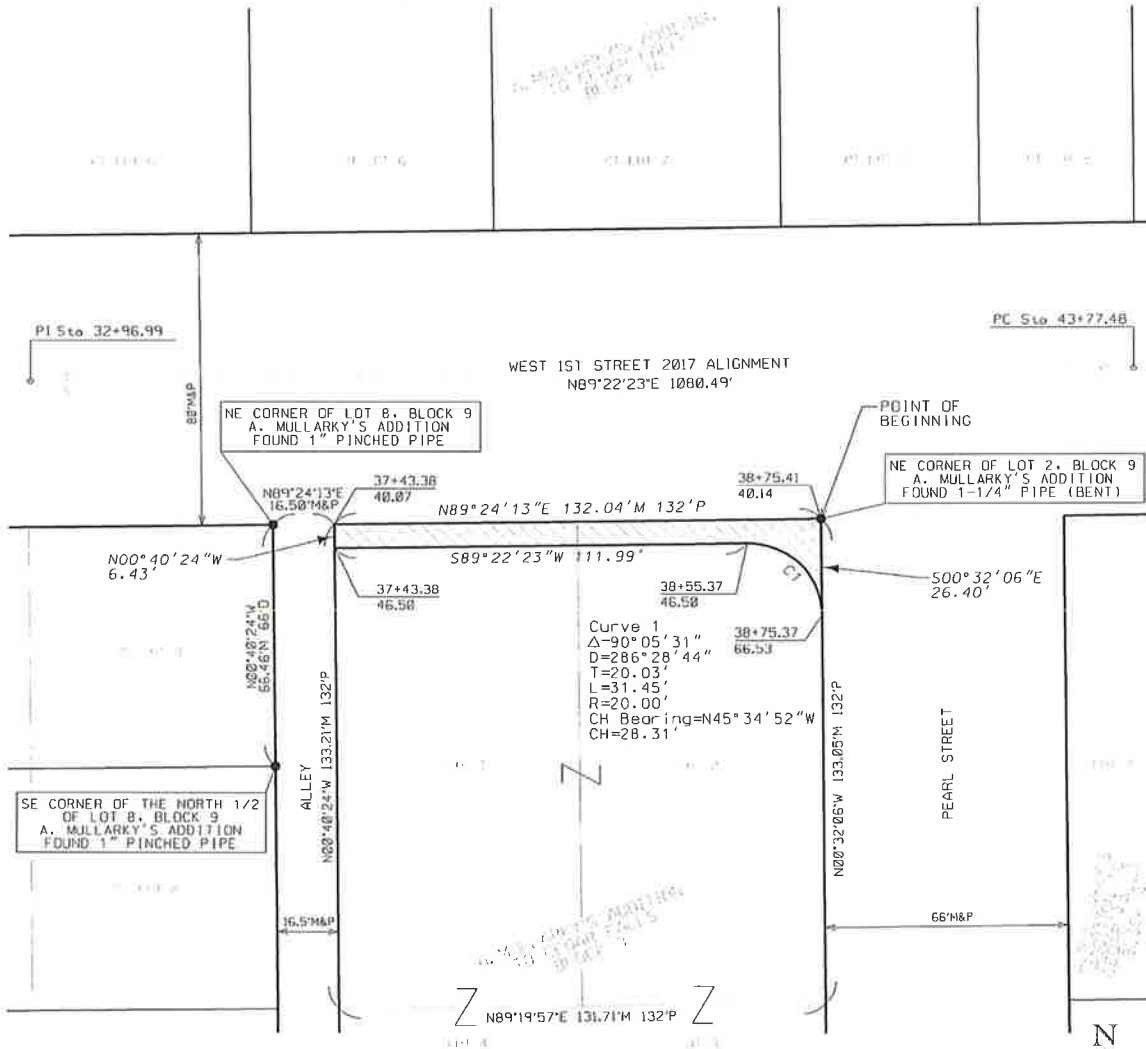
Michelle Weber Signature of Notary Public

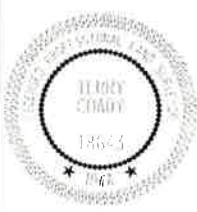
Item F.2.m.

IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 61
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE 931 S.F. AC, EASE _____ AC EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE _____
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE _____
 ACQUIRED FROM INDEPENDENT SCHOOL DISTRICT OF CEDAR FALLS

CITY OF CEDAR FALLS, IOWA





18643

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady **2-18-2018**

TERRY COADY DATE:

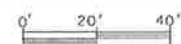
License number 18643

My License Renewal Date is December 31, 2019

Pages covered by this seal: _____

EXHIBIT "A" ONLY

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



DATE REVISED _____

DATE DRAWN JANUARY 29, 2018 -436-

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 61

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 AND A PART OF LOT 2 OF, BLOCK 9, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 OF, BLOCK 9, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE SOUTH 00°32'06" EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 26.40 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.45 FEET AND WHOSE CHORD BEARS NORTH 45°34'52" WEST, 28.31 FEET; THENCE SOUTH 89°22'23" WEST, 111.99 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°40'24" WEST ALONG SAID WEST LINE, 6.43 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID BLOCK 9, A DISTANCE OF 132.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (931 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 9 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

Item F.2.m.

REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT TO BE COMPLETED BY TRANSFEROR

TRANSFEROR:

Name	Independent School District of Cedar Falls			
Address	1002 W. 1 st St.	Cedar Falls	IA	50613
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>

TRANSFeree:

Name	City of Cedar Falls			
Address	220 Clay St.	Cedar Falls	IA	50613
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>

ADDRESS OF PROPERTY TRANSFERRED:

	1002 W. 1 st St.	Cedar Falls	IA	50613
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>

LEGAL DESCRIPTION OF PROPERTY:

SEE ATTACHED ACQUISITION EXHIBIT

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: _____

Jaya E. Weil
(Transferor or Agent) Board President

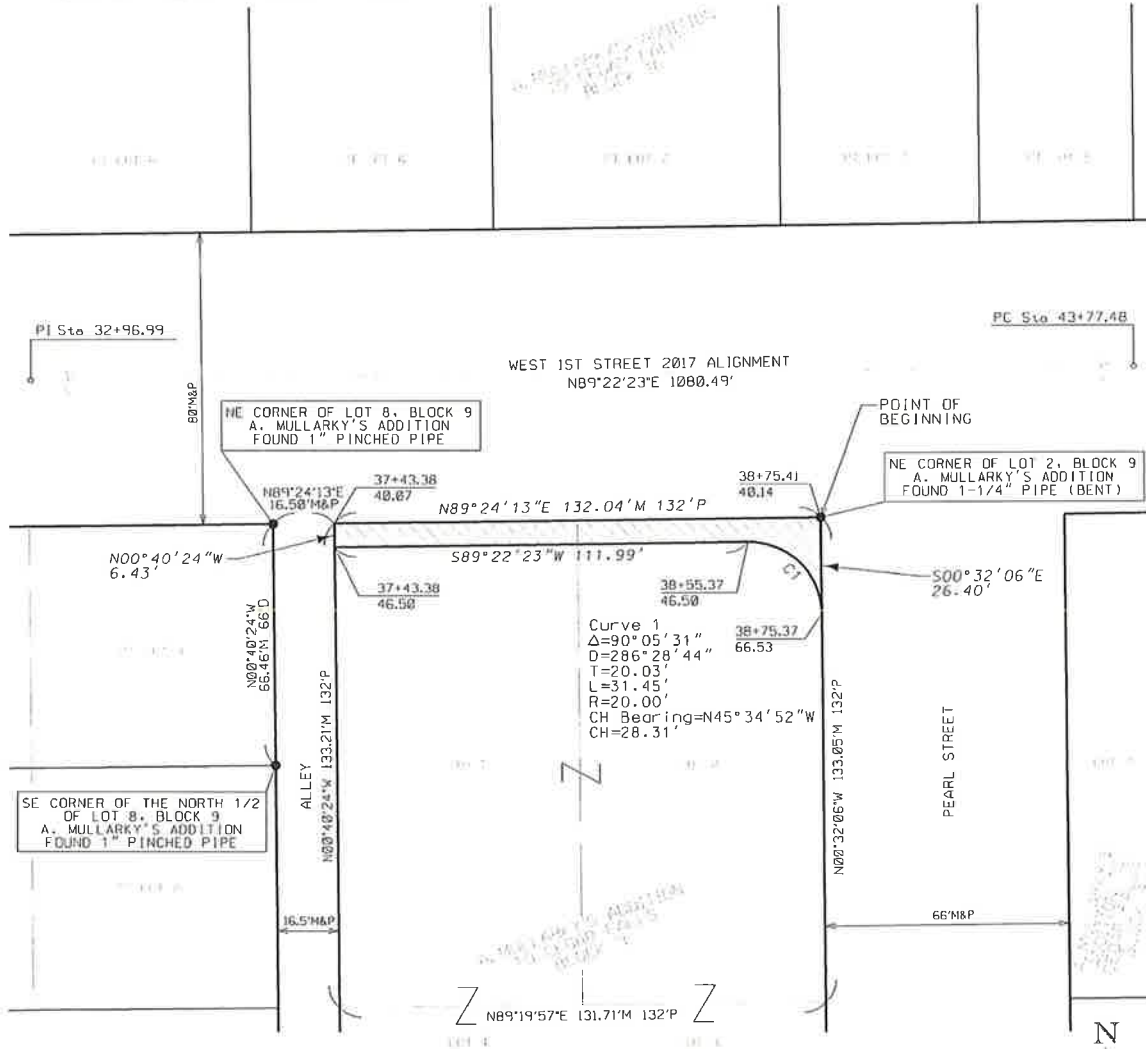
Telephone No.: 319-553-3000

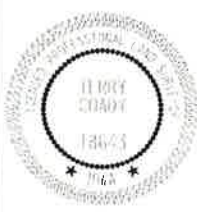
Item F.2.m.

IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 61
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE 931 S.F. AC, EASE _____ AC EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM INDEPENDENT SCHOOL DISTRICT OF CEDAR FALLS

CITY OF CEDAR FALLS, IOWA





I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

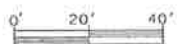
Terry Coady 2-18-2018
 TERRY COADY DATE:

License number 18643

My License Renewal Date is December 31, 2019

Pages covered by this seal: _____
EXHIBIT "A" ONLY

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



DATE REVISED _____
 DATE DRAWN JANUARY 29, 2018 -440- SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 61

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 AND A PART OF LOT 2 OF, BLOCK 9, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 OF, BLOCK 9, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE SOUTH 00°32'06" EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 26.40 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.45 FEET AND WHOSE CHORD BEARS NORTH 45°34'52" WEST, 28.31 FEET; THENCE SOUTH 89°22'23" WEST, 111.99 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°40'24" WEST ALONG SAID WEST LINE, 6.43 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID BLOCK 9, A DISTANCE OF 132.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (931 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 9 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

Item F.2.m.

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 1505 W. 1st St. COUNTY TAX PARCEL NO.8914-11-206-007
PARCEL NO. 4
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between Schuerman's 66 Inc., Seller, and the City of Cedar Falls, Iowa, Buyer.

The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition
See attached

Temporary Easement
See attached

and which include the following improvements of whatever type situated on the premises:

- _____
1. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
 2. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>43,004.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>43,000.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>615</u> sq. ft.	\$ <u>6,704.00</u>
Permanent Utility Easement	_____ sq. ft.	\$ _____
Temporary Easement	<u>4,094</u> sq. ft.	\$ <u>7,140.00</u>
Miscellaneous/Other	<u>Loss of 3 Parking Spots</u>	<u>\$26,700.00</u>
	<u>Loss of Asphalt</u>	<u>\$ 2,460.00</u>
Severance Damages		\$ _____

4. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except:
UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: _____

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

Item F.2.m.

- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Schuerman's 66 Inc.

<u>James J. Schuerman</u>	<u>10/01/18</u>	_____	_____
Name/Title	Date	Name/Title	Date
<u>President/owner</u>			

For an acknowledgment in a representative capacity:

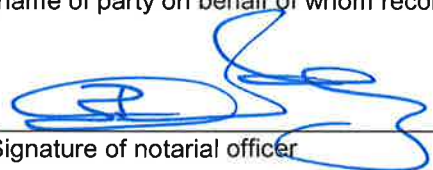
State of Iowa County of Black Hawk

This record was acknowledged before me on 10/1, 2018

by James Schuerman Name(s) of individual(s)

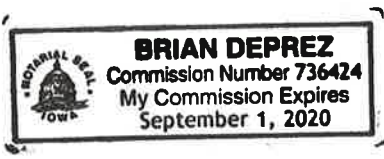
as President/owner (type of authority, such as officer or trustee)

of Schuerman's 66, Inc.
(name of party on behalf of whom record was executed).


Signature of notarial officer

Brian Deprez
Printed name of notarial officer

9-1-2020
My commission expires



BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

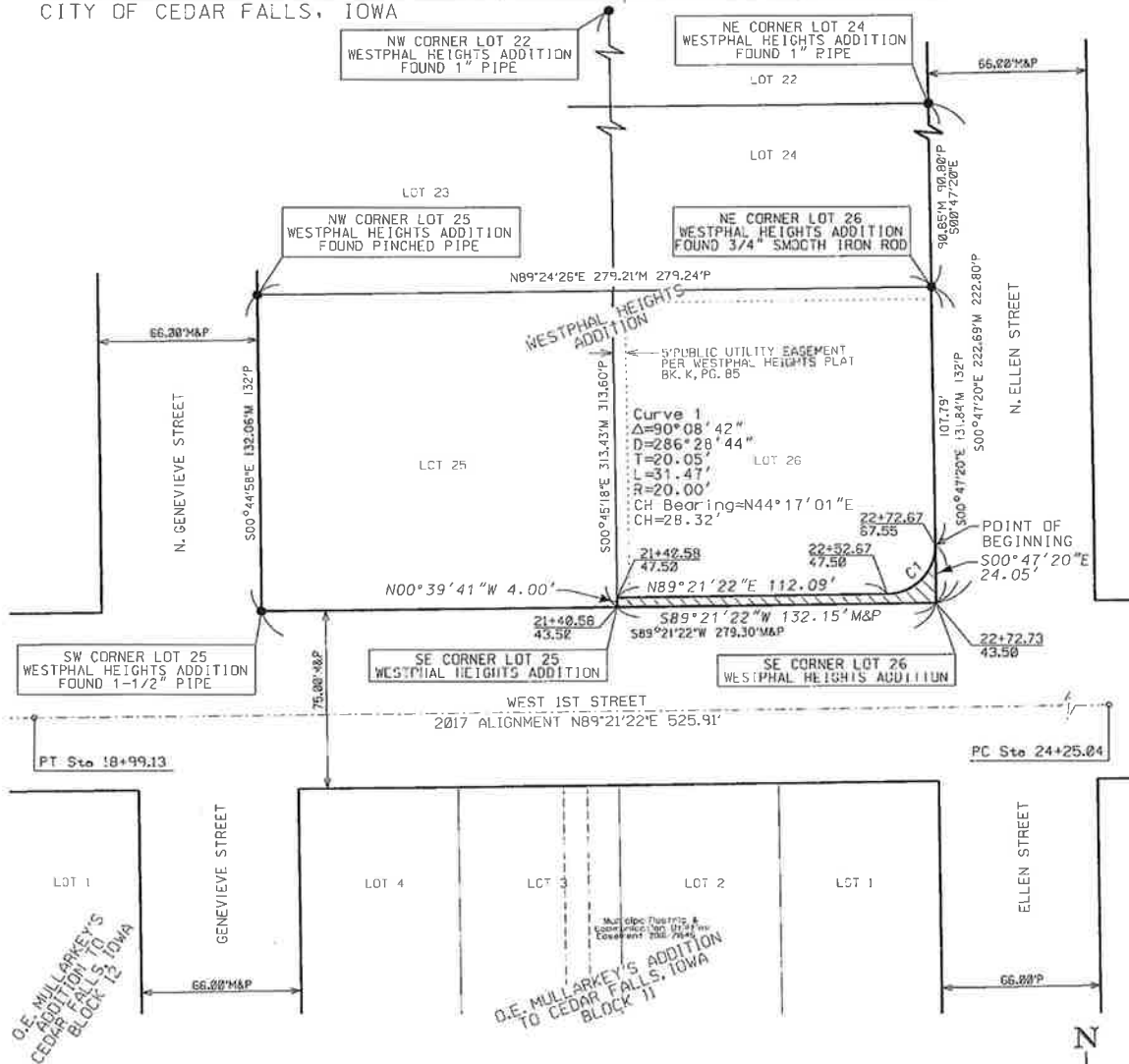
This instrument was acknowledged before me on the _____ day of _____, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

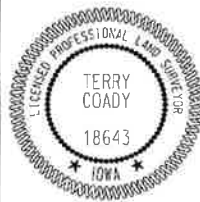
COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 4
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 615 S.F. EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM SCHUERMAN'S 66 INC.

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 2-18-2018
TERRY COADY DATE:
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: _____
EXHIBIT "A" ONLY



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

DATE REVISED _____
DATE DRAWN JANUARY 29, 2018 SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 4

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 26 OF, WESTPHAL HEIGHTS ADDITION, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

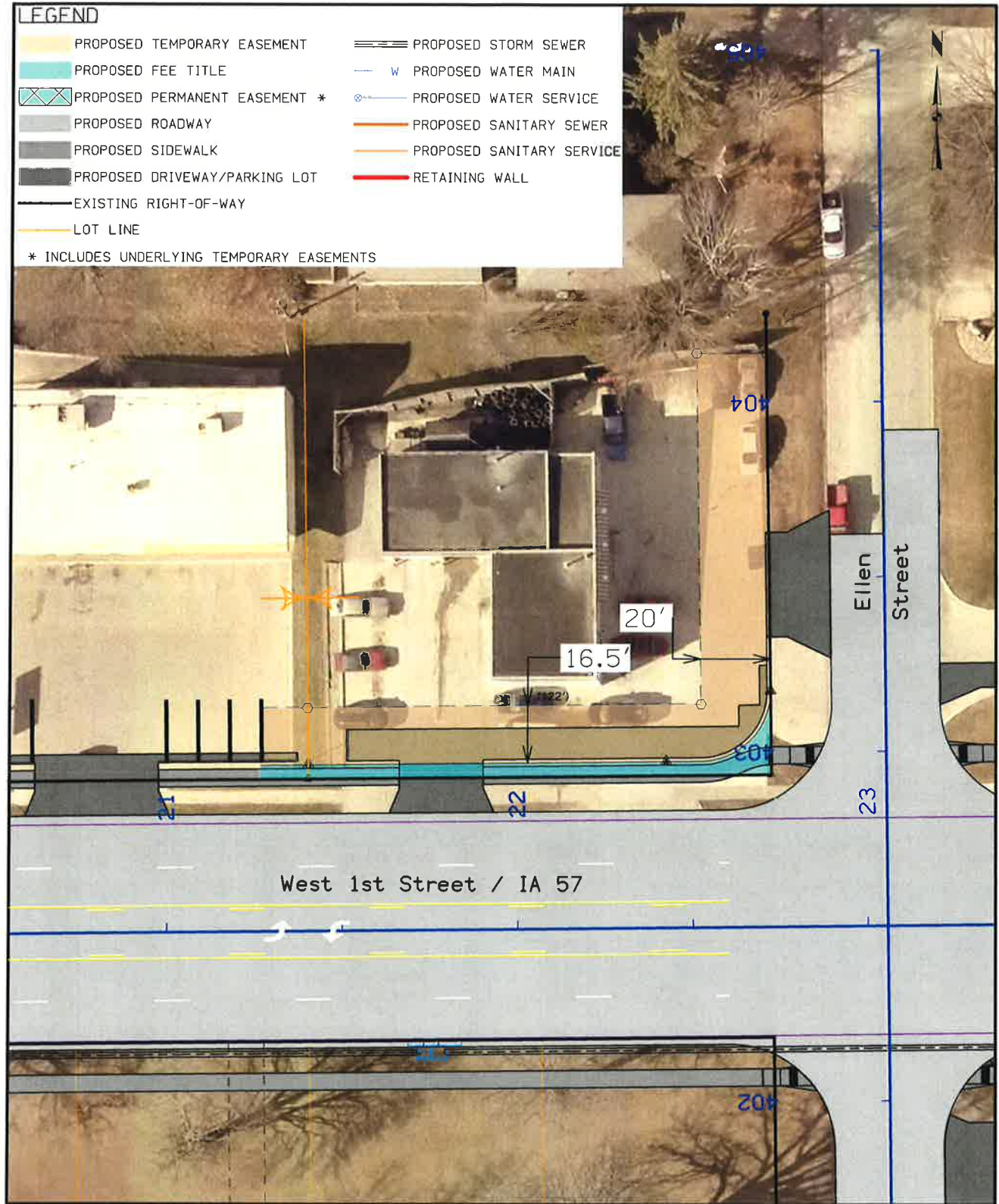
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 26 OF, WESTPHAL HEIGHTS ADDITION; THENCE SOUTH 00°47'20" EAST ALONG THE EAST LINE OF SAID LOT 26, A DISTANCE OF 107.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°47'20" EAST ALONG SAID EAST LINE, 24.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT 26; THENCE SOUTH 89°21'22" WEST ALONG THE SOUTH LINE OF SAID LOT 26, A DISTANCE OF 132.15 FEET TO THE SOUTHWEST CORNER OF SAID LOT 26; THENCE NORTH 00°39'41" WEST ALONG THE WEST LINE OF SAID LOT 26, A DISTANCE OF 4.00 FEET; THENCE NORTH 89°21'22" EAST, 112.09 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.47 FEET AND WHOSE CHORD BEARS NORTH 44°17'01" EAST, 28.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (615 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF WESTPHAL HEIGHTS ADDITION ASSUMED TO BEAR NORTH 89°21'22" EAST.

Item F.2.m.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 4 - SCHUERMAN'S 66, INC.

SCALE:
 1" = 40'

DATE:
 02/08/2018

PROJECT #:
 STP-57-2(28)--2G-07



\$PLTDRVL\$
 \$PENTBL\$
 \$SHEETNAME\$

\$FILE\$
 \$DATE\$
 \$USER\$

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by Schuerman's 66 Inc., owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Item F.2.m.

Schuerman's 66 Inc.

James Schuerman 10/01/18
Name/Title Date Name/Title Date
President/owner

For an acknowledgment in a representative capacity:

State of Iowa County of Black Hawk

This record was acknowledged before me on 10/1, 2018
by James Schuerman Name(s) of individual(s)
as Owner/President (type of authority, such as officer or trustee)
of Schuerman's 66, Inc.
(name of party on behalf of whom record was executed).


Signature of notarial officer

Brian DeLoe
Printed name of notarial officer

9-1-2020
My commission expires

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

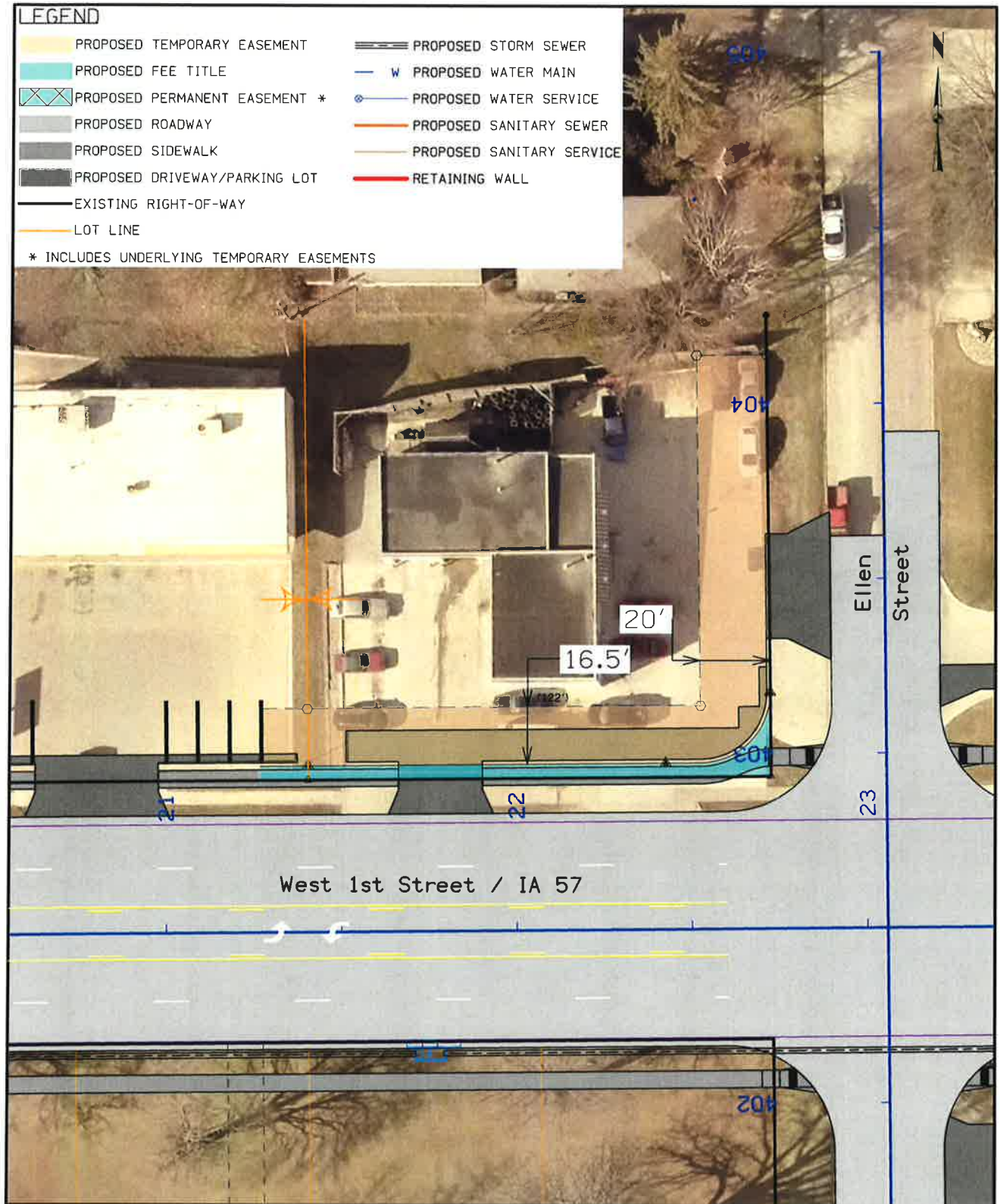
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires:

Item F.2.m.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 4 - SCHUERMAN'S 66, INC.

SCALE:
 1" = 40'

DATE:
 02/08/2018

PROJECT #:
 STP-57-2(28)--2G-07



#PL: TORVLA
 #PENTBL: L
 #SHEETNAME: F

#FILE: S
 #DATE: S
 #USER: S

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(515) 964-2020
(319)273-8600

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 909-911 W. 1st St. COUNTY TAX PARCEL NO.8914-11-228-013
PARCEL NO. 25
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this 15 day of OCT., 2018, by and between Bendable Equities, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.

The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition
See attached

Permanent Utility Easement
See attached

Temporary Easement
See attached

and which include the following improvements of whatever type situated on the premises:

_____.

1. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.

Item F.2.m.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>37,447.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>37,400.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>1,341</u> sq. ft.	\$ <u>12,069.00</u>
Permanent Utility Easement	<u>944</u> sq. ft.	\$ <u>4,248.00</u>
Temporary Easement	<u>1,375</u> sq. ft.	\$ <u>1,980.00</u>
Miscellaneous/Other	<u>Concrete/landscaping</u>	\$ <u>19,150.00</u>
Buildings		\$ _____
Severance Damages		\$ _____

4. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except:
UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: _____

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 9 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.
- 13. The Seller has permission to add a single car driveway no closer than five (5) feet from the north property line off of College Street.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Bendable Equities, LLC

James Bendt, Manager 10/15/18 _____
 Name/Title Date Name/Title Date

For an acknowledgment in a representative capacity:

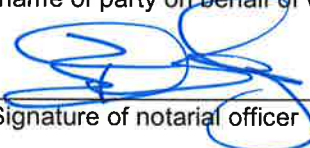
State of Iowa County of Black Hawk

This record was acknowledged before me on Oct. 15, 2018

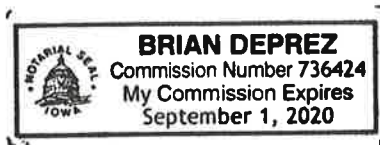
by JAMES BENDT Name(s) of individual(s)

as MANAGER (type of authority, such as officer or trustee)

of BENDABLE PROPERTIES, LLC
(name of party on behalf of whom record was executed).


 Signature of notarial officer

Brian Deprez
 Printed name of notarial officer
9-1-2020
 My commission expires



Item F.2.m.

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

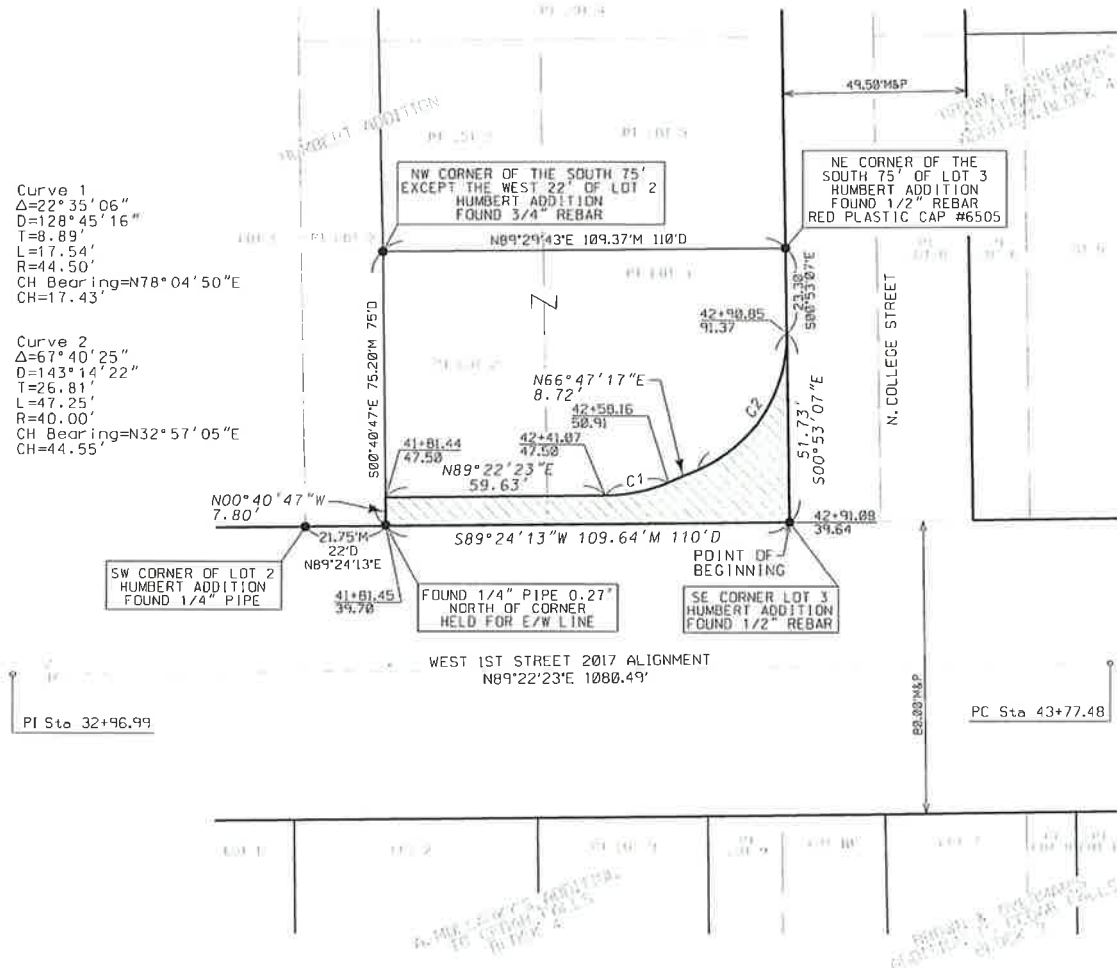
This instrument was acknowledged before me on the _____ day of _____, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 25
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 1,341 S.F. AC, EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM BENDABLE EQUITIES, LLC

CITY OF CEDAR FALLS, IOWA

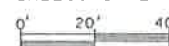


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 2-18-2018
TERRY COADY DATE:
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: _____
EXHIBIT "A" ONLY



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



DATE REVISED _____

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 40'

Item F.2.m.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 25

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

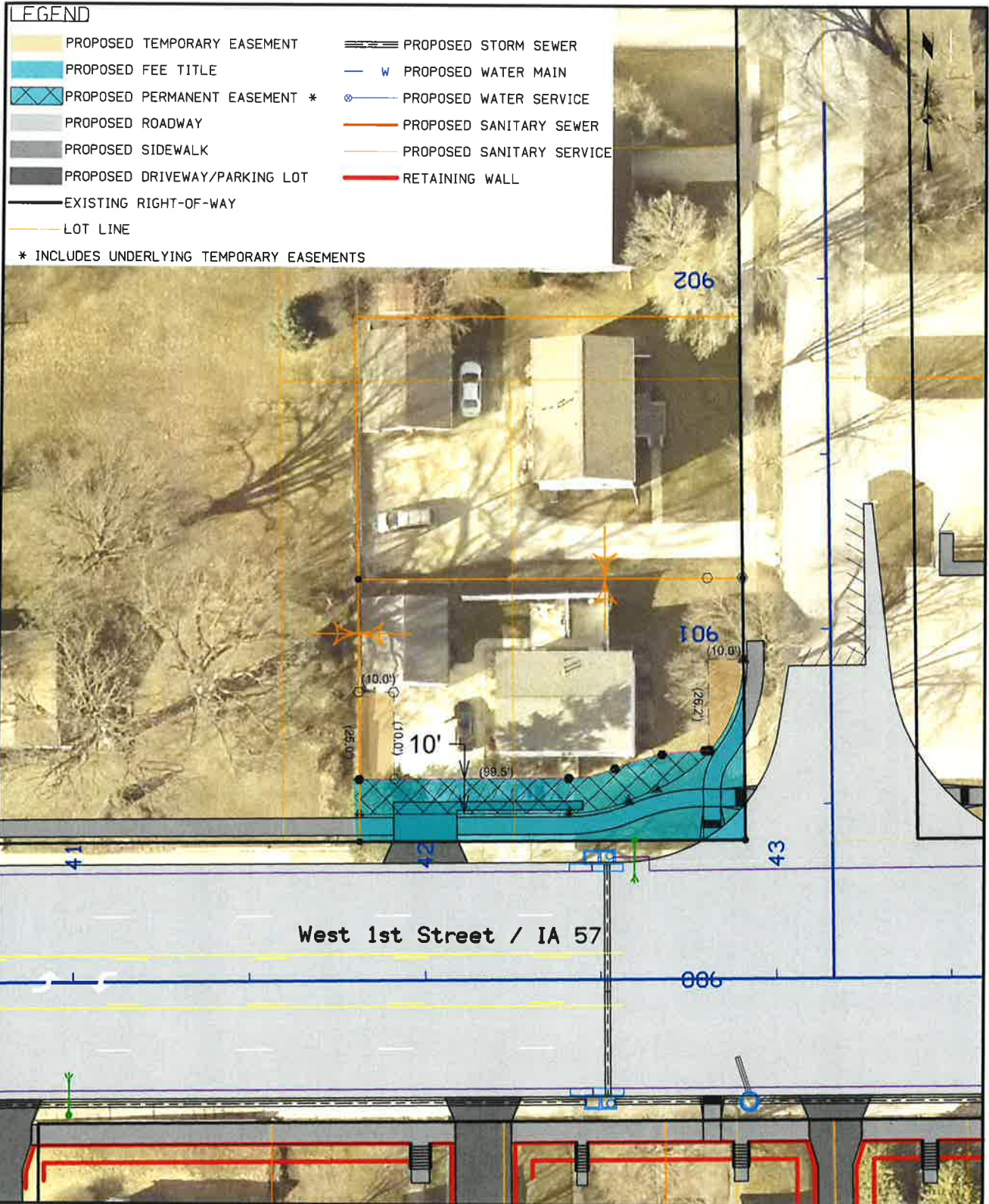
A PART OF LOT 2 AND A PART OF LOT 3 OF, HUMBERT ADDITION, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3, HUMBERT ADDITION; THENCE SOUTH 89°24'13" WEST ALONG THE SOUTH LINE OF SAID LOT 3 AND ALONG THE SOUTH LINE OF SAID LOT 2 OF HUMBERT ADDITION, 109.64 FEET TO THE SOUTHEAST CORNER OF THE WEST 22.00 FEET OF SAID LOT 2; THENCE NORTH 00°40'47" WEST ALONG THE EAST LINE OF SAID WEST 22.00 FEET OF LOT 2, A DISTANCE OF 7.80 FEET; THENCE NORTH 89°22'23" EAST, 59.63 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 44.50 FEET, WHOSE ARC LENGTH IS 17.54 FEET AND WHOSE CHORD BEARS NORTH 78°04'50" EAST, 17.43 FEET; THENCE NORTH 66°47'17" EAST, 8.72 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 40.00 FEET, WHOSE ARC LENGTH IS 47.25 FEET AND WHOSE CHORD BEARS NORTH 32°57'05" EAST, 44.55 FEET TO THE EAST LINE OF SAID LOT 3; THENCE SOUTH 00°53'07" EAST ALONG SAID EAST LINE, 51.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 AC. (1,341 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



NOTE:

THE SOUTH LINE OF HUMBERT ADDITION ASSUMED TO BEAR NORTH 89°24'13" EAST.



- LEGEND**
- PROPOSED TEMPORARY EASEMENT
 - PROPOSED FEE TITLE
 - PROPOSED PERMANENT EASEMENT *
 - PROPOSED ROADWAY
 - PROPOSED SIDEWALK
 - PROPOSED DRIVEWAY/PARKING LOT
 - EXISTING RIGHT-OF-WAY
 - LOT LINE
 - * INCLUDES UNDERLYING TEMPORARY EASEMENTS

- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION		SCALE:
PARCEL 25 - BENDABLE EQUITIES, LLC		1" = 40'
 	DATE:	
	02/08/2018	
		PROJECT #:
		STP-57-2(28)--2G-07

PLT DRVL
PENITELL
SHEET NAME

FILEL
DATE
USER

Item F.2.m.

WHEN RECORDED RETURN TO:
City Clerk – City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Preparer Information: Kevin Rogers, City Attorney, 220 Clay St. Cedar Falls, IA 50613 (319) 273-8600

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Bendable Equities, LLC, of the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Cedar Falls, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit A Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Utility

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor and its grantees, acknowledge the existing structures, plantings, and fencing remaining inside the Easement following construction of the West 1st Street Improvements Project may remain until such time use of the Easement area is needed by the City. Grantor and its grantees, further acknowledge should removal of existing structures, plantings, and fencing be required after the Project that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, and fencing removed from within the Easement area.

Grantor does hereby covenant that Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

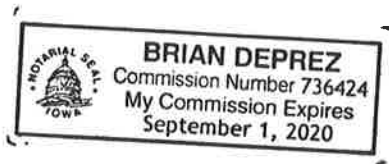
Item F.2.m.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 15 day of oct, 2018.

James K Benda
JAMES K. BENDA, MANAGER Date 10/15/18

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

This record was acknowledged before me on this 15 day of oct, 2018, by
JAMES K. BENDA as MANAGER of BENDABLE EQUITIES, LLC.



[Signature]
Notary Public in and for the State of Iowa

ACCEPTANCE OF PUBLIC UTILITY 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)

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Public Utility Easement was duly approved and accepted by the City Council of the City of Cedar Falls by by Resolution No. _____, passed on the _____ day of _____, 2018, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2018.

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 25
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE _____ AC, EASE 944 S.F. ~~AC~~ EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE _____
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE _____
ACQUIRED FROM BENDABLE EQUITIES, L.L.C.

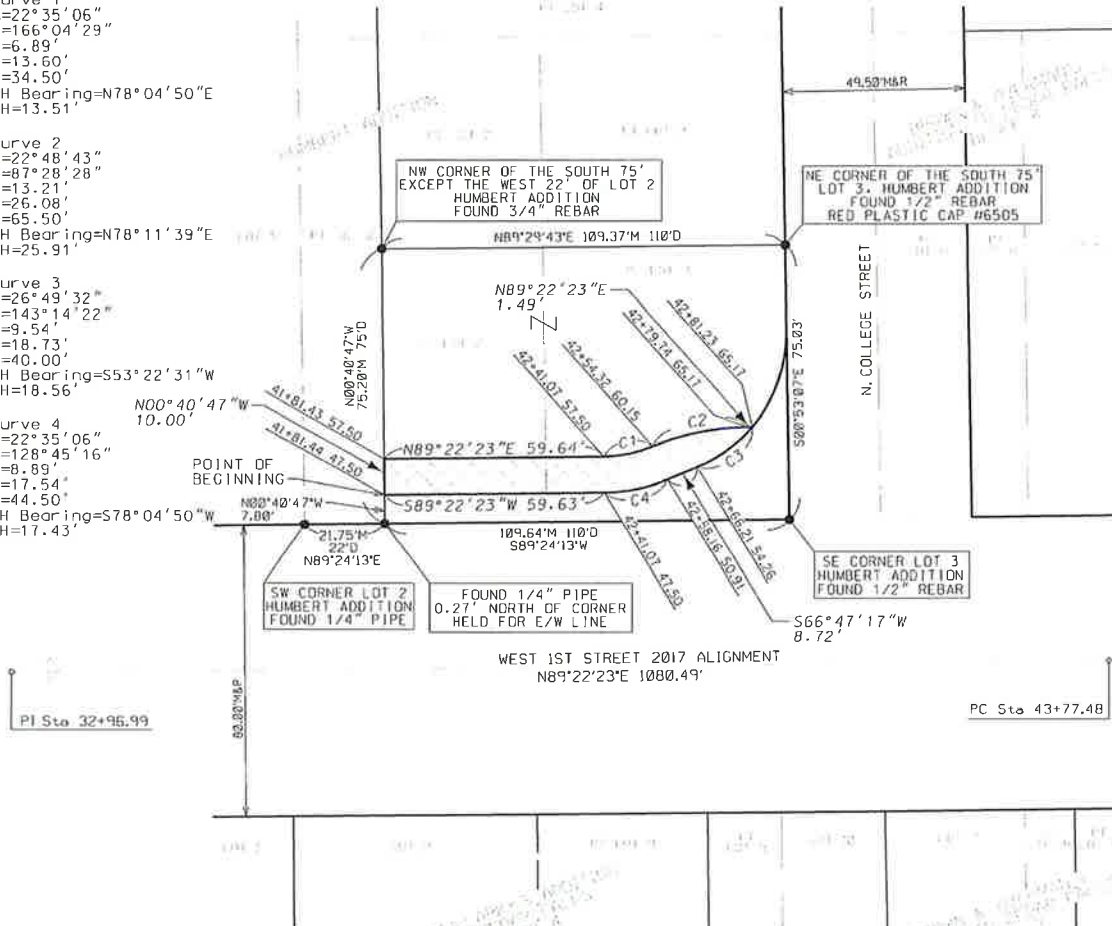
CITY OF CEDAR FALLS, IOWA
EASEMENT ACQUIRED FOR PUBLIC UTILITY

Curve 1
Δ=22° 35' 06"
D=166° 04' 29"
T=6.89'
L=13.60'
R=34.50'
CH Bearing=N78° 04' 50"E
CH=13.51'

Curve 2
Δ=22° 48' 43"
D=87° 28' 28"
T=13.21'
L=26.08'
R=65.50'
CH Bearing=N78° 11' 39"E
CH=25.91'

Curve 3
Δ=26° 49' 32"
D=143° 14' 22"
T=9.54'
L=18.73'
R=40.00'
CH Bearing=S53° 22' 31"W
CH=18.56'

Curve 4
Δ=22° 35' 06"
D=128° 45' 16"
T=9.89'
L=17.54'
R=44.50'
CH Bearing=S78° 04' 50"W
CH=17.43'



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 2-18-2018
TERRY COADY DATE:
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: _____
EXHIBIT "A" ONLY



Item F.2.m.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 25

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 2 AND A PART OF LOT 3 OF, HUMBERT ADDITION, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 89°24'13" EAST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 21.75 FEET TO THE SOUTHWEST CORNER OF THE SOUTH 75 FEET OF THE EAST 44 FEET OF SAID LOT 2; THENCE NORTH 00°40'47" WEST ALONG THE WEST LINE OF SAID SOUTH 75 FEET OF THE EAST 44 FEET OF LOT 2, A DISTANCE OF 7.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°40'47" WEST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH 89°22'23" EAST, 59.64 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 34.50 FEET, WHOSE ARC LENGTH IS 13.60 FEET AND WHOSE CHORD BEARS NORTH 78°04'50" EAST, 13.51 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 65.50 FEET, WHOSE ARC LENGTH IS 26.08 FEET AND WHOSE CHORD BEARS NORTH 78°11'39" EAST, 25.91 FEET; THENCE NORTH 89°22'23" EAST, 1.49 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 40.00 FEET, WHOSE ARC LENGTH IS 18.73 FEET AND WHOSE CHORD BEARS SOUTH 53°22'31" WEST, 18.56 FEET; THENCE SOUTH 66°47'17" WEST, 8.72 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 44.50 FEET, WHOSE ARC LENGTH IS 17.54 FEET AND WHOSE CHORD BEARS SOUTH 78°04'50" WEST, 17.43 FEET; THENCE SOUTH 89°22'23" WEST, 59.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (944 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF HUMBERT ADDITION ASSUMED TO BEAR NORTH 89°24'13" EAST.

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by Bendable Equities, LLC, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Item F.2.m.

Bendable Equities, LLC

<u>Jim Bendick, Manager</u>	<u>10/15/18</u>	_____	_____
Name/Title	Date	Name/Title	Date

For an acknowledgment in a representative capacity:

State of Iowa County of Black Hawk

This record was acknowledged before me on OCT. 15, 2018

by JAMES BOWDA Name(s) of individual(s)

as MANAGER (type of authority, such as officer or trustee)

of BENDABLE PROPERTIES, LLC
(name of party on behalf of whom record was executed).

Signature of notarial officer

Brian Deprez

Printed name of notarial officer

9-1-2020

My commission expires



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

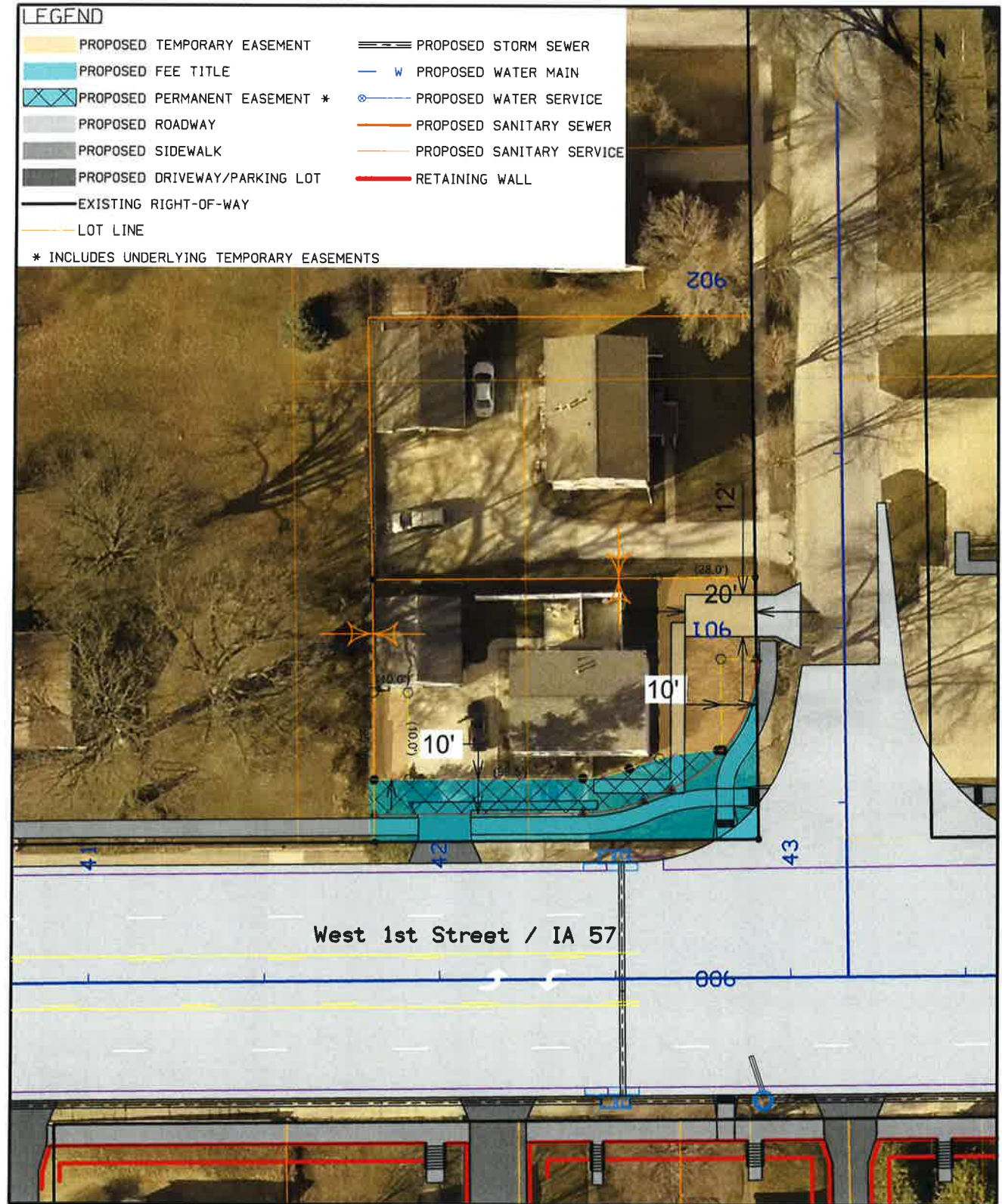
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires:

Item F.2.m.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 25 - BENDABLE EQUITIES, LLC

SCALE:
 1" = 40'

DATE:
 02/08/2018

PROJECT #:
 STP-57-2(28)--2G-07



8PLTDRVL
 8PENTBL
 8SHEETNAME

8FILEL
 8DATE
 8USER

Prepared by: Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, IA 50023
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613

(515) 964-2020
(319) 273-8600

**CITY OF CEDAR FALLS
TENANT PURCHASE AGREEMENT**

Property Address: 909 - 911 W. 1st St. **County Tax Parcel No:** 8914-11-228-013
Parcel Number: 25 Project Name: West 1st Street Cedar Falls IA 57 Reconstruction Project
Project Number STP-57-2(28)--2c-07

THIS AGREEMENT entered into this _____ day of _____, 2018, by and between _____, Seller and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area
See Attached Acquisition Plat
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-8, and all improvements of whatever type situated on the premises.

- 2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: Bendable Equities, LLC

- 3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
- 4. Seller grants to the City a Fee Acquisition and Temporary Easement as shown on the attached Acquisition Plat and Temporary easement are plat. Any Temporary Construction Easement shall terminate upon completion of the project.
- 5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
- 6. This agreement shall apply to and bind the legal successors in interest of the Seller.
- 7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
- 8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Item F.2.m.

9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

None Known

10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Dustin Shepherd 10/15/18
Name Date

[Signature] _____
Name Date

For an acknowledgment in a representative capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on _____

Oct. 15, 2018 (Date) by _____

DUSTIN SHEPHERD

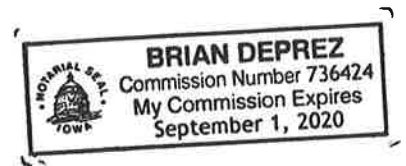
Name(s) of individual(s) as TENANT

(type of authority, such as officer or trustee)

of _____

(name of party on behalf of whom record was executed).

[Signature]
Signature of notarial officer



Brian Deprez
Printed name of notarial officer

9-1-2020
My commission expires

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

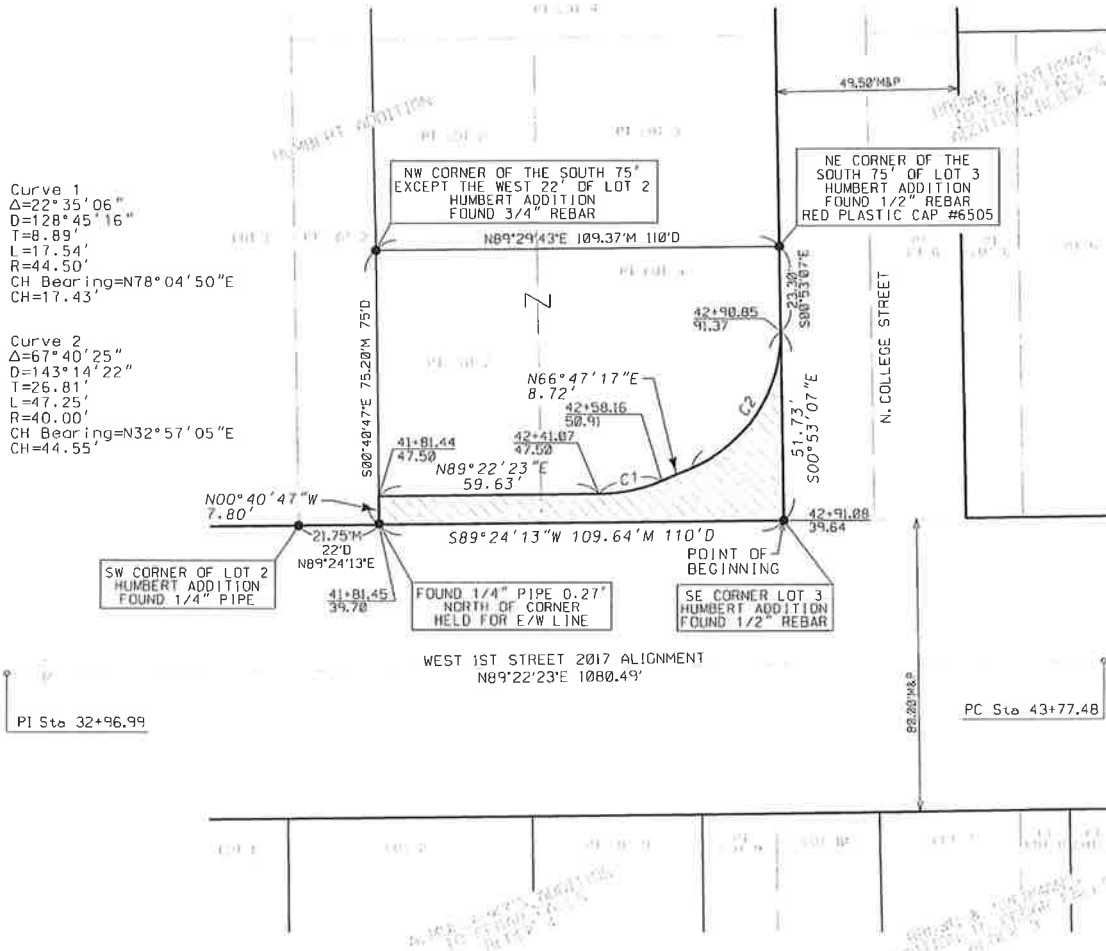
My Commission Expires:


Item F.2.m.

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 25
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 1,341 S.F. AC, EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM BENDABLE EQUITIES, LLC

CITY OF CEDAR FALLS, IOWA



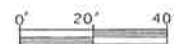


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 2-18-2018
TERRY COADY DATE:
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: _____
EXHIBIT "A" ONLY



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



DATE REVISED _____

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 25

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 2 AND A PART OF LOT 3 OF, HUMBERT ADDITION, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3, HUMBERT ADDITION; THENCE SOUTH 89°24'13" WEST ALONG THE SOUTH LINE OF SAID LOT 3 AND ALONG THE SOUTH LINE OF SAID LOT 2 OF HUMBERT ADDITION, 109.64 FEET TO THE SOUTHEAST CORNER OF THE WEST 22.00 FEET OF SAID LOT 2; THENCE NORTH 00°40'47" WEST ALONG THE EAST LINE OF SAID WEST 22.00 FEET OF LOT 2, A DISTANCE OF 7.80 FEET; THENCE NORTH 89°22'23" EAST, 59.63 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 44.50 FEET, WHOSE ARC LENGTH IS 17.54 FEET AND WHOSE CHORD BEARS NORTH 78°04'50" EAST, 17.43 FEET; THENCE NORTH 66°47'17" EAST, 8.72 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 40.00 FEET, WHOSE ARC LENGTH IS 47.25 FEET AND WHOSE CHORD BEARS NORTH 32°57'05" EAST, 44.55 FEET TO THE EAST LINE OF SAID LOT 3; THENCE SOUTH 00°53'07" EAST ALONG SAID EAST LINE, 51.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 AC. (1,341 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

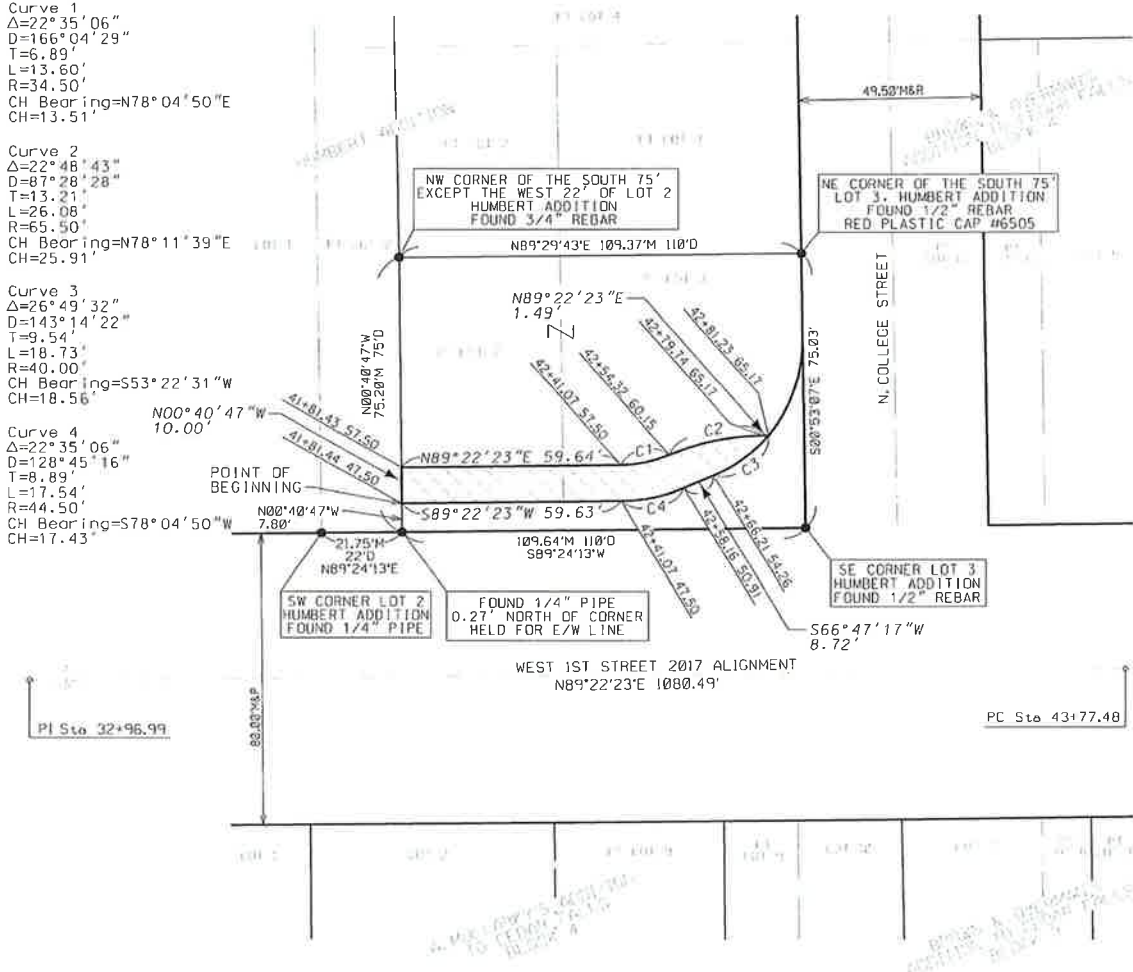
NOTE:

THE SOUTH LINE OF HUMBERT ADDITION ASSUMED TO BEAR NORTH 89°24'13" EAST.

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 25
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE _____ AC. EASE 944 S.F. EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE _____
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE _____
ACQUIRED FROM BENDABLE EQUITJES, L.L.C.

CITY OF CEDAR FALLS, IOWA
EASEMENT ACQUIRED FOR PUBLIC UTILITY



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 2-18-2018
TERRY COADY DATE:
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: _____
EXHIBIT "A" ONLY



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



DATE REVISED _____
DATE DRAWN JANUARY 29, 2018 -474-

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 25

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 2 AND A PART OF LOT 3 OF, HUMBERT ADDITION, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

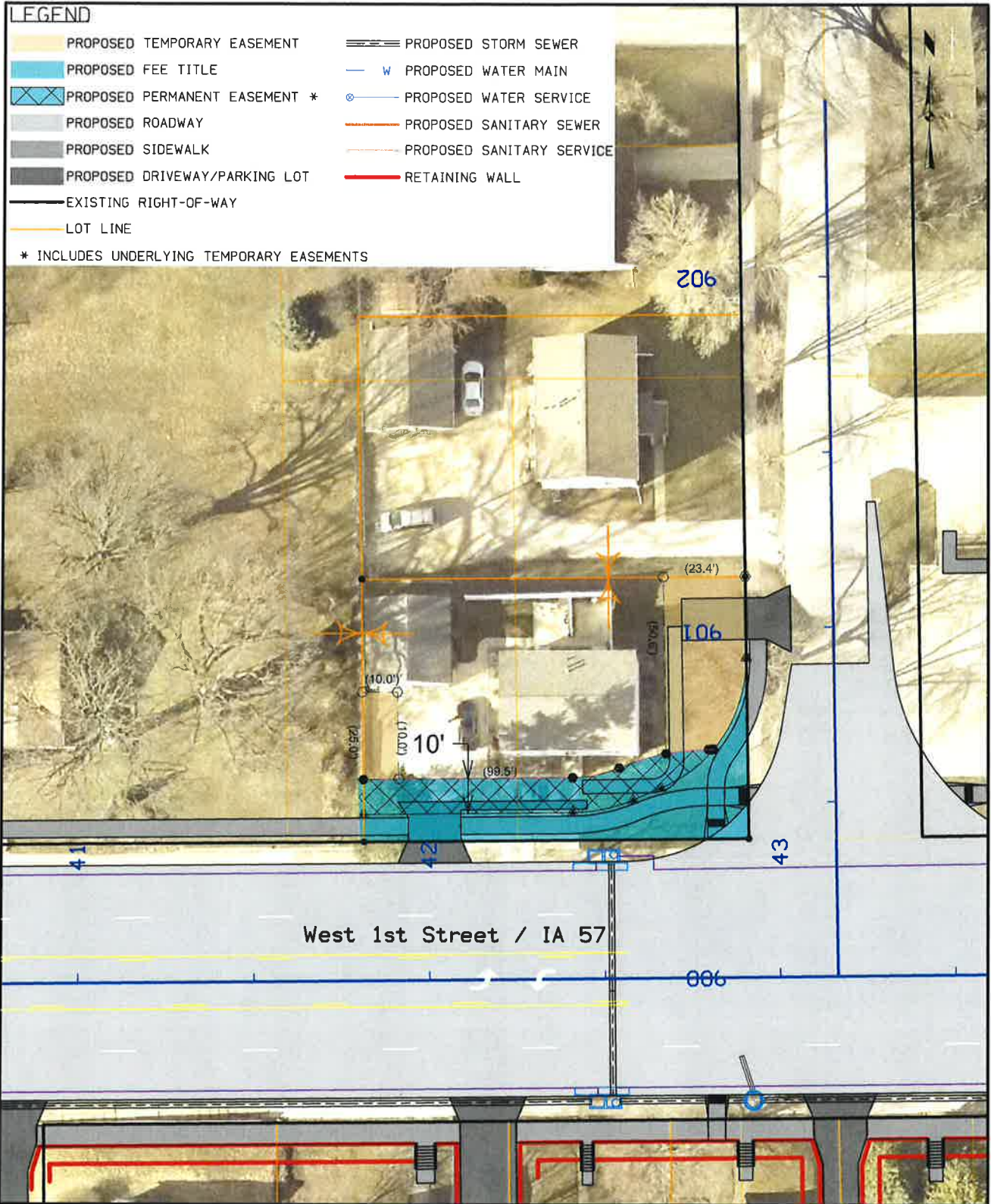
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 89°24'13" EAST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 21.75 FEET TO THE SOUTHWEST CORNER OF THE SOUTH 75 FEET OF THE EAST 44 FEET OF SAID LOT 2; THENCE NORTH 00°40'47" WEST ALONG THE WEST LINE OF SAID SOUTH 75 FEET OF THE EAST 44 FEET OF LOT 2, A DISTANCE OF 7.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°40'47" WEST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH 89°22'23" EAST, 59.64 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 34.50 FEET, WHOSE ARC LENGTH IS 13.60 FEET AND WHOSE CHORD BEARS NORTH 78°04'50" EAST, 13.51 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 65.50 FEET, WHOSE ARC LENGTH IS 26.08 FEET AND WHOSE CHORD BEARS NORTH 78°11'39" EAST, 25.91 FEET; THENCE NORTH 89°22'23" EAST, 1.49 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 40.00 FEET, WHOSE ARC LENGTH IS 18.73 FEET AND WHOSE CHORD BEARS SOUTH 53°22'31" WEST, 18.56 FEET; THENCE SOUTH 66°47'17" WEST, 8.72 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 44.50 FEET, WHOSE ARC LENGTH IS 17.54 FEET AND WHOSE CHORD BEARS SOUTH 78°04'50" WEST, 17.43 FEET; THENCE SOUTH 89°22'23" WEST, 59.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (944 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF HUMBERT ADDITION ASSUMED TO BEAR NORTH 89°24'13" EAST.

Item F.2.m.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 25 - BENDABLE EQUITIES, LLC

SCALE:
 1" = 40'

DATE:
 02/08/2018

PROJECT #:
 STP-57-2(28)--2G-07



PLTORVL
 PENTALL
 SHEETNAME

RFL
 DATE
 USER

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 701 W. 1st St. COUNTY TAX PARCEL NO.8914-12-101-008
PARCEL NO. 31
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between Daniel F. and Lynne Jordan, Seller, and the City of Cedar Falls, Iowa, Buyer.

The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

Temporary Easement
See attached

and which include the following improvements of whatever type situated on the premises:

_____.

1. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Item F.2.m.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>12,500.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>12,500.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title _____	sq. ft.	\$ _____
Permanent Utility Easement _____	sq. ft.	\$ _____
Temporary Easement <u>7,088</u>	sq. ft.	\$ <u>12,500.00</u>
Miscellaneous/Other _____		\$ _____
Severance Damages _____		\$ _____

4. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: _____

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 5 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the

survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.

- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

<u>Daniel F. Jordan</u>	<u>10/15/18</u>	<u>Daniel F. Jordan</u>	<u>10-15-18</u>	<u>as POA for</u>
Daniel F. Jordan	Date	Lynne Jordan	Date	

For an acknowledgment in an individual capacity:

State of Iowa

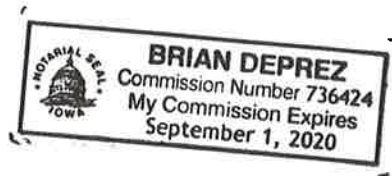
County of Black Hawk

This record was acknowledged before me on Oct. 15, 2018

by Daniel F. Jordan Name(s) of individual(s)

[Signature]
 Signature of notarial officer

Brian Deprez
 Printed name of notarial officer
9-1-2020
 My commission expires



Item F.2.m.

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

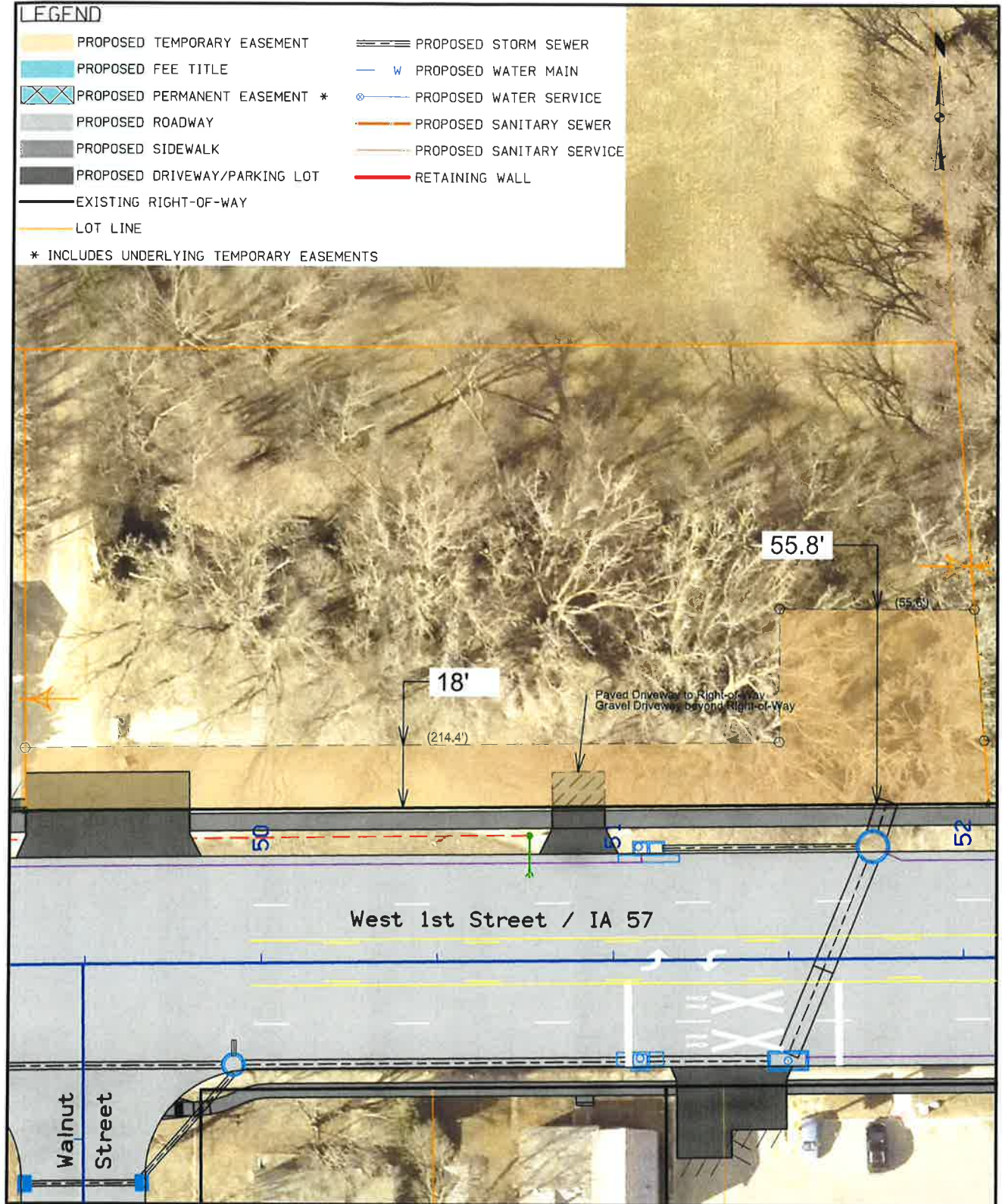
STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT *
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- * INCLUDES UNDERLYING TEMPORARY EASEMENTS
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 31 - DANIEL F. & LYNNE JORDAN

SCALE: 1" = 40'
 DATE: 02/08/2018
 PROJECT #: STP-57-2(28)--2G-07



#PLTDRVL#
 #PENTBL#
 #SHEETNAME#

#PL# EL#
 #DATE#
 #USER#

Item F.2.m.

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by Daniel F. and Lynne Jordan, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Daniel F. Jordan 10/15/18
Daniel F. Jordan Date

Lynne Jordan 10/15/18
Lynne Jordan Date

10-15-18 A PBA Sov

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on Oct. 15, 2018

by DANIEL F. JORDAN Name(s) of individual(s)

[Signature]
Signature of notarial officer

Brian Deprez
Printed name of notarial officer
9-1-2020
My commission expires



Item F.2.m.

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)

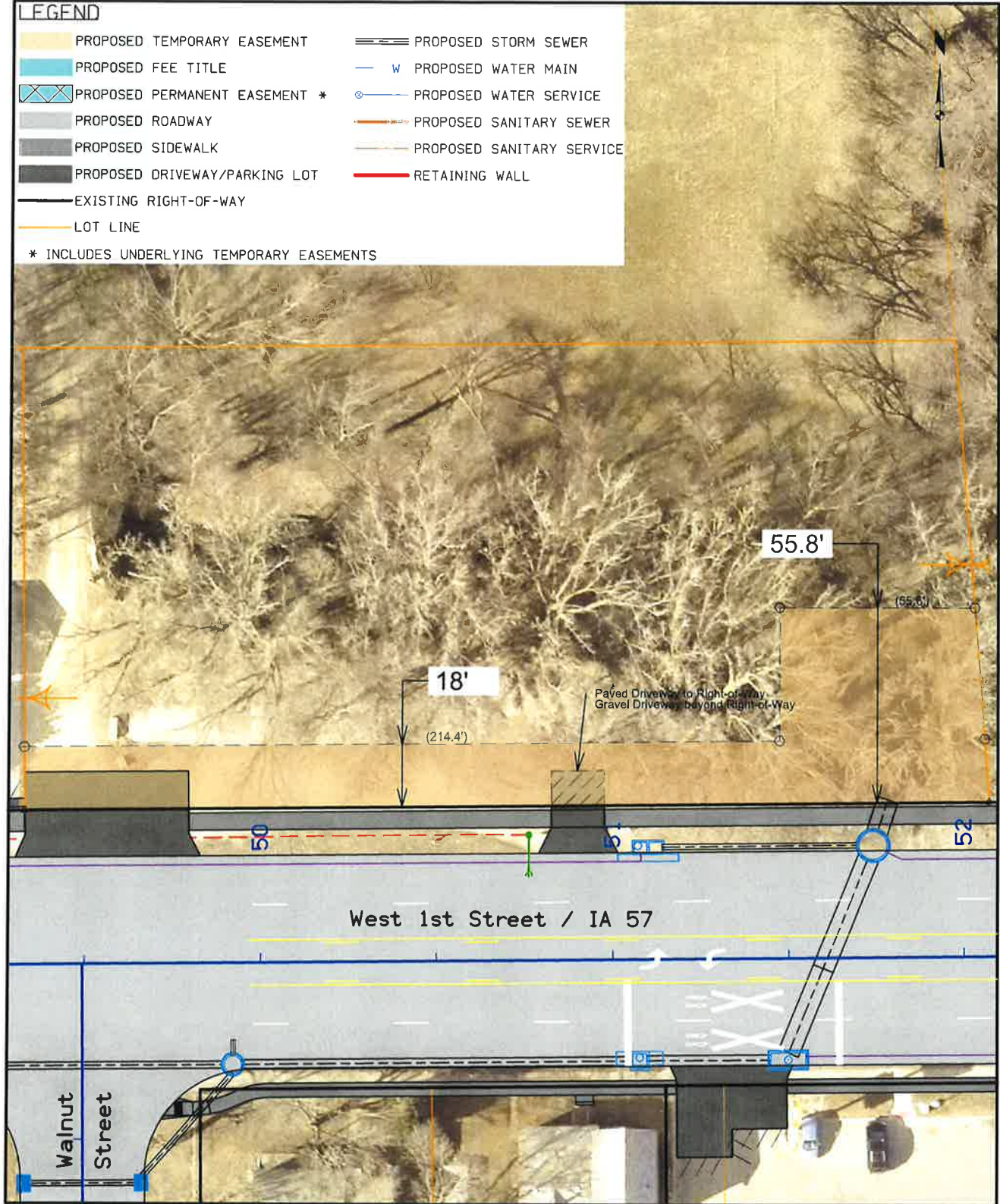
This instrument was acknowledged before me on _____, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
 - PROPOSED FEE TITLE
 - PROPOSED PERMANENT EASEMENT *
 - PROPOSED ROADWAY
 - PROPOSED SIDEWALK
 - PROPOSED DRIVEWAY/PARKING LOT
 - EXISTING RIGHT-OF-WAY
 - LOT LINE
 - PROPOSED STORM SEWER
 - W PROPOSED WATER MAIN
 - PROPOSED WATER SERVICE
 - PROPOSED SANITARY SEWER
 - PROPOSED SANITARY SERVICE
 - RETAINING WALL
- * INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 31 - DANIEL F. & LYNNE JORDAN

SCALE:
 1" = 40'

DATE:
 02/08/2018

PROJECT #:
 STP-57-2(28)--2G-07



\$PLTDRVL\$
 \$PENTBL\$
 \$STRTNAME\$

\$FILE#
 \$DATE#
 \$USER#

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 704 -706 W. 1st St. COUNTY TAX PARCEL NO. 8914-12-153-003
PARCEL NO. 48
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this 15th day of OCTOBER, 2018, by and between Thomas A. Pounds and Dorinda Pounds, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

Fee Acquisition
See attached

and which include the following improvements of whatever type situated on the premises:

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
----------------	--------------------	------

\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ _____	on possession and conveyance	60 days after Buyer approval
\$ 215,000.00		
\$ 215,000.00	TOTAL LUMP SUM	

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

Land by Fee Title	_____ sq. ft.	\$ _____
Permanent Utility Easement	_____ sq. ft.	\$ _____
Temporary Easement	_____ sq. ft.	\$ _____
Miscellaneous/Other	_____ sq. ft.	\$ _____
Buildings	_____	\$ _____
Severance Damages	_____	\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: Midwest Contractors.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: Thomas A. and Dorinda Pounds— 403 Olive St. Cedar Falls IA 50613
8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 5 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint

tenancy has not been destroyed by operation of law or acts of the Seller.

- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid

Thomas A. Pounds _____
 Thomas A. Pounds Date 10/15/18

Dorinda Pounds _____
 Dorinda Pounds Date 10/15/18

- 1. For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on October

15th, 2018 (Date) by THOMAS A

POUNDS AND DORINDA POUNDS

Name(s) of individual(s) _____

[Signature]
 Signature of notarial officer _____



BUYER'S APPROVAL

By: James P. Brown, Mayor (date)

By: Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

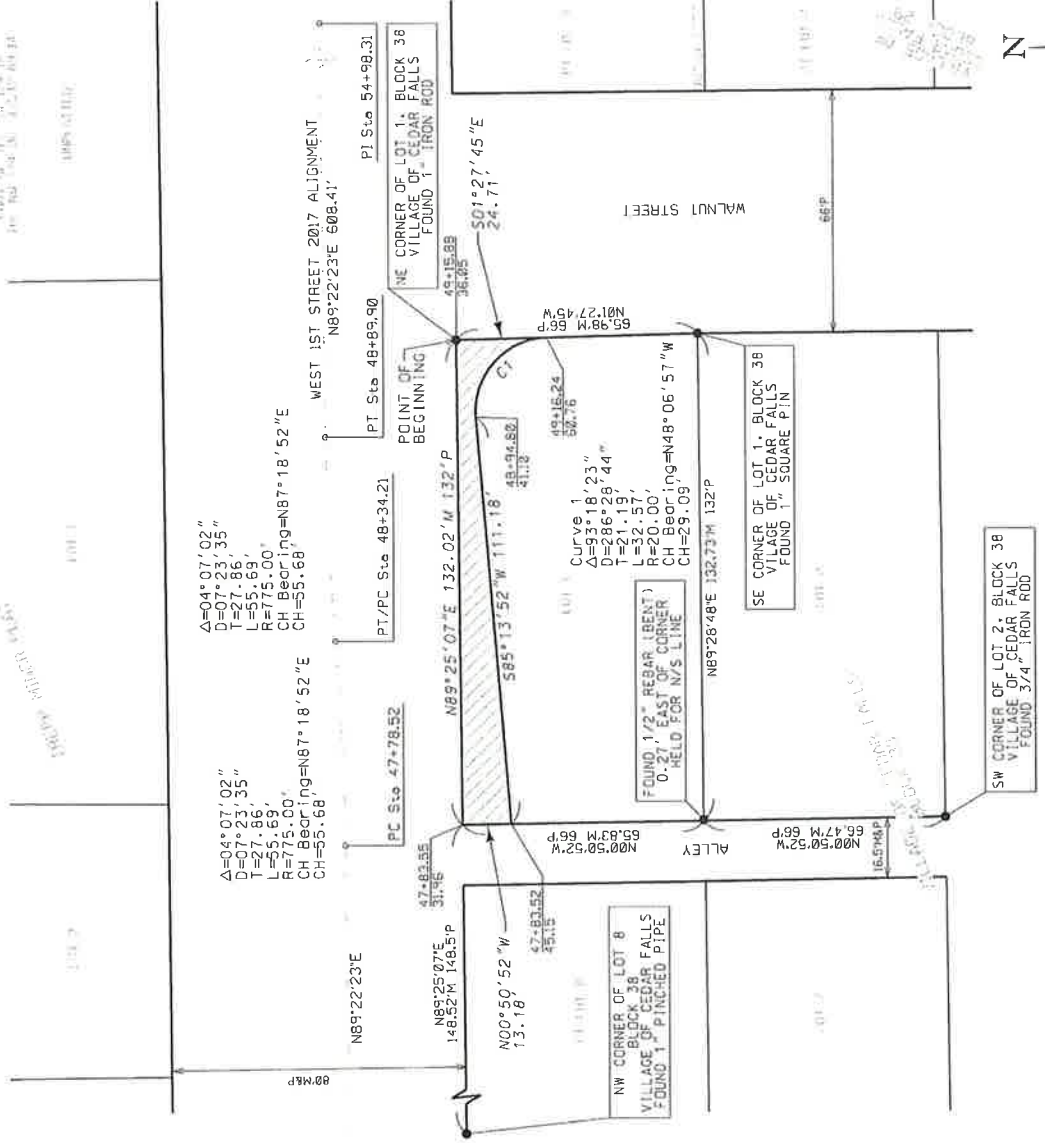
This instrument was acknowledged before me on the _____ day of _____, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 48
SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 1,201 S.F. AC, EASE X AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM THOMAS A. POUNDS AND DORINDA POUNDS

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related survey records were supervised and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coody
TERRY COODY
18943

DATE: 2-18-2018
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: _____
EXHIBIT "A" ONLY

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 48

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 38, VILLAGE OF CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1 OF, BLOCK 38, VILLAGE OF CEDAR FALLS; THENCE SOUTH 01°27'45" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 24.71 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 32.57 FEET AND WHOSE CHORD BEARS NORTH 48°06'57" WEST, 29.09 FEET; THENCE SOUTH 85°13'52" WEST, 111.18 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°50'52" WEST ALONG SAID WEST LINE, 13.18 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°25'07" EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 132.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 AC. (1,201S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 38 OF VILLAGE OF CEDAR FALLS ASSUMED TO BEAR NORTH 89°25'07" EAST.

CLAIM FOR NON-RESIDENTIAL RELOCATION ASSISTANCE REIMBURSEMENT

County BLACK HAWK Project No. STP-57-2(28)—2C-07 Parcel 48

APPLICATION FOR REIMBURSEMENT (Check Applicable Items)

- Moving Payment to Non-Profit Organizations
Moving Payment to Farm Operators
Advertising Signs
Personal Property

1. Name THOMAS & DORINDA POUNDS
2. Date Moved
Subj. Address
704 & 706 W. 1ST STREET
308 FRANKLIN STREET
CEDAR FALLS IA 50613
CEDAR FALLS IA 50613
403 OLIVE STREET
CEDAR FALLS IA 50613

3. MOVING EXPENSES (INCLUDING STORAGE)
Personal Property
Commercial Moves
Self-Moves
TOTAL OF ACTUAL MOVING EXPENSES \$

4. REESTABLISHMENT EXPENSES
REMAINING ELIGIBLE FUNDS \$ 25,000.00
EXPENSE FOR MAKING BATHROOM ADA COMPLIANT \$25,000.00
TOTAL OF ACTUAL REESTABLISHMENT EXPENSES \$25,000.00

5. ACTUAL REASONABLE EXPENSES IN SEARCHING FOR A REPLACEMENT LOCATION.
A. Receipted Bills \$
B. Time Spent in Search hours X \$ per hour \$
TOTAL EXPENSES IN SEARCHING FOR NEW LOCATION \$

6. MOVING COSTS BASED ON AVERAGE EARNINGS
A. This payment is in lieu of item (3), (4) and (5) of this claim.
B. The payment shall be based upon a determination by the State that the Claimant is eligible to elect receipt of this payment.
C. Supported by proof of average annual net earnings for the two previous years.
TOTAL IN LIEU OF ACTUAL MOVING EXPENSES \$

7. PAYMENTS TO BE MADE TO: (if other than claimant)
NAME & ADDRESS
AMOUNT
Assignment(s) or other letters directing these payments shall be on file with: Iowa Department of Transportation, Relocation Assistance Section, Ames, Iowa 50010

8. The amount of payment(s) claimed herein are Subject to Audit for Compliance with State and Federal Regulations.
TOTAL AMOUNT OF THIS CLAIM: Final Claim Not Final Claim \$25,000.00

CITY OF CEDAR FALLS USE ONLY
RELOCATION SECTION APPROVALS
BRIAN DEPREZ Relocation Advisor Date 10-15-18
CLAIMANT'S CERTIFICATION
I certify that the above claim is correct, just and unpaid.
Signed (Must be signed in ink) Date 10/15/18

Prepared by: Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, IA 50023
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613

(515) 964-2020
(319) 273-8600

**CITY OF CEDAR FALLS
TENANT PURCHASE AGREEMENT**

Property Address: 704 – 706 W. 1st St. **County Tax Parcel No:** 8914-12-153-003
Parcel Number 48 Project Name: West 1st Street Cedar Falls IA 57 Reconstruction Project
Project Number STP-57-2(28)--2c-07

THIS AGREEMENT entered into this **day of** , **2018, by and between Midwest Contractors, Inc., Seller and the City of Cedar Falls, Iowa, Buyer.**

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Acquisition Plat

1. and more particularly described on page(s) 4-5, and all improvements of whatever type situated on the premises.
2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
3. Seller is tenant on the property of the following owner: Thomas A. and Dorinda Pounds agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Fee Acquisition as shown on the attached Acquisition Plat. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

BUYER'S APPROVAL

By: James P. Brown, Mayor (date)

By: Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

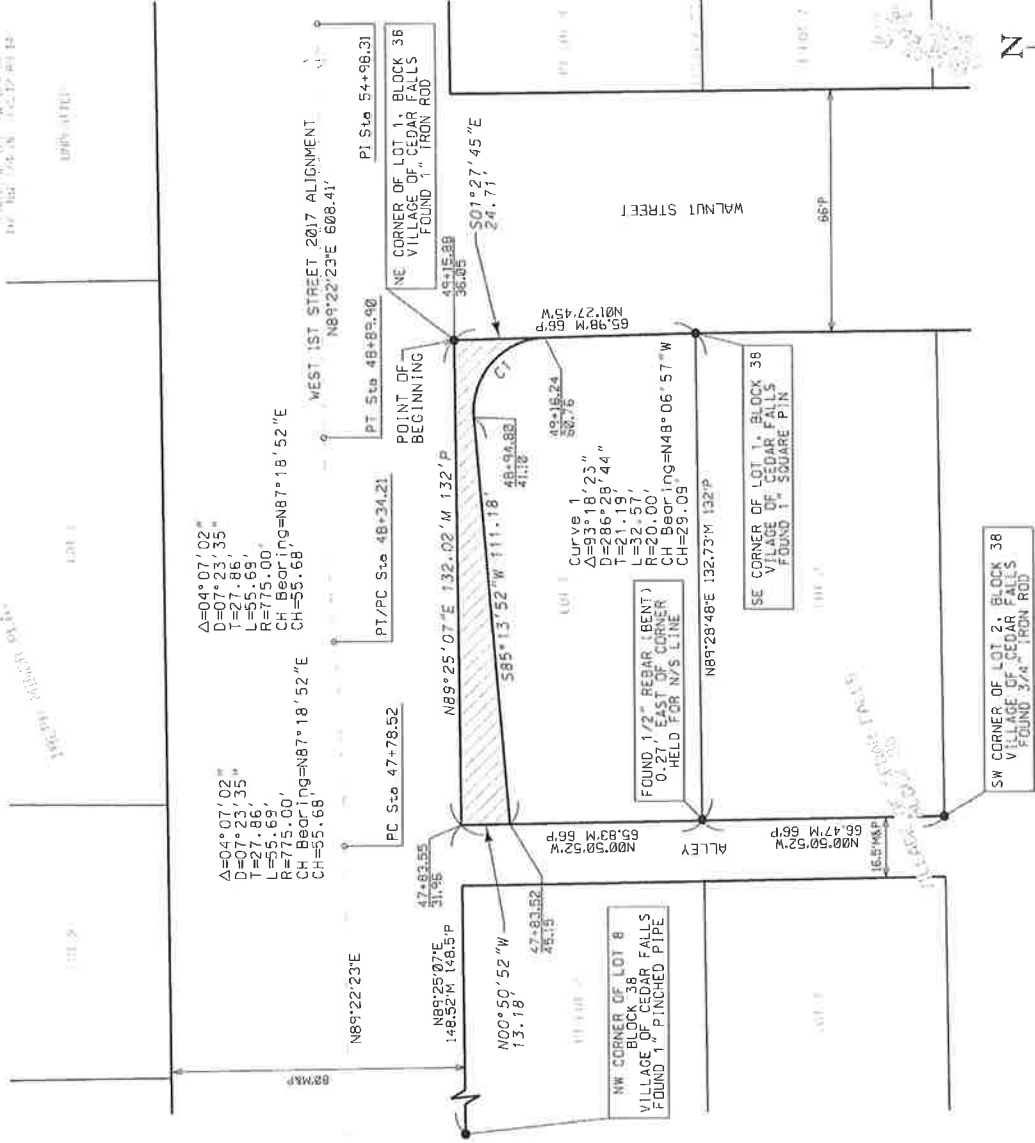
Notary Public in and for the State of Iowa

My Commission Expires: _____

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 48
SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 1,201 S.F. AC, EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM THOMAS A. POUNDS AND DORINDA POUNDS

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and reduced to my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coody
TERRY COODY DATE: 2-18-2018

License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: _____
EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND 100T ALUM. CAP (UNLESS OTHERWISE NOTED)

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 48

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 38, VILLAGE OF CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1 OF, BLOCK 38, VILLAGE OF CEDAR FALLS; THENCE SOUTH 01°27'45" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 24.71 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 32.57 FEET AND WHOSE CHORD BEARS NORTH 48°06'57" WEST, 29.09 FEET; THENCE SOUTH 85°13'52" WEST, 111.18 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°50'52" WEST ALONG SAID WEST LINE, 13.18 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°25'07" EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 132.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 AC. (1,2015.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 38 OF VILLAGE OF CEDAR FALLS ASSUMED TO BEAR NORTH 89°25'07" EAST.

CLAIM FOR NON-RESIDENTIAL RELOCATION ASSISTANCE REIMBURSEMENT

County BLACK HAWK Project No. STP-57-2(28)-2C-07 Parcel 48

APPLICATION FOR REIMBURSEMENT (Check Applicable Items)

- Moving Payment to Non-Profit Organizations [X] Moving Payment to Business
Moving Payment to Farm Operators [] Advertising Signs [] Personal Property []

1. Name MIDWEST CONTRACTORS, INC.
2. Date Moved
Subj. Address
Street 704 & 706 W. 1ST STREET
City CEDAR FALLS IA Zip 50613
Owner Address
Street 403 OLIVE STREET
City CEDAR FALLS IA Zip 50613
New Address
Street 308 FRANKLIN STREET
City CEDAR FALLS IA Zip 50613

3. MOVING EXPENSES (INCLUDING STORAGE)
[] Personal Property \$
[] Commercial Moves (Supported by receipted bills) \$
[] Self-Moves (Supported by receipted bills or other acceptable evidence of expenses) \$
TOTAL OF ACTUAL MOVING EXPENSES \$

4. REESTABLISHMENT EXPENSES REMAINING ELIGIBLE FUNDS \$
\$
TOTAL OF ACTUAL REESTABLISHMENT EXPENSES \$

5. ACTUAL REASONABLE EXPENSES IN SEARCHING FOR A REPLACEMENT LOCATION.
A. Received Bills \$
B. Time Spent in Search hours X \$ per hour \$
TOTAL EXPENSES IN SEARCHING FOR NEW LOCATION \$

6. MOVING COSTS BASED ON AVERAGE EARNINGS
A. This payment is in lieu of item (3), (4) and (5) of this claim.
B. The payment shall be based upon a determination by the State that the Claimant is eligible to elect receipt of this payment.
C. Supported by proof of average annual net earnings for the two previous years. (Based on Net Business or Farm income tax figures for those years)
TOTAL IN LIEU OF ACTUAL MOVING EXPENSES \$40,000.00

7. PAYMENTS TO BE MADE TO: (if other than claimant)
NAME & ADDRESS
AMOUNT
\$
\$
\$
Assignment(s) or other letters directing these payments shall be on file with: Iowa Department of Transportation, Relocation Assistance Section, Ames, Iowa 50010

8. The amount of payment(s) claimed herein are Subject to Audit for Compliance with State and Federal Regulations.
TOTAL AMOUNT OF THIS CLAIM [X] Final Claim [] Not Final Claim \$40,000.00

CITY OF CEDAR FALLS USE ONLY
RELOCATION SECTION APPROVALS
BRIAN DEPREZ Relocation Advisor Date 10-15-2018
I certify that the above claim is correct, just and unpaid.
Signed (Must be signed in ink) Date 10/15/18
Relocation Payment Auditor Date

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(515) 964-2020
(319)273-8600

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 1013 W. 1st St.
PARCEL NO. 19
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

COUNTY TAX PARCEL NO.8914-11-228-020

THIS AGREEMENT entered into this _____ day of _____, 2018, by and between Sage Woodyard, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition
See attached

Permanent Utility Easement
See attached

Temporary Easement
See attached

and which include the following improvements of whatever type situated on the premises:

_____.

- 2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
- 3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
- 4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an

Item F.2.m.

interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>8,899.52</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>8,900.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>499</u>	sq. ft.	<u>\$ 4,491.00</u>
Permanent Utility Easement	<u>658</u>	sq. ft.	<u>\$ 2,961.00</u>
Temporary Easement	<u>658</u>	sq. ft.	<u>\$ 947.52</u>
Miscellaneous/Other	<u>Tree</u>		<u>\$ 500.00</u>
Buildings			<u>\$ _____</u>
Severance Damages			<u>\$ _____</u>

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: _____

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 9 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Sage Woodyard by 10/18/2018
 Sage Woodyard _____ Date _____ (spouse) _____ Date _____
Helen Woodyard POA

For an acknowledgment in an individual capacity:

State of Iowa
 County of Bremer

This record was acknowledged before me on October 18, 2018

by Sage Woodyard by Helen Woodyard POA Name(s) of individual(s)

Teresa K. Tobin
 Signature of notarial officer

Teresa K. Tobin
 Printed name of notarial officer

November 4, 2020
 My commission expires



Item F.2.m.

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

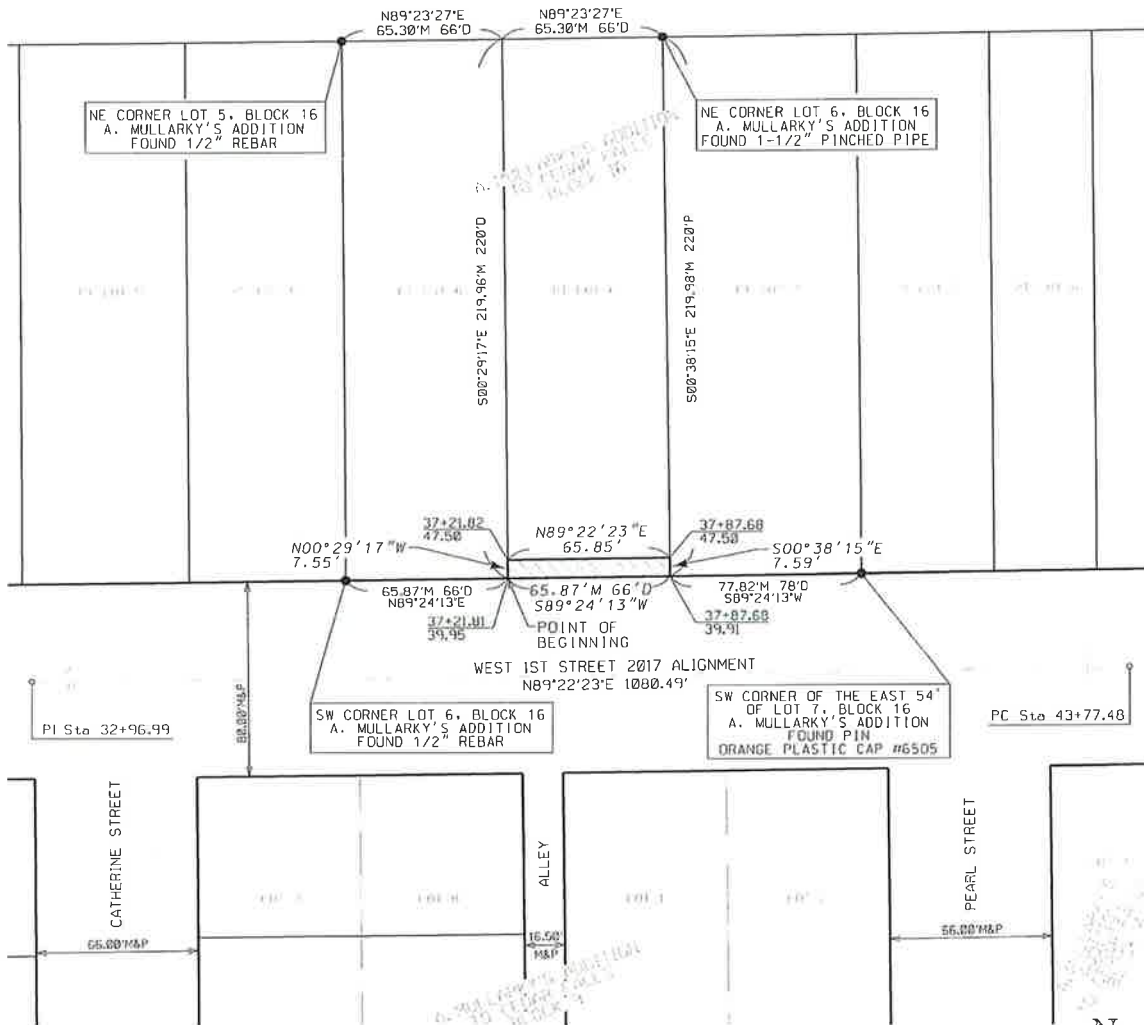
This instrument was acknowledged before me on the _____ day of _____, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 19
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 499 S.F. EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM SAGE WOODYARD

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coody 2-18-2018
TERRY COODY DATE:
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: _____
EXHIBIT "A" ONLY

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



DATE REVISED _____

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

Item F.2.m.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 19

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 6 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 65.87 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 6 AND TO THE POINT OF BEGINNING; THENCE NORTH 00°29'17" WEST ALONG THE WEST LINE OF SAID EAST 1/2 OF LOT 6, A DISTANCE OF 7.55 FEET; THENCE NORTH 89°22'23" EAST, 65.85 FEET TO THE EAST LINE OF SAID LOT 6; THENCE SOUTH 00°38'15" EAST ALONG SAID EAST LINE, 7.59 FEET TO SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89°24'13" WEST ALONG SAID SOUTH LINE OF LOT 6, A DISTANCE OF 65.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (499 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

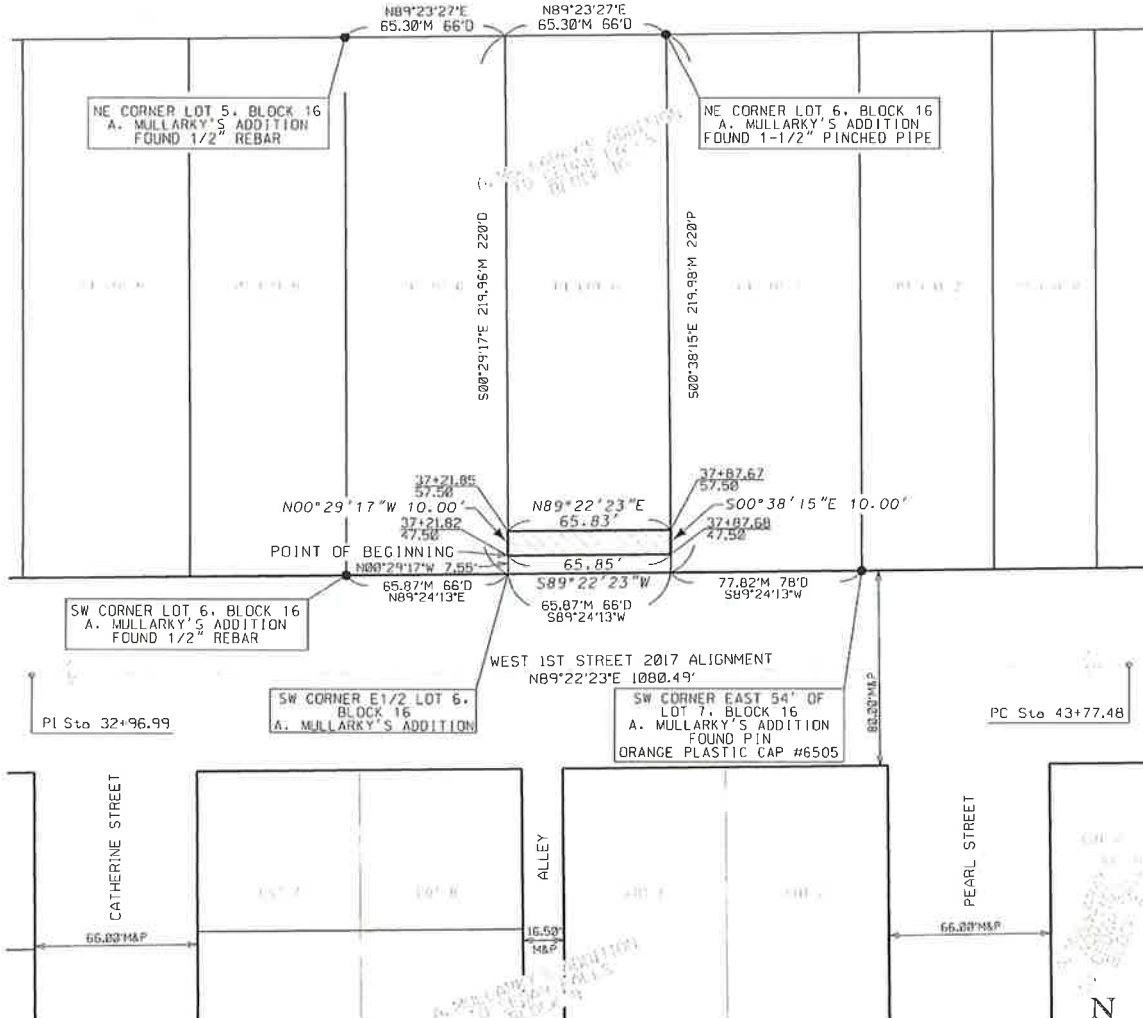
NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 19
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE _____ AC, EASE 658 S.F. EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM SAGE WOODYARD

CITY OF CEDAR FALLS, IOWA
EASEMENT ACQUIRED FOR PUBLIC UTILITY



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 Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady DATE: 2-18-2018

License number 18643

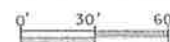
My License Renewal Date is December 31, 2019

Pages covered by this seal: _____

EXHIBIT "A" ONLY



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



DATE REVISED _____

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

Item F.2.m.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 19

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 6 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 65.87 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 6; THENCE NORTH 00°29'17" WEST ALONG THE WEST LINE OF SAID EAST 1/2 OF LOT 6, A DISTANCE OF 7.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°29'17" WEST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH 89°22'23" EAST, 65.83 FEET TO THE EAST LINE OF SAID LOT 6; THENCE SOUTH 00°38'15" EAST ALONG SAID EAST LINE, 10.00 FEET; THENCE SOUTH 89°22'23" WEST, 65.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (658 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 19 - SAGE WOODYARD

SCALE:
1" = 40'

DATE:
02/08/2018

PROJECT #:
STP-57-2(28)--2G-07



#PLTDRIVE
#PENTBLK
#SHEETNAME

#FILE#
#DATE#
#USER#

Item F.2.m.

WHEN RECORDED RETURN TO:
City Clerk – City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Preparer Information: _____

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Sage Woodyard, of the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Cedar Falls, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit A Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Utility

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor and its grantees, acknowledge the existing structures, plantings, and fencing remaining inside the Easement following construction of the West 1st Street Improvements Project may remain until such time use of the Easement area is needed by the City. Grantor and its grantees, further acknowledge should removal of existing structures, plantings, and fencing be required after the Project that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, and fencing removed from within the Easement area.

Grantor does hereby covenant that Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

Item F.2.m.

IN WITNESS WHEREOF, we have hereunto affixed our hands this ____ day of _____, 2018.

Sage Woodyard by 10/18/2018
Sage Woodyard Date Owner Date
Helen Woodyard P.O.A.

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

This record was acknowledged before me on this 18th day of October, 2018, by

Sage Woodyard by and
Helen Woodyard P.O.A.



Teresa K. Tobin
Notary Public in and for the State of Iowa

ACCEPTANCE OF PUBLIC UTILITY 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)

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Public Utility Easement was duly approved and accepted by the City Council of the City of Cedar Falls by by Resolution No. _____, passed on the ____ day of _____, 2018, and this certificate is made pursuant to authority container in said Resolution.

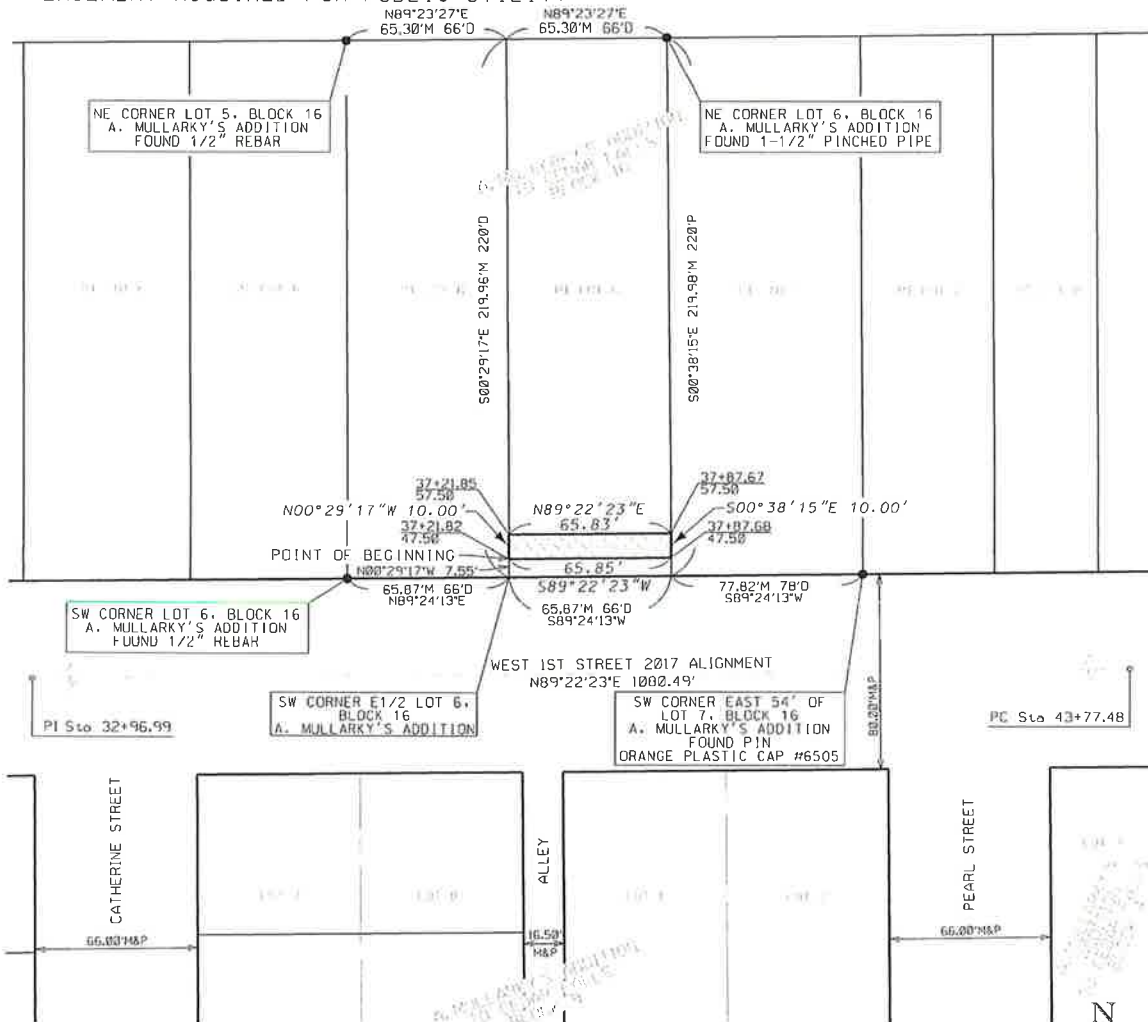
Signed this ____ day of _____, 2018.

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 19
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE _____ AC, EASE 658 S.F. EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM SAGE WOODYARD

CITY OF CEDAR FALLS, IOWA
EASEMENT ACQUIRED FOR PUBLIC UTILITY



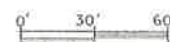
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 2-18-2018
TERRY COADY DATE:
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: _____
EXHIBIT "A" ONLY

DATE REVISED _____

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'



Item F.2.m.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 19

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 6 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH $89^{\circ}24'13''$ EAST ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 65.87 FEET TO THE SOUTHWEST CORNER OF THE EAST $1/2$ OF SAID LOT 6; THENCE NORTH $00^{\circ}29'17''$ WEST ALONG THE WEST LINE OF SAID EAST $1/2$ OF LOT 6, A DISTANCE OF 7.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH $00^{\circ}29'17''$ WEST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH $89^{\circ}22'23''$ EAST, 65.83 FEET TO THE EAST LINE OF SAID LOT 6; THENCE SOUTH $00^{\circ}38'15''$ EAST ALONG SAID EAST LINE, 10.00 FEET; THENCE SOUTH $89^{\circ}22'23''$ WEST, 65.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (658 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH $89^{\circ}24'13''$ EAST.

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by Sage Woodyard, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Item F.2.m.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Sage Woodyard by 10/18/2018 _____
Sage Woodyard Date (spouse) Date
Helen Woodyard
POA

For an acknowledgment in an individual capacity:

State of Iowa

County of Bremer

This record was acknowledged before me on October 18, 2018

by Sage Woodyard by Helen Woodyard Name(s) of individual(s)
POA

Teresa K. Tobin
Signature of notarial officer



Teresa K. Tobin
Printed name of notarial officer

November 4, 2020
My commission expires

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

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

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

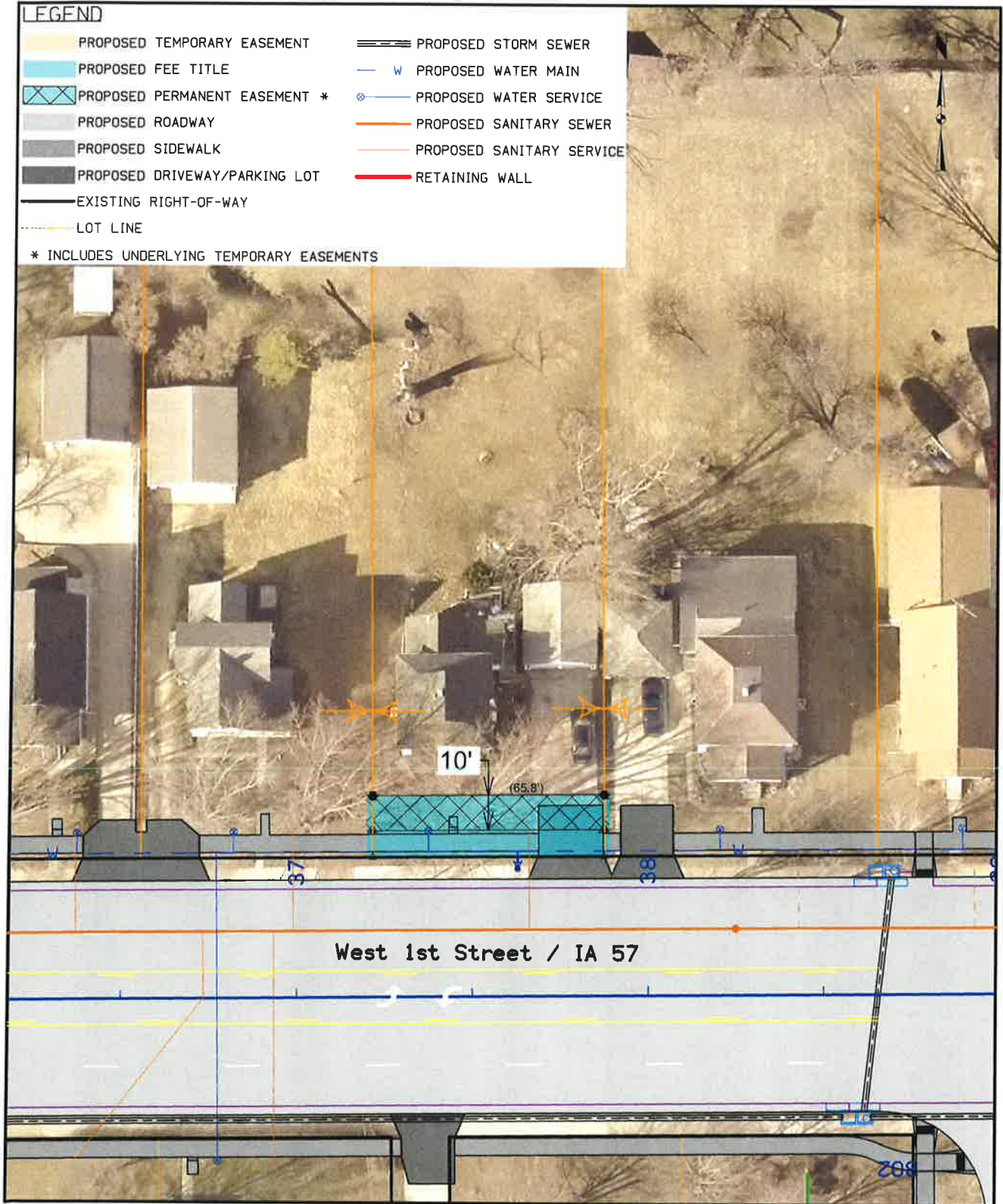
Notary Public in and for the State of Iowa

My Commission Expires:

Item F.2.m.

LEGEND

- PROPOSED TEMPORARY EASEMENT
 - PROPOSED FEE TITLE
 - PROPOSED PERMANENT EASEMENT *
 - PROPOSED ROADWAY
 - PROPOSED SIDEWALK
 - PROPOSED DRIVEWAY/PARKING LOT
 - EXISTING RIGHT-OF-WAY
 - LOT LINE
 - PROPOSED STORM SEWER
 - W PROPOSED WATER MAIN
 - PROPOSED WATER SERVICE
 - PROPOSED SANITARY SEWER
 - PROPOSED SANITARY SERVICE
 - RETAINING WALL
- * INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 19 - SAGE WOODYARD

SCALE:
 1" = 40'

DATE:
 02/08/2018

PROJECT #:
 STP-57-2(28)--2G-07



#PLTDRG#
 #PENTBL#
 #SHEETNAME#

#FILE#
 #DATE#
 #USER#

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 1222 W. 1st St. COUNTY TAX PARCEL NO.8914-11-276-001
PARCEL NO. 69
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between Marilyn I. Andersen, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition
See attached

Temporary Easement
See attached

and which include the following improvements of whatever type situated on the premises:
_____.

- 2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
- 3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
- 4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Item F.2.m.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>6,744.92</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>6,745.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>399</u>	sq. ft.	\$ <u>3,591.00</u>
Permanent Utility Easement	_____	sq. ft.	\$ _____
Temporary Easement	<u>593</u>	sq. ft.	\$ <u>853.92</u>
Miscellaneous/Other	<u>Tree, Bushes, Planters</u>		\$ <u>2,300.00</u>
Buildings			\$ _____
Severance Damages			\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except:
NONE.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: Marilyn I. Andersen – 1222 W. 1st St. Cedar Falls, IA 50613

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the

survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.

- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Marilyn I. Anderson _____
 Marilyn I. Andersen Date 10/15/2018 (spouse) _____ Date

- 1. For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on _____

Oct. 15, 2018 (Date) by Marilyn I.

Anderson
Name(s) of individual(s)

[Signature]
Signature of notarial officer



Item F.2.m.

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 69

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 6 OF, BLOCK 15, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

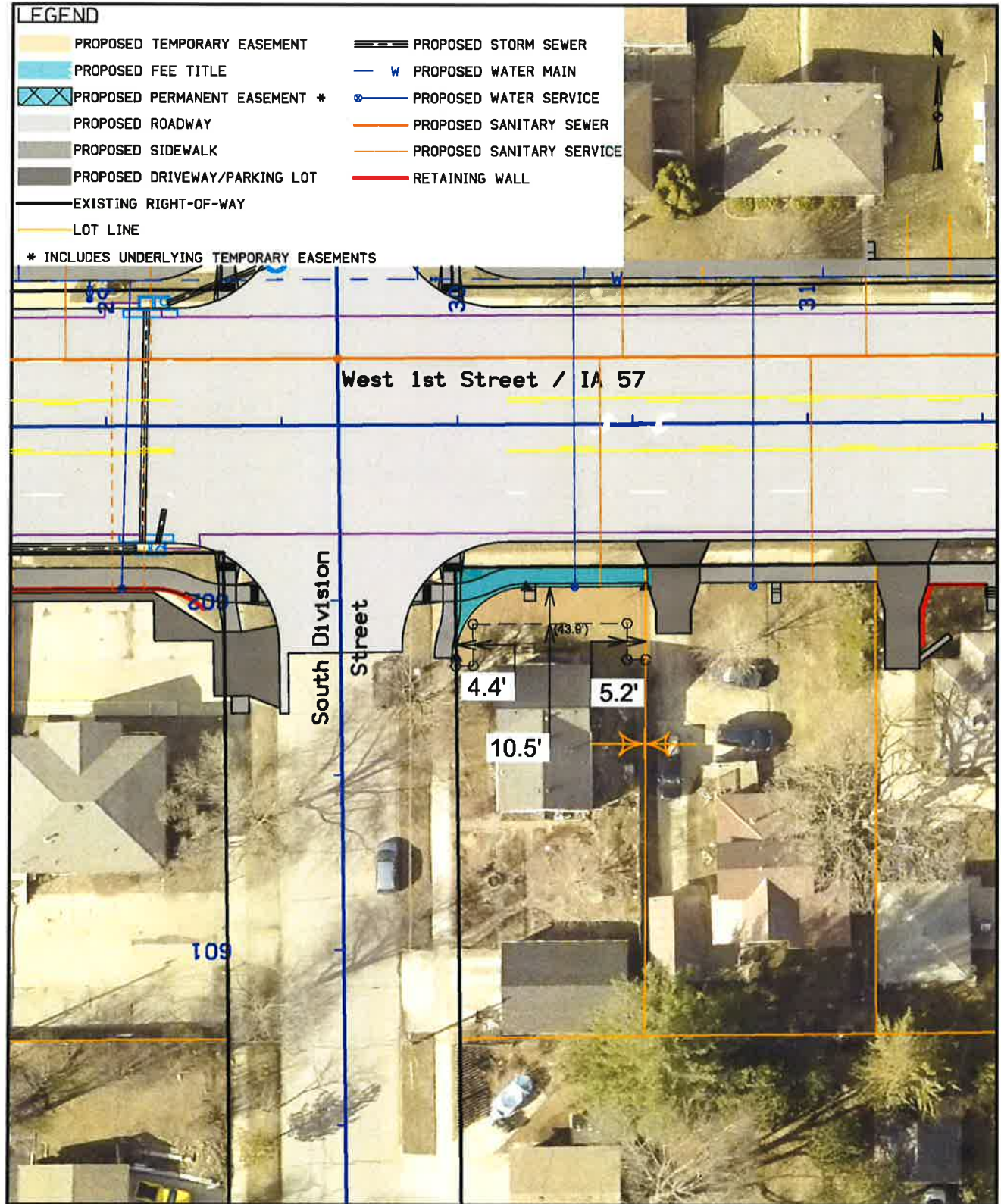
COMMENCING AT THE NORTHEAST CORNER OF LOT 2, OF SAID BLOCK 15, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE SOUTH 89°24'13" WEST ALONG THE NORTH LINE OF SAID BLOCK 15, A DISTANCE OF 131.08 FEET TO THE NORTHEAST CORNER OF SAID LOT 6 AND TO THE POINT OF BEGINNING; THENCE SOUTH 00°02'10" WEST ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 5.84 FEET; THENCE SOUTH 89°35'56" WEST, 34.03 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.56 FEET AND WHOSE CHORD BEARS SOUTH 44°23'55" WEST, 28.38 FEET TO THE WEST LINE OF SAID LOT 6; THENCE NORTH 00°48'07" WEST ALONG SAID WEST LINE, 25.80 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 54.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (399 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 15 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

Item F.2.m.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 69 - MARILYN I. ANDERSEN

SCALE:
 1" = 40'

DATE:
 02/08/2018

PROJECT #:
 STP-57-2(28)-2G-07



#PLTDRVL
 #PENTBL
 #SHEETNAME

#FILED
 #DATE
 #USER

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by Marilyn I. Andersen, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,
which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

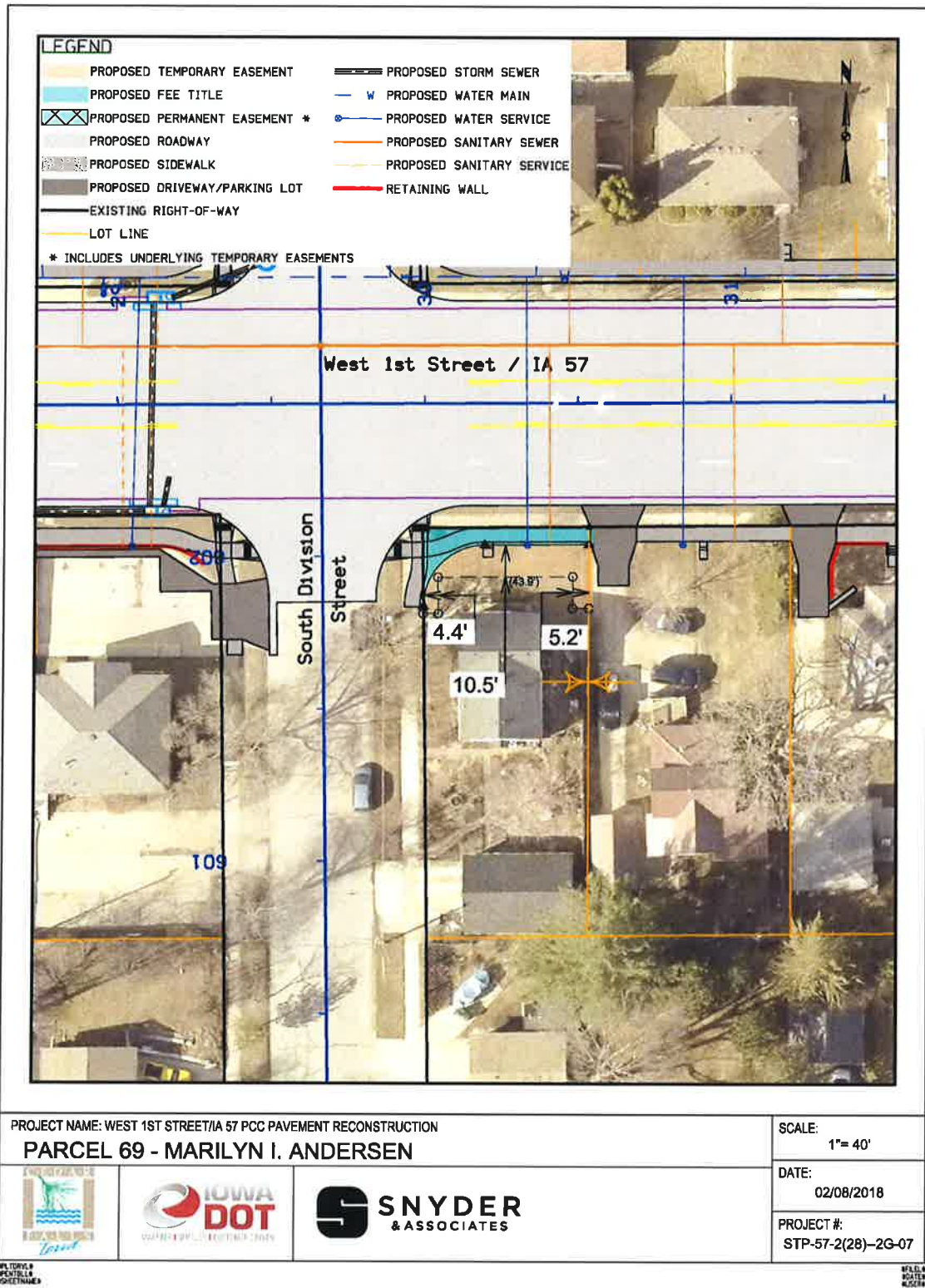
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires:

EXHIBIT



Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 1123 W. 1st St. COUNTY TAX PARCEL NO.8914-11-228-027
PARCEL NO. 12
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between Harrington's Rental, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition
See attached

Permanent Utility Easement
See attached

Temporary Easement
See attached

and which include the following improvements of whatever type situated on the premises:

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.

Item F.2.m.

4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>9,265.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>9,300.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>484</u>	sq. ft.	<u>\$ 4,356.00</u>
Permanent Utility Easement	<u>658</u>	sq. ft.	<u>\$ 2,961.00</u>
Temporary Easement	<u>658</u>	sq. ft.	<u>\$ 948.00</u>
Miscellaneous/Other	_____		\$ _____
Buildings			\$ _____
Severance Damages			\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except:
UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: _____

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 9 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.


Harrington's Rental, LLC

		
Name/Title	Date	Name/Title

For an acknowledgment in a representative capacity:

State of Iowa County of Black Hawk

This record was acknowledged before me on July 31, 2018
 by Angela Harrington Name(s) of individual(s)
 as owner (type of authority, such as officer or trustee)
 of Harrington's Rental LLC
 (name of party on behalf of whom record was executed).



 Signature of notarial officer

Laurie A Thoma
 Printed name of notarial officer

1-13-2021
 My commission expires



Item F.2.m.

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

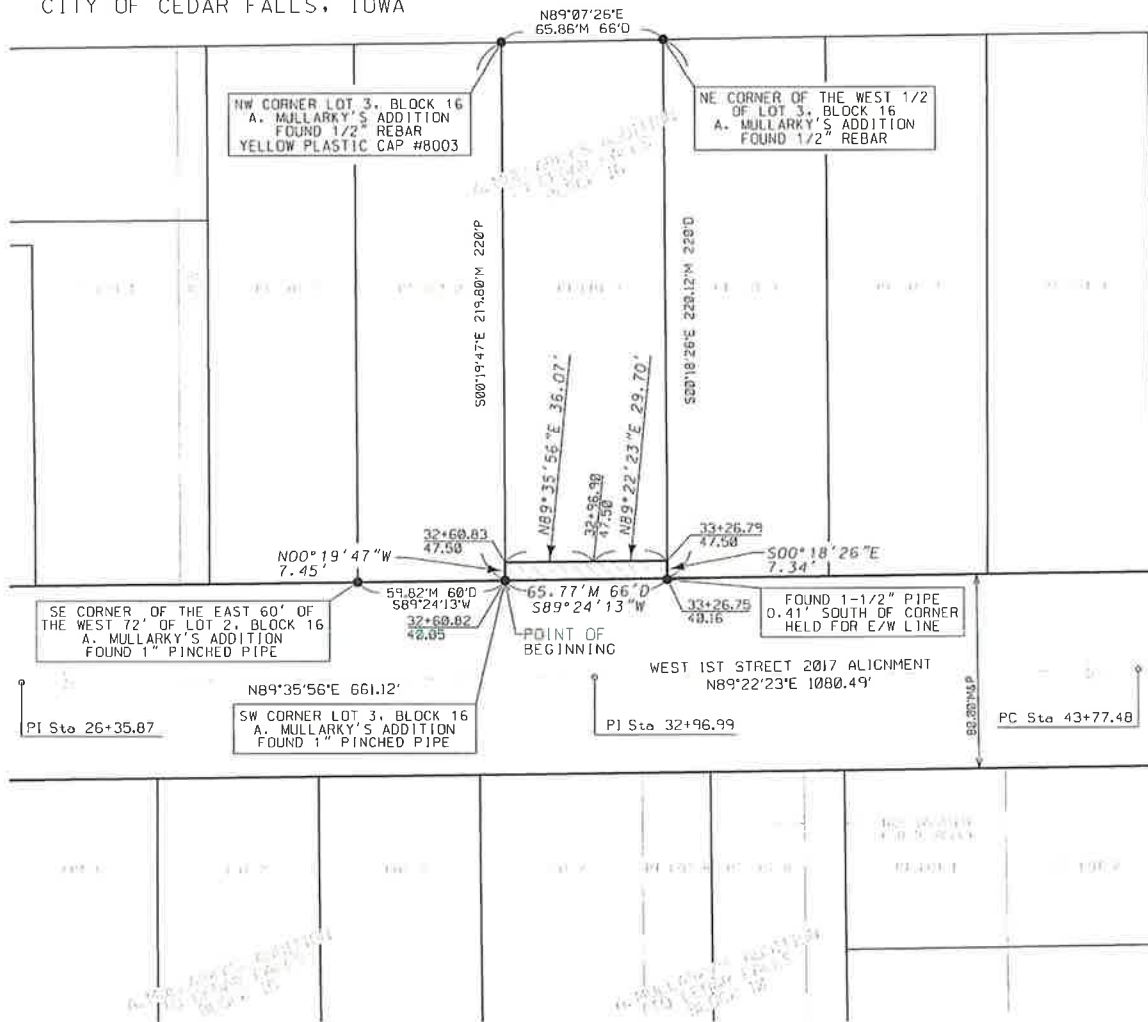
This instrument was acknowledged before me on the _____ day of _____, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 12
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 484 S.F. AC. EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM HARRINGTON'S RENTAL, LLC

CITY OF CEDAR FALLS, IOWA

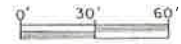


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Troy Long 2-18-2010
TERRY COUNTY DATE:
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: _____
EXHIBIT "A" ONLY



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



DATE REVISED _____

DATE DRAWN JANUARY 29, 2018 -531-

SCALE 1" = 60'

Item F.2.m.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 12

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 3 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°19'47" WEST ALONG THE WEST LINE OF THE SAID LOT 3, A DISTANCE OF 7.45 FEET; THENCE NORTH 89°35'56" EAST, 36.07 FEET; THENCE NORTH 89°22'23" EAST, 29.70 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID LOT 3; THENCE SOUTH 00°18'26" EAST ALONG SAID EAST LINE, 7.34 FEET TO THE SOUTHEAST CORNER OF SAID WEST 1/2 OF LOT 3; THENCE SOUTH 89°24'13" WEST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 65.77 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (484 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

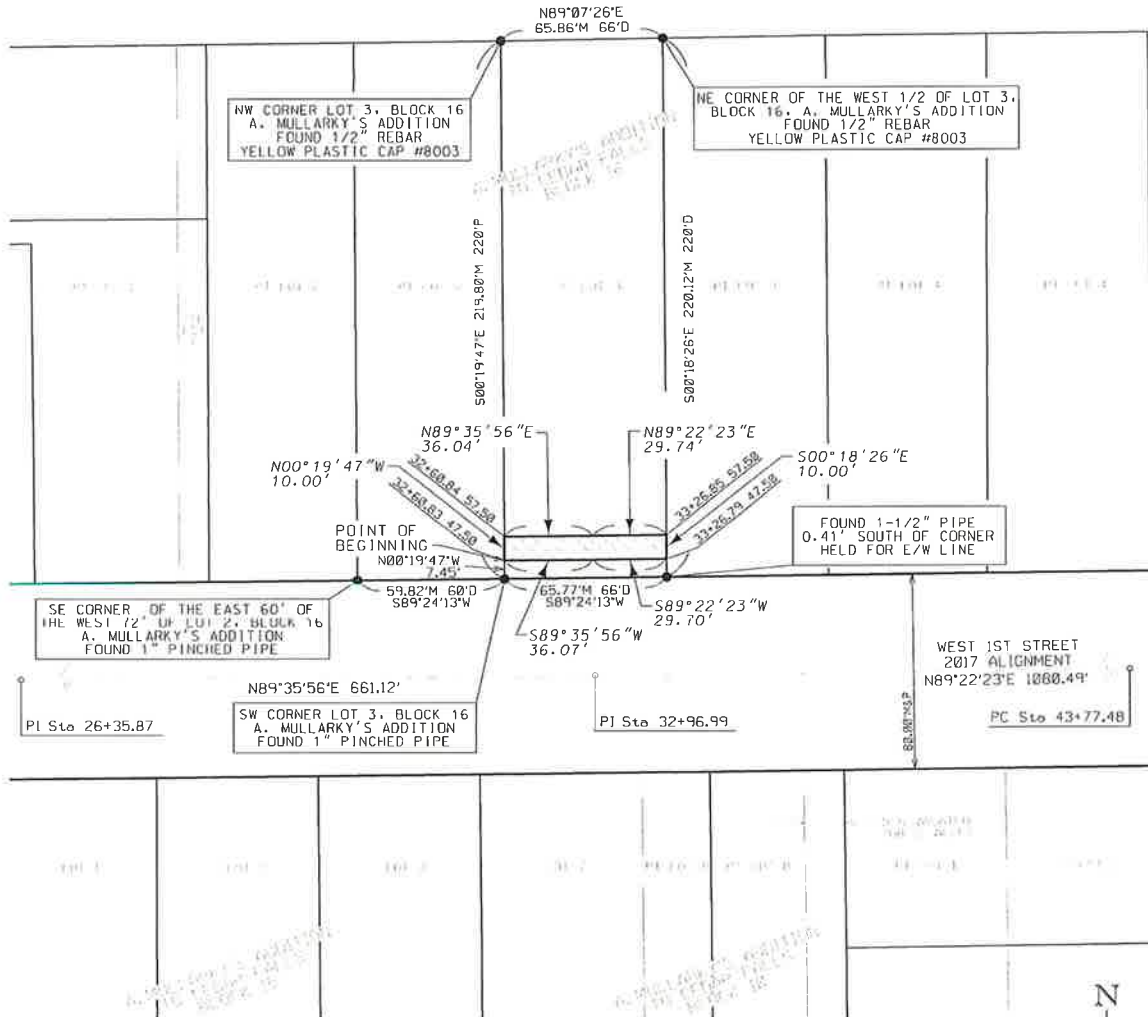
NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 12
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE _____ AC, EASE 658 S.F. EXCESS-FEE _____ AC
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ACQUIRED FROM HARRINGTON'S RENTAL, L.L.C.

CITY OF CEDAR FALLS, IOWA
EASEMENT ACQUIRED FOR PUBLIC UTILITY



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 2-18-2018
 TERRY COADY DATE:
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: _____
 EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
 - FOUND RIGHT OF WAY RAIL
 - FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)
- 0' 30' 60'

Item F.2.m.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 12

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 3 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

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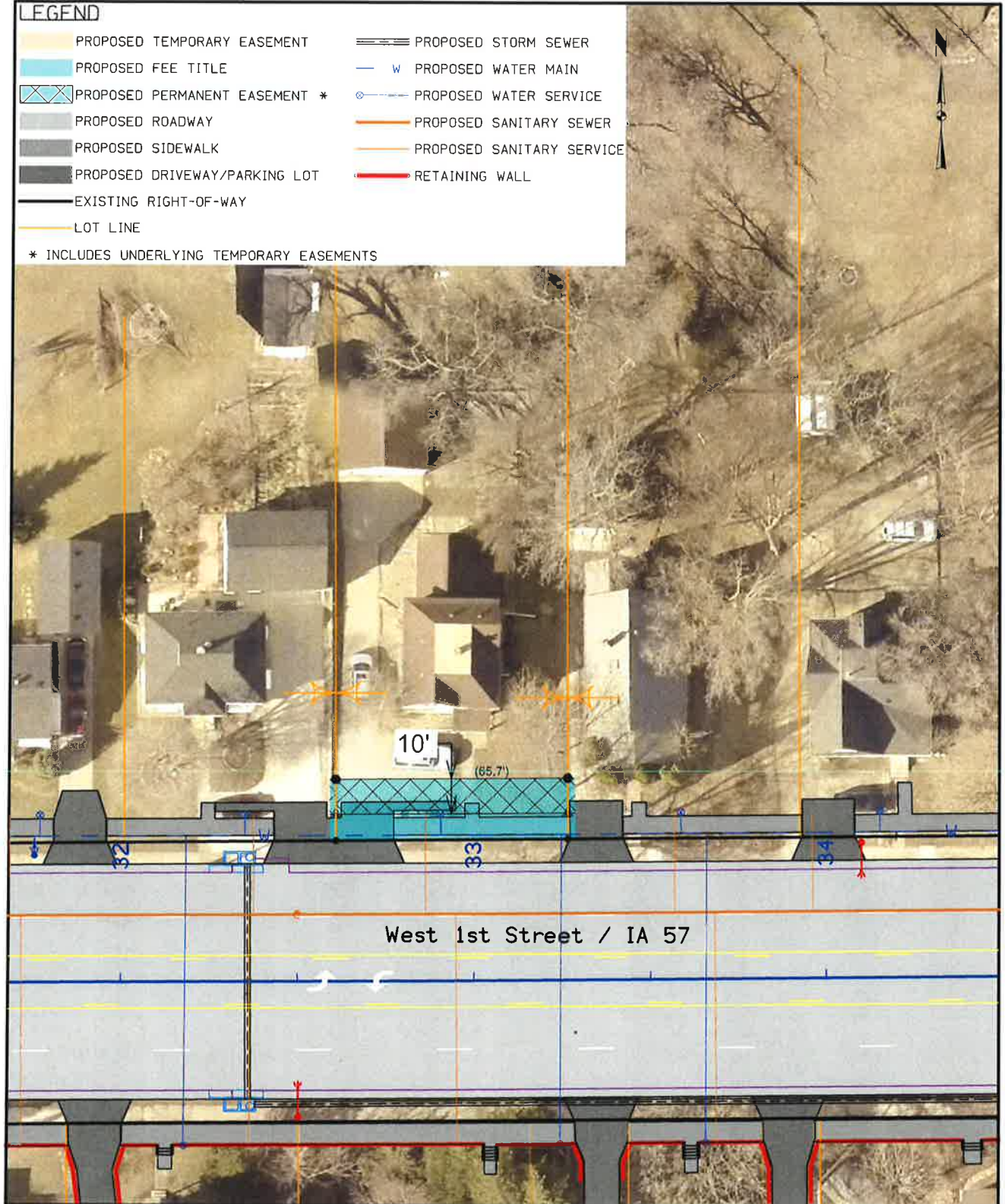
NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT *
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 12 - TODD G. & ANGELA M. HARRINGTON

SCALE:
1" = 40'

DATE:
02/08/2018

PROJECT #:
STP-57-2(28)--2G-07



#PLOTDRVL#
#CENTBL#
#SHEETNAME#

#FILE#
#DATE#
#USER#

Item F.2.m.

WHEN RECORDED RETURN TO:
City Clerk – City of Cedar Falls
220 Clay St.
Cedar Falls, IA 50613

Preparer Information: Kevin Rogers, City Attorney, 220 Clay St. Cedar Falls, IA 50613

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Harrington's Rental, LLC, of the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Cedar Falls, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Utility

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor and its grantees, acknowledge the existing structures, plantings, and fencing remaining inside the Easement following construction of the West 1st Street Improvements Project may remain until such time use of the Easement area is needed by the City. Grantor and its grantees, further acknowledge should removal of existing structures, plantings, and fencing be required after the Project that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, and fencing removed from within the Easement area.

Grantor does hereby covenant that Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

ACCEPTANCE OF PUBLIC UTILITY 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 Danielsens, MMC
City Clerk

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

I, Jacqueline Danielsens, MMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Public Utility Easement was duly approved and accepted by the City Council of the City of Cedar Falls by Resolution No. _____, passed on the _____ day of _____, 2018, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2018.

Notary Public in and for the State of Iowa

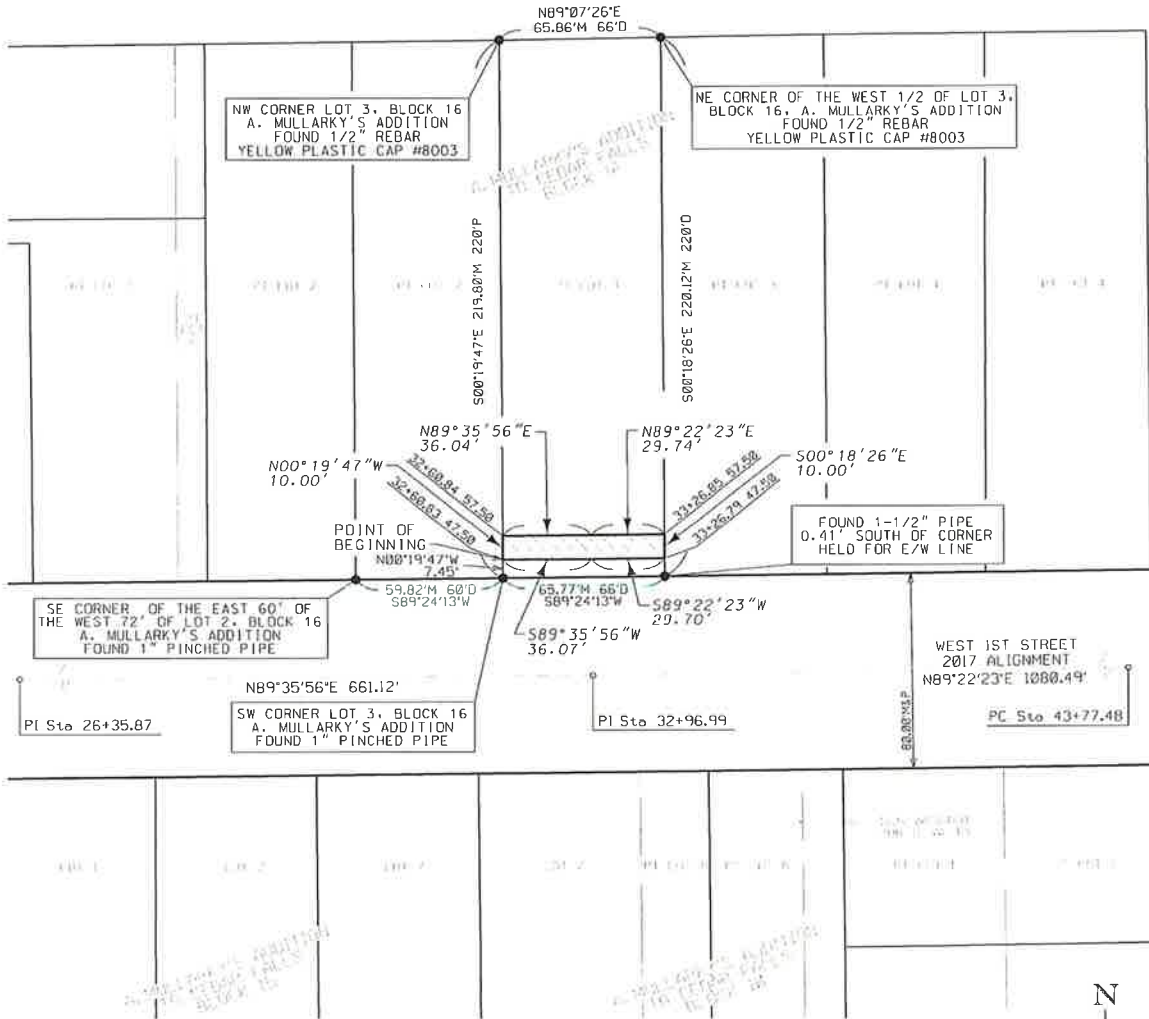
My Commission Expires:

Item F.2.m.

IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 12
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE _____ AC, EASE 658 S.F. EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE _____
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE _____
 ACQUIRED FROM HARRINGTON'S RENTAL, L.L.C.

CITY OF CEDAR FALLS, IOWA
 EASEMENT ACQUIRED FOR PUBLIC UTILITY

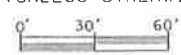


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 2-18-2018
 TERRY COADY DATE:
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: _____
 EXHIBIT "A" ONLY



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



DATE REVISED _____
 DATE DRAWN JANUARY 29, 2018 SCALE 1" = 60'
-540-

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 12

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 3 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

Item F.2.m.

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by Harrington's Rental, LLC, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit, which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Prepared by: Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, IA 50023
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613

(515) 964-2020
(319) 273-8600

**CITY OF CEDAR FALLS
TENANT PURCHASE AGREEMENT**

Property Address: 1123 W. 1st St. **County Tax Parcel No:** 8914-11-228-027
Parcel Number 12 **Project Name:** West 1st Street Cedar Falls IA 57 Reconstruction Project
Project Number STP-57-2(28)--2c-07

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between Kaelyn Haught, Seller and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area
See Attached Acquisition Plat
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-5, and all improvements of whatever type situated on the premises.

- 2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: Harrington's Rental, LLC

- 3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
- 4. Seller grants to the City a Fee Acquisition, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area plat. Any Temporary Construction Easement shall terminate upon completion of the project.
- 5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
- 6. This agreement shall apply to and bind the legal successors in interest of the Seller.
- 7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
- 8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Item F.2.m.

9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

None Known

10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

Tenant

~~SELLER'S~~ 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.

Kaelyn Haugert 8/15/18
Kaelyn Haugert Date

Kaelyn Haugert
Name

For an acknowledgment in an individual capacity:

State of Iowa County of Black Hawk

This record was acknowledged before me on Oct 9, 2018

by Kaelyn Haugert Name(s) of individual(s)

[Signature]
Signature of notarial officer

Angela M. Harrington
Printed name of notarial officer

7-26-2020
My commission expires



BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

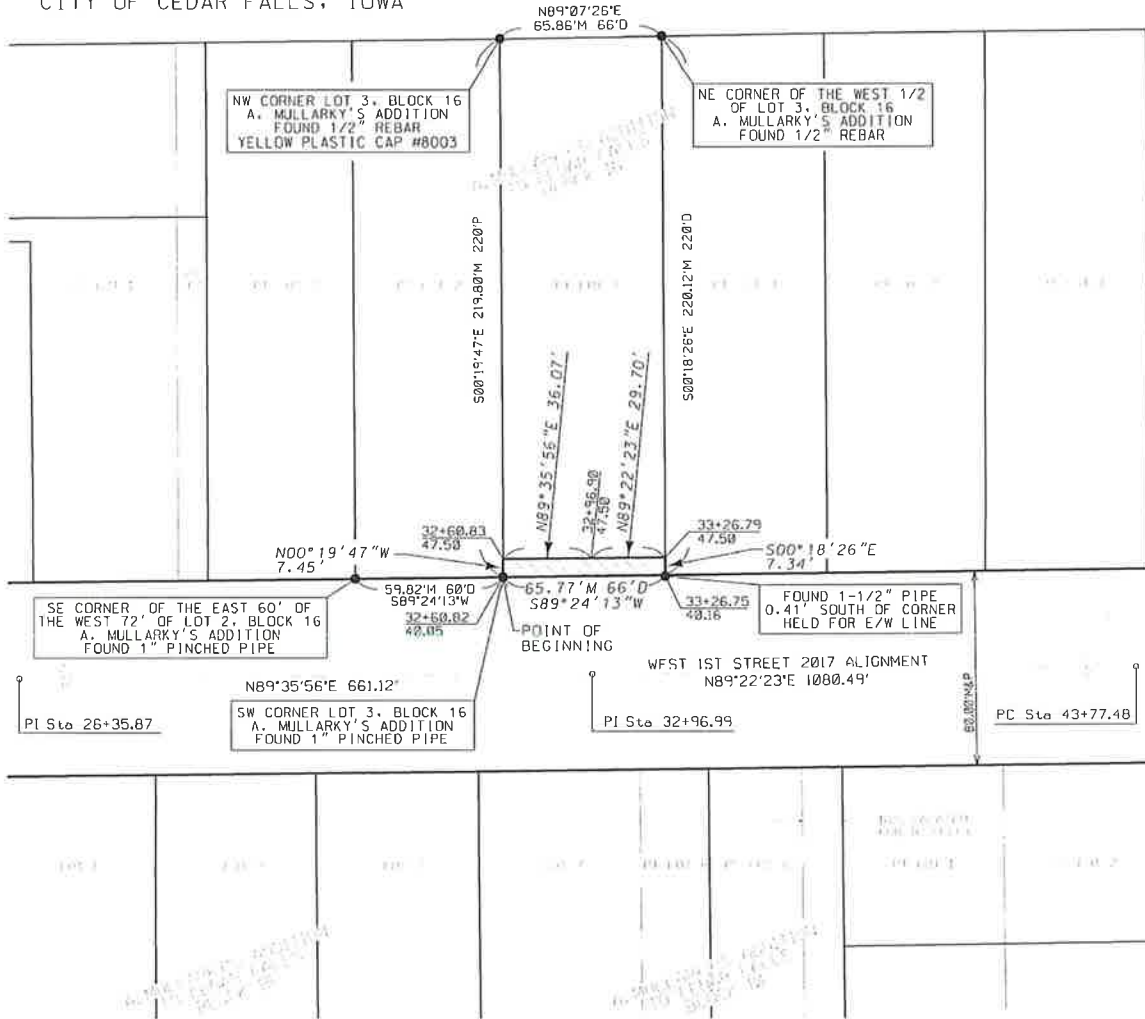
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IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

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 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM HARRINGTON'S RENTAL, LLC

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Troy Long 2-10-2010
 TERRY COOK DATE:
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: _____
 EXHIBIT "A" ONLY



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



DATE REVISED _____

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 12

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

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NOTE:

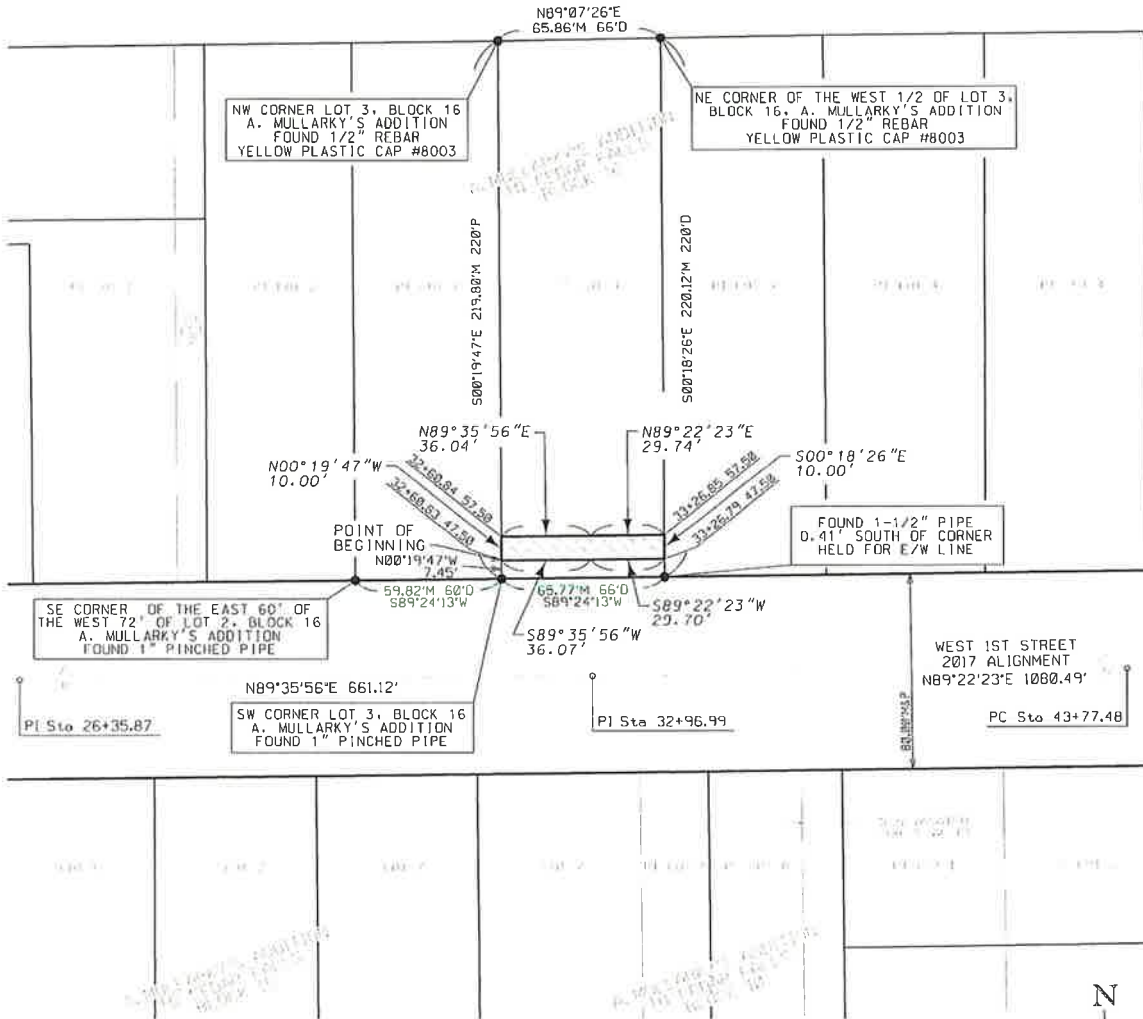
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Item F.2.m.

IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 12
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE _____ AC, EASE 658 S.F. EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE _____
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE _____
 ACQUIRED FROM HARRINGTON'S RENTAL, L.L.C.

CITY OF CEDAR FALLS, IOWA
 EASEMENT ACQUIRED FOR PUBLIC UTILITY

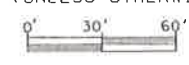


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady DATE: 2-18-2018
 TERRY COADY
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: _____
EXHIBIT "A" ONLY



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



DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 12

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 3 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

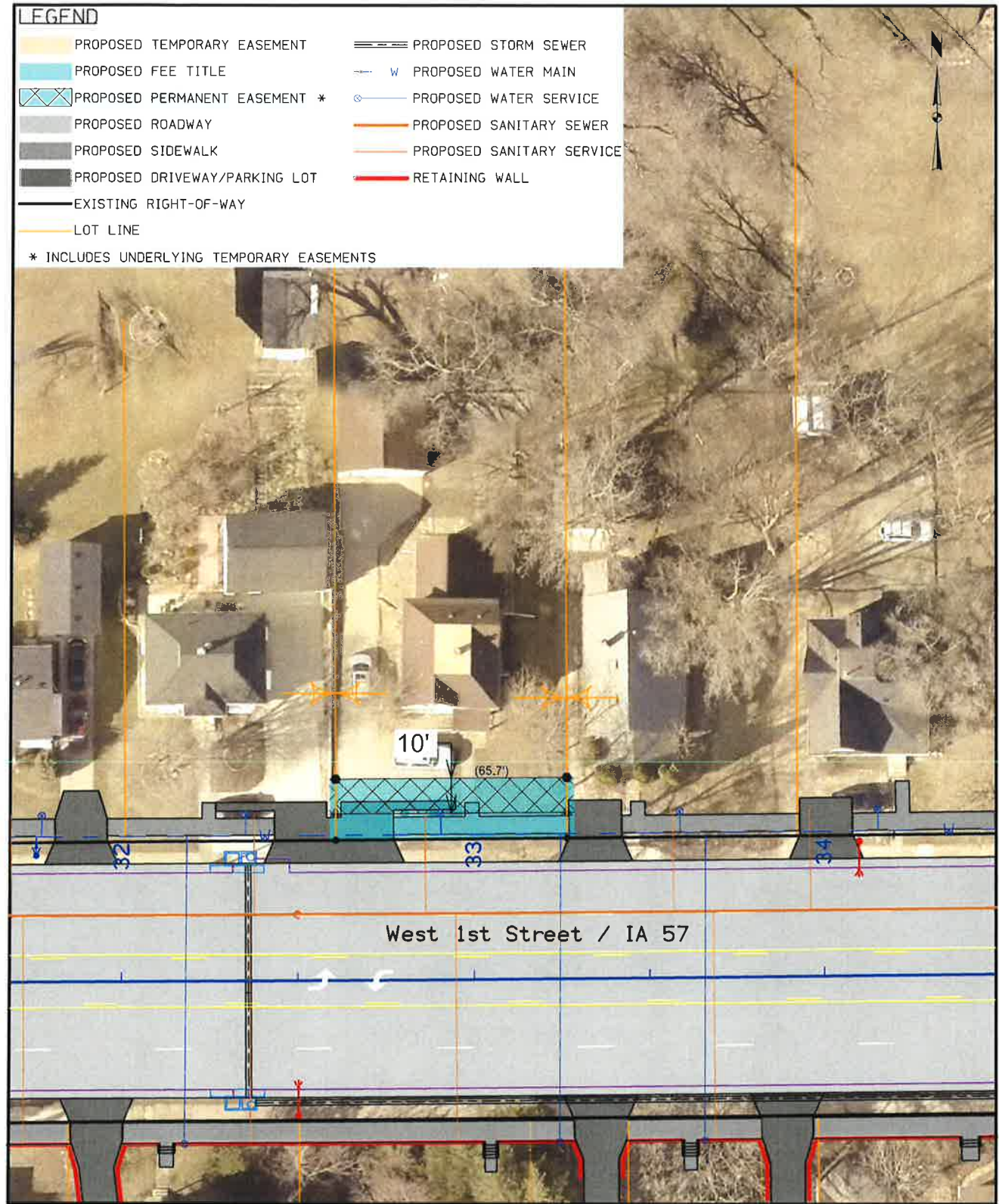
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°19'47" WEST ALONG THE WEST LINE OF THE SAID LOT 3, A DISTANCE OF 7.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°19'47" WEST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH 89°35'56" EAST, 36.04 FEET; THENCE NORTH 89°22'23" EAST, 29.74 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID LOT 3; THENCE SOUTH 00°18'26" EAST ALONG SAID EAST LINE, 10.00 FEET; THENCE SOUTH 89°22'23" WEST, 29.70 FEET; THENCE SOUTH 89°35'56" WEST, 36.07 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (658 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

Item F.2.m.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 12 - TODD G. & ANGELA M. HARRINGTON

SCALE:
1" = 40'

DATE:
02/08/2018

PROJECT #:
STP-57-2(28)--2G-07



#PLTDRVL\$
#PENTBLL\$
#SHEETNAME\$

\$FILEL\$
\$DATE\$
\$USER\$

Prepared by: Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, IA 50023
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613

(515) 964-2020
(319) 273-8600

**CITY OF CEDAR FALLS
TENANT PURCHASE AGREEMENT**

Property Address: 1123 W. 1st St. **County Tax Parcel No:** 8914-11-228-027
Parcel Number 12 **Project Name:** West 1st Street Cedar Falls IA 57 Reconstruction Project
Project Number STP-57-2(28)--2c-07

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between Shelby Brewer, Seller and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area
See Attached Acquisition Plat
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-5, and all improvements of whatever type situated on the premises.

- 2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: Harrington's Rental, LLC

- 3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
- 4. Seller grants to the City a Fee Acquisition, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area plat. Any Temporary Construction Easement shall terminate upon completion of the project.
- 5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
- 6. This agreement shall apply to and bind the legal successors in interest of the Seller.
- 7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
- 8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Item F.2.m.

9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

None Known

10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

[Signature] 10.9.18 Shelby Brewer
Shelby Brewer Date Name

For an acknowledgment in an individual capacity:

State of Iowa County of Black Hawk

This record was acknowledged before me on Oct. 9, 2018

by Shelby Brewer Name(s) of individual(s)

[Signature]
Signature of notarial officer

Angela M. Harrington
Printed name of notarial officer

7-26-2020
My commission expires



BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

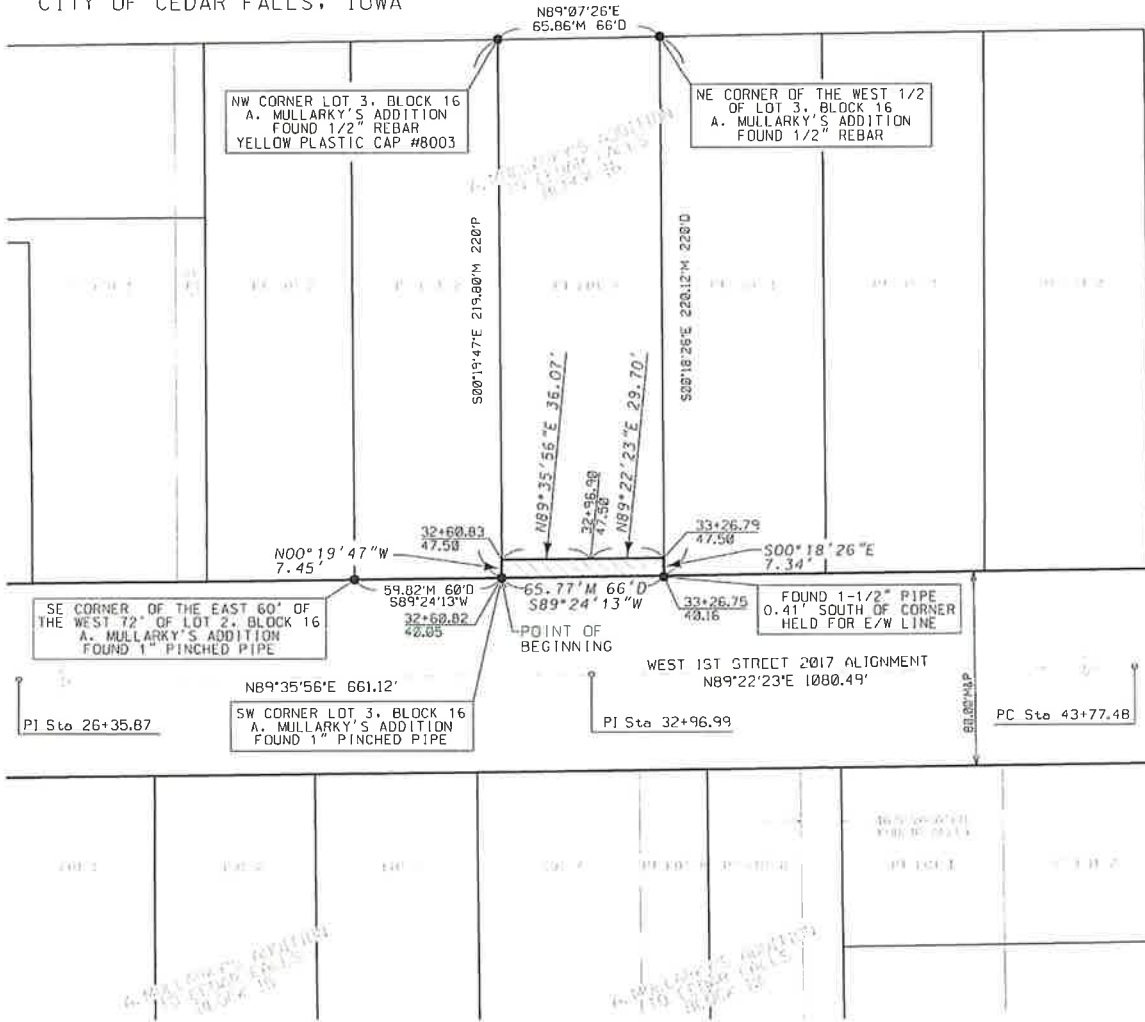
My Commission Expires:

Item F.2.m.

IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 12
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE 484 S.F. AC, EASE _____ AC EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM HARRINGTON'S RENTAL, LLC

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Conroy 2-18-2018
 TERRY CONROY DATE:
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: _____
 EXHIBIT "A" ONLY



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

DATE REVISED _____

DATE DRAWN JANUARY 29, 2018 -554-

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 12

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 3 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°19'47" WEST ALONG THE WEST LINE OF THE SAID LOT 3, A DISTANCE OF 7.45 FEET; THENCE NORTH 89°35'56" EAST, 36.07 FEET; THENCE NORTH 89°22'23" EAST, 29.70 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID LOT 3; THENCE SOUTH 00°18'26" EAST ALONG SAID EAST LINE, 7.34 FEET TO THE SOUTHEAST CORNER OF SAID WEST 1/2 OF LOT 3; THENCE SOUTH 89°24'13" WEST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 65.77 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (484 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

Item F.2.m.

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT *
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 12 - TODD G. & ANGELA M. HARRINGTON

SCALE:
1" = 40'

DATE:
02/08/2018

PROJECT #:
STP-57-2(28)--2G-07



PL:TORVL
 SP:ENTBL
 SHEETNAME

FILE#
 DATE#
 USER#

Prepared by: Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, IA 50023
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613

(515) 964-2020
(319) 273-8600

**CITY OF CEDAR FALLS
TENANT PURCHASE AGREEMENT**

Property Address: 1123 W. 1st St. **County Tax Parcel No:** 8914-11-228-027
Parcel Number 12 **Project Name:** West 1st Street Cedar Falls IA 57 Reconstruction Project
Project Number STP-57-2(28)--2c-07

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between Neyda Alfaro, Seller and the City of Cedar Falls, Iowa, Buyer.

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area
See Attached Acquisition Plat
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-5, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: Harrington's Rental, LLC

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Fee Acquisition, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area plat. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Item F.2.m.

9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

None Known

10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Neyda Alfaro
Neyda Alfaro

10/9/18
Date

Neyda Alfaro
Name

For an acknowledgment in an individual capacity:

State of Iowa County of Black Hawk

This record was acknowledged before me on Oct. 9, 2018

by Neyda Alfaro Name(s) of individual(s)

Angela M. Harrington
Signature of notarial officer

Angela M. Harrington
Printed name of notarial officer

7-26-2020
My commission expires



BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

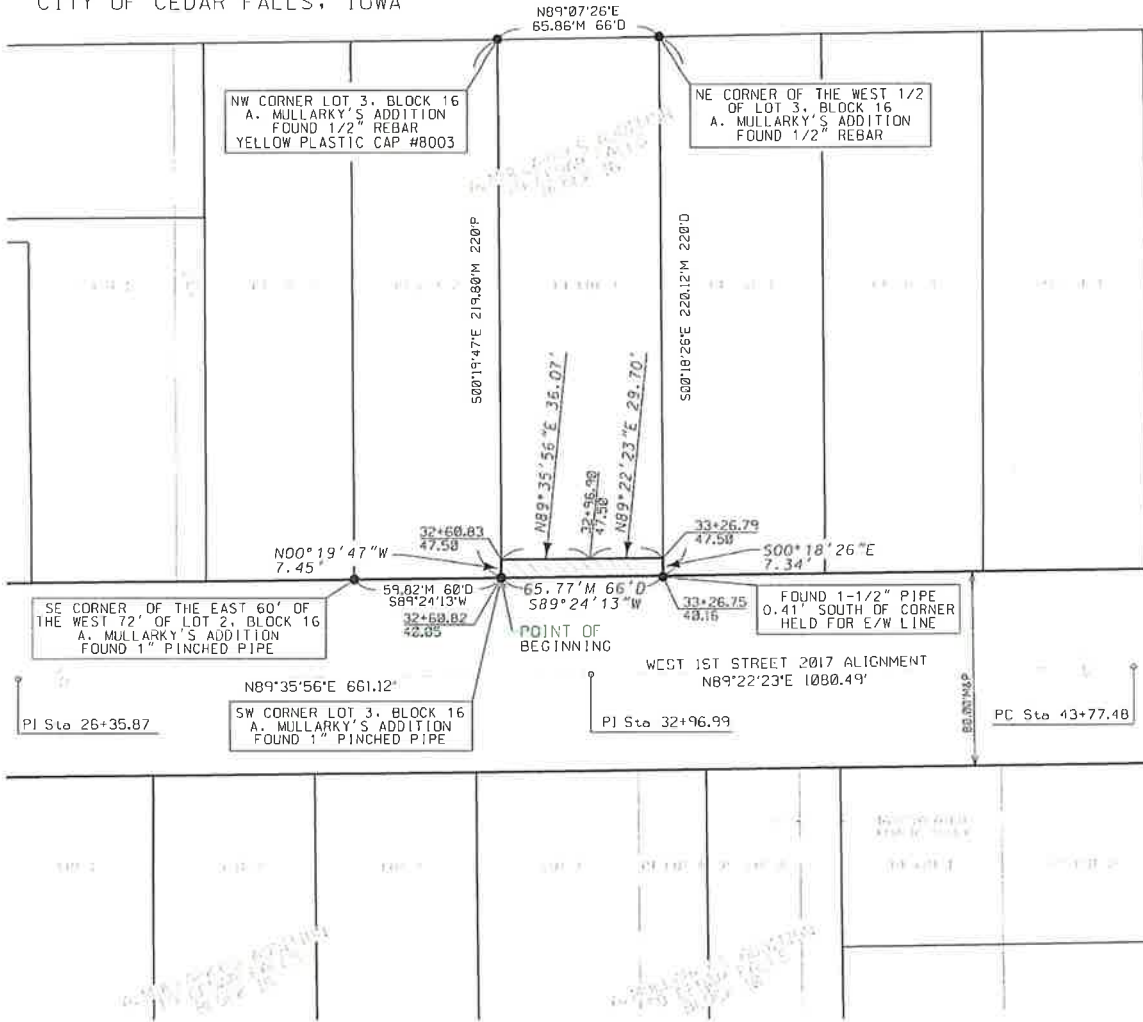
My Commission Expires:


Item F.2.m.

IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
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 ROW-FEE 484 S.F. AC. EASE _____ AC EXCESS-FEE _____ AC
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 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM HARRINGTON'S RENTAL, LLC

CITY OF CEDAR FALLS, IOWA





I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Troy Long 2-18-2018
 TERRY COOK DATE:

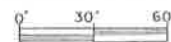
License number 18643

My License Renewal Date is December 31, 2019

Pages covered by this seal: _____
EXHIBIT "A" ONLY



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



DATE REVISED _____

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 12

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 3 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

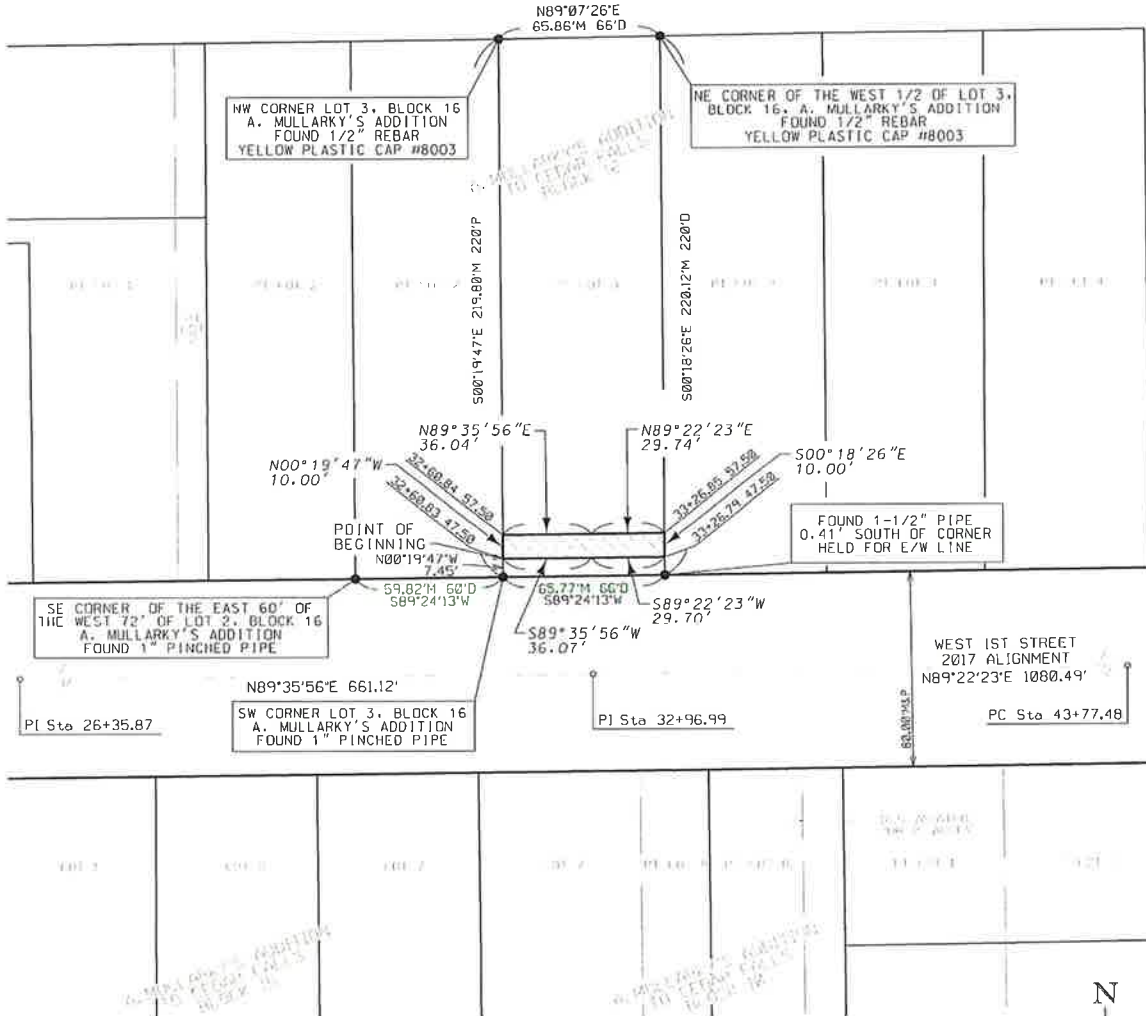
THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

Item F.2.m.

IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 12
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 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
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CITY OF CEDAR FALLS, IOWA
 EASEMENT ACQUIRED FOR PUBLIC UTILITY

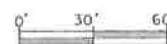


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Troy Coody 2-18-2018
 TROY COODY DATE:
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: _____
EXHIBIT "A" ONLY



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



DATE REVISED _____

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 12

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

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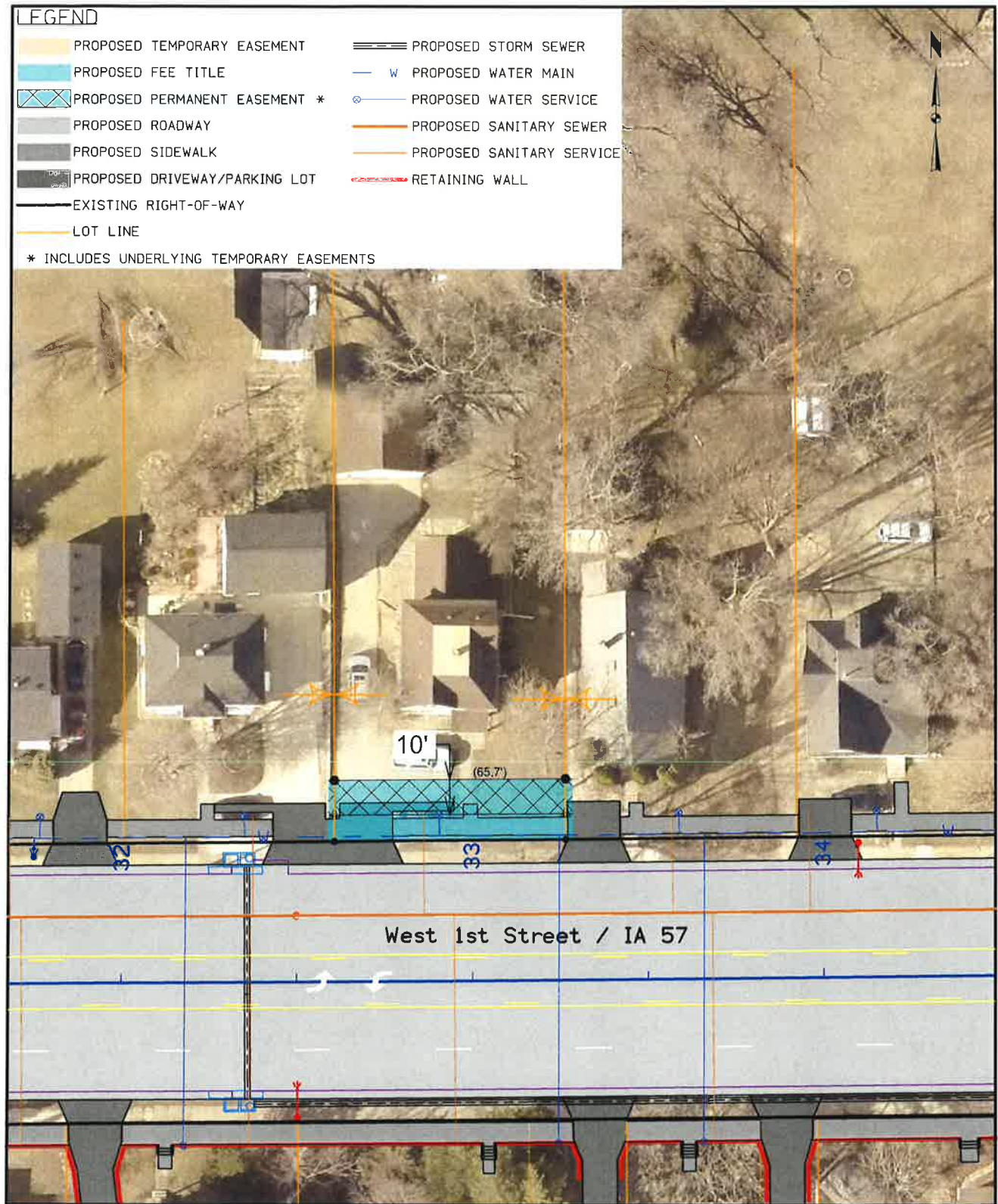
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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

Item F.2.m.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 12 - TODD G. & ANGELA M. HARRINGTON

SCALE:
 1" = 40'

DATE:
 02/08/2018

PROJECT #:
 STP-57-2(28)--2G-07



01 TORVLS
 02 PENTALL
 03 SHEETNAME

04 FILEL
 05 DATE
 06 USER

Prepared by: Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, IA 50023
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613

(515) 964-2020
(319) 273-8600

**CITY OF CEDAR FALLS
TENANT PURCHASE AGREEMENT**

Property Address: 1123 W. 1st St. **County Tax Parcel No:** 8914-11-228-027
Parcel Number 12 **Project Name:** West 1st Street Cedar Falls IA 57 Reconstruction Project
Project Number STP-57-2(28)--2c-07

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between Lauren Beauchamp, Seller and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area
See Attached Acquisition Plat
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-5, and all improvements of whatever type situated on the premises.

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Seller is tenant on the property of the following owner: Harrington's Rental, LLC

- 3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
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- 6. This agreement shall apply to and bind the legal successors in interest of the Seller.
- 7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
- 8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Item F.2.m.

9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

None Known

10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Lauren Beauchamp
Lauren Beauchamp Date

[Signature]
Name

For an acknowledgment in an individual capacity:

State of Iowa County of Black Hawk

This record was acknowledged before me on Oct. 9, 2018

by Lauren Beauchamp Name(s) of individual(s)

[Signature]
Signature of notarial officer

Angela Harrington
Printed name of notarial officer

7-26-2020
My commission expires



BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

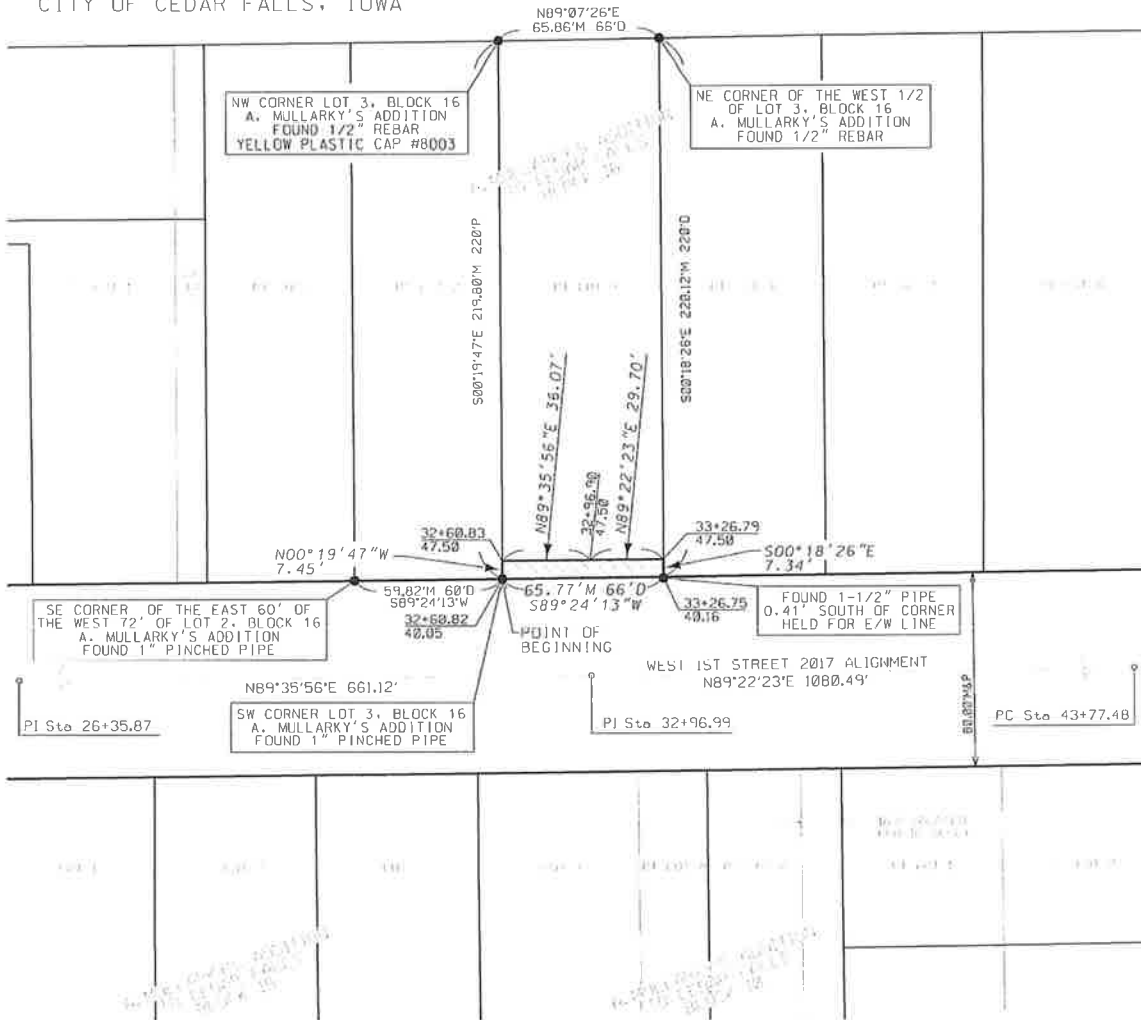
My Commission Expires:


Item F.2.m.

IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 12
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE 484 S.F. AC, EASE _____ AC EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM HARRINGTON'S RENTAL, LLC

CITY OF CEDAR FALLS, IOWA





I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coffey 2-18-2010
 TERRY COFFEY DATE:

License number 18643

My License Renewal Date is December 31, 2019

Pages covered by this seal: _____
EXHIBIT "A" ONLY



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

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 12

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 3 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°19'47" WEST ALONG THE WEST LINE OF THE SAID LOT 3, A DISTANCE OF 7.45 FEET; THENCE NORTH 89°35'56" EAST, 36.07 FEET; THENCE NORTH 89°22'23" EAST, 29.70 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID LOT 3; THENCE SOUTH 00°18'26" EAST ALONG SAID EAST LINE, 7.34 FEET TO THE SOUTHEAST CORNER OF SAID WEST 1/2 OF LOT 3; THENCE SOUTH 89°24'13" WEST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 65.77 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (484 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

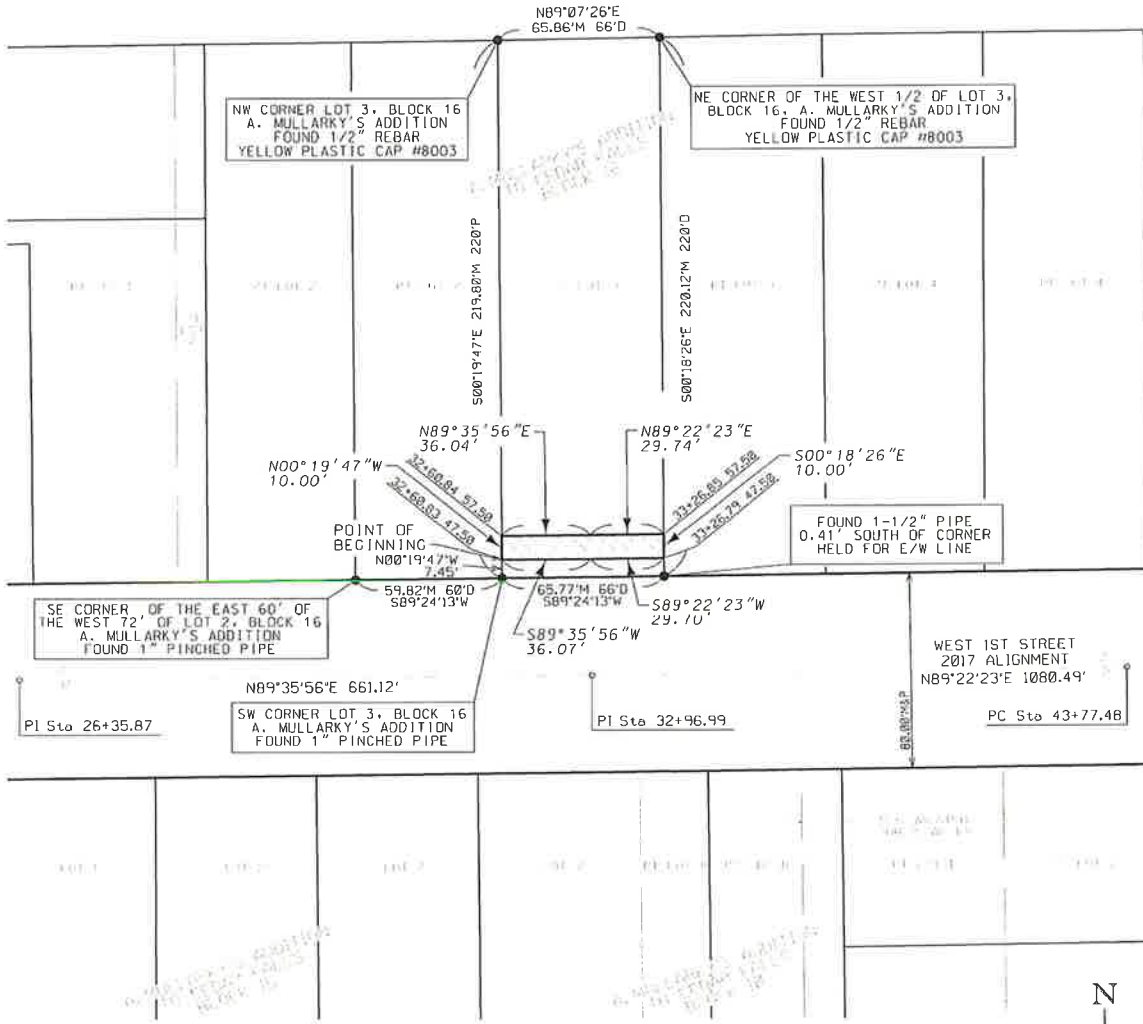
THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.


Item F.2.m.

IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 12
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE _____ AC. EASE 658 S.F. EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM HARRINGTON'S RENTAL, L.L.C.

CITY OF CEDAR FALLS, IOWA
 EASEMENT ACQUIRED FOR PUBLIC UTILITY





I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 2-18-2018
 TERRY COADY DATE:

License number 18643

My License Renewal Date is December 31, 2019

Pages covered by this seal: _____
 EXHIBIT "A" ONLY



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

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 12

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 3 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

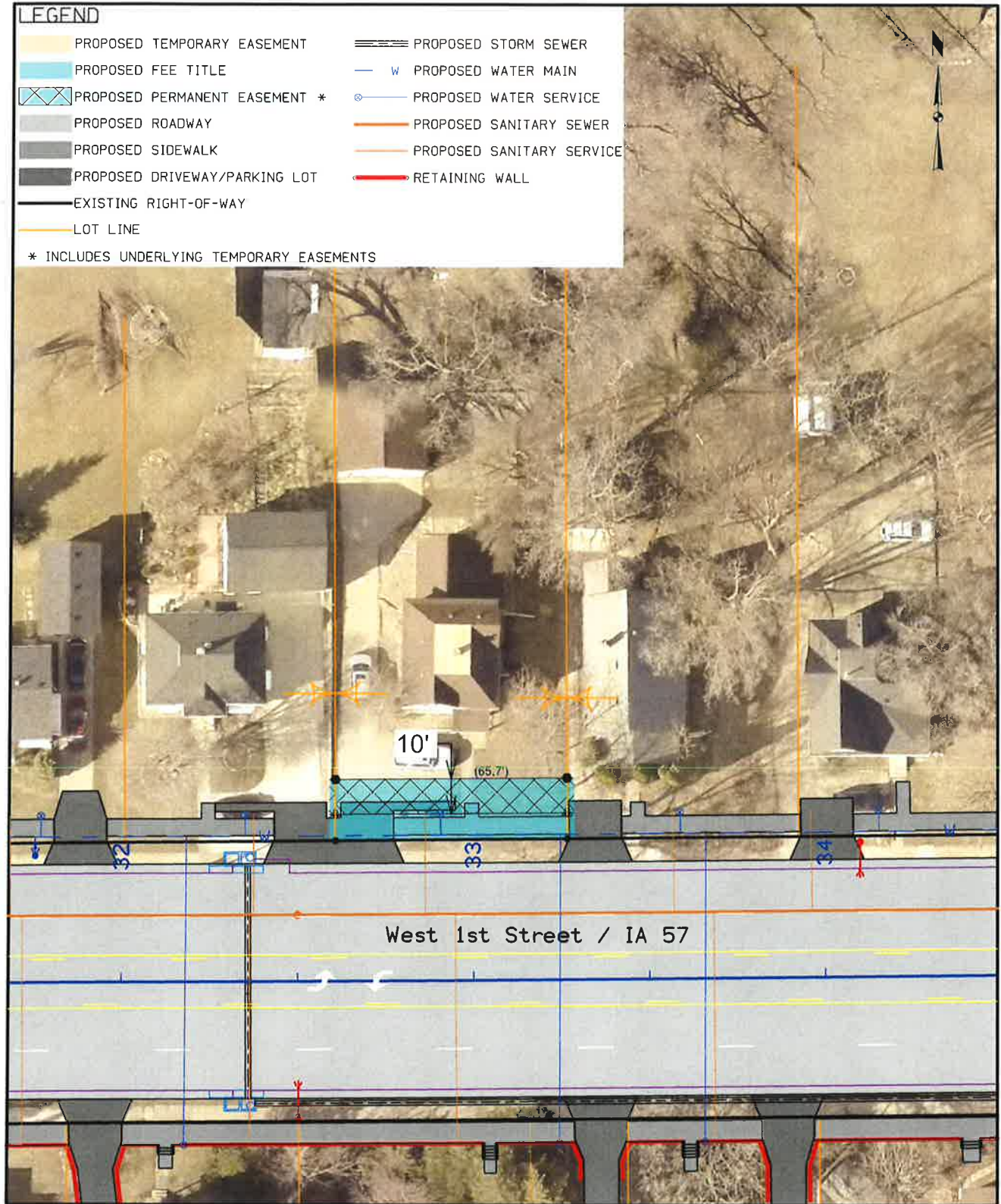
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°19'47" WEST ALONG THE WEST LINE OF THE SAID LOT 3, A DISTANCE OF 7.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°19'47" WEST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH 89°35'56" EAST, 36.04 FEET; THENCE NORTH 89°22'23" EAST, 29.74 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID LOT 3; THENCE SOUTH 00°18'26" EAST ALONG SAID EAST LINE, 10.00 FEET; THENCE SOUTH 89°22'23" WEST, 29.70 FEET; THENCE SOUTH 89°35'56" WEST, 36.07 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (658 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

Item F.2.m.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 12 - TODD G. & ANGELA M. HARRINGTON

SCALE:
 1" = 40'

DATE:
 02/08/2018

PROJECT #:
 STP-57-2(28)--2G-07



\$PLOTORVL\$
 \$PENTALL\$
 \$SHEETNAME\$

\$FILE\$
 \$DATE\$
 \$USER\$

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(515) 964-2020
(319)273-8600

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 1525 W. 1st St.
PARCEL NO. 3
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

COUNTY TAX PARCEL NO.8914-11-206-008

THIS AGREEMENT entered into this _____ day of _____, 2018, by and between Loco Rentals, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.

The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition
See attached

Temporary Easement
See attached

and which include the following improvements of whatever type situated on the premises:

_____.

1. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.

Item F.2.m.

- Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 14,513.00	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ 14,500.00	TOTAL LUMP SUM	

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

Land by Fee Title	_____ 781	sq. ft.	\$ 8,591.00
Permanent Utility Easement	_____	sq. ft.	\$ _____
Temporary Easement	_____ 2,342.00	sq. ft.	\$ 4,122.00
Miscellaneous/Other	_____ Paving		\$ 1,800.00
Buildings			\$ _____
Severance Damages			\$ _____

- Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
- The Seller warrants that there are no tenants on the premises holding under lease except: UNKNOWN.
- This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: _____

- Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
- The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be

paid in amounts supported by paid receipts or signed bills.

- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Loco Rentals, LLC

Michael Stewart _____
 Name/Title President Date _____ Name/Title _____ Date _____

For an acknowledgment in a representative capacity:

State of Iowa County of Black Hawk

This record was acknowledged before me on OCT 5TH, 2018

by MICHAEL STEWART Name(s) of individual(s)

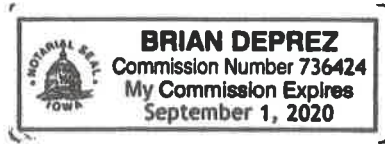
as PRESIDENT (type of authority, such as officer or trustee)

of LOCO RENTALS, LLC
(name of party on behalf of whom record was executed).

[Signature]
Signature of notarial officer

Brian Deprez
Printed name of notarial officer

9-1-2020
My commission expires



Item F.2.m.

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

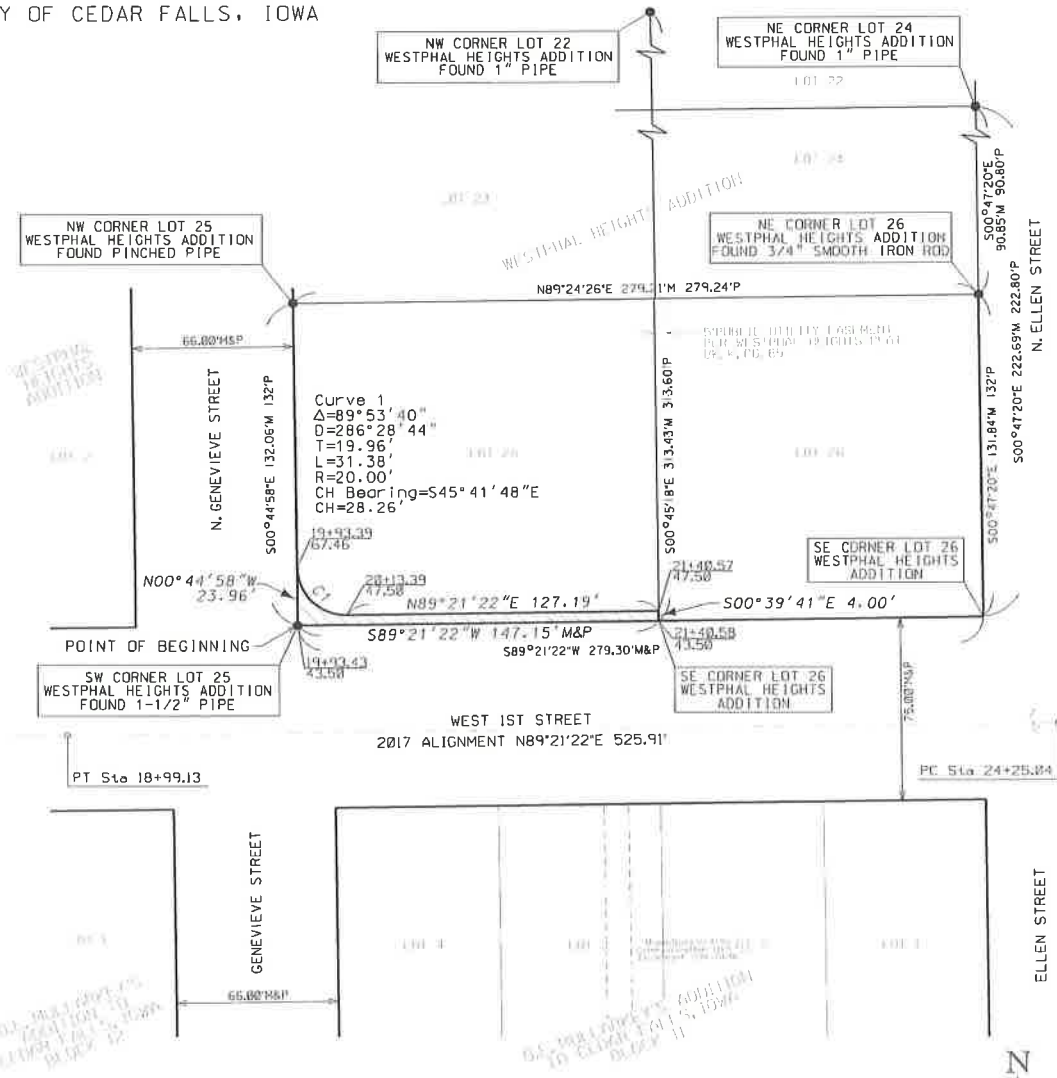
This instrument was acknowledged before me on the ____ day of _____, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 3
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 781 S.F. AC, EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM LOCO RENTALS, L.L.C.

CITY OF CEDAR FALLS, IOWA



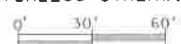
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 2-18-2018

 TERRY COADY DATE:
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: _____
 EXHIBIT "A" ONLY



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



DATE REVISED _____
 DATE DRAWN JANUARY 29, 2018 -577- SCALE 1" = 60'

Item F.2.m.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 3

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 25 OF, WESTPHAL HEIGHTS ADDITION, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 25 OF, WESTPHAL HEIGHTS ADDITION; THENCE NORTH 00°44'58" WEST ALONG THE WEST LINE OF SAID LOT 25, A DISTANCE OF 23.96 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.38 FEET AND WHOSE CHORD BEARS SOUTH 45°41'48" EAST, 28.26 FEET; THENCE NORTH 89°21'22" EAST, 127.19 FEET TO THE EAST LINE OF SAID LOT 25; THENCE SOUTH 00°39'41" EAST ALONG SAID EAST LINE, 4.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 25; THENCE SOUTH 89°21'22" WEST ALONG THE SOUTH LINE OF SAID LOT 25, A DISTANCE OF 147.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (674 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

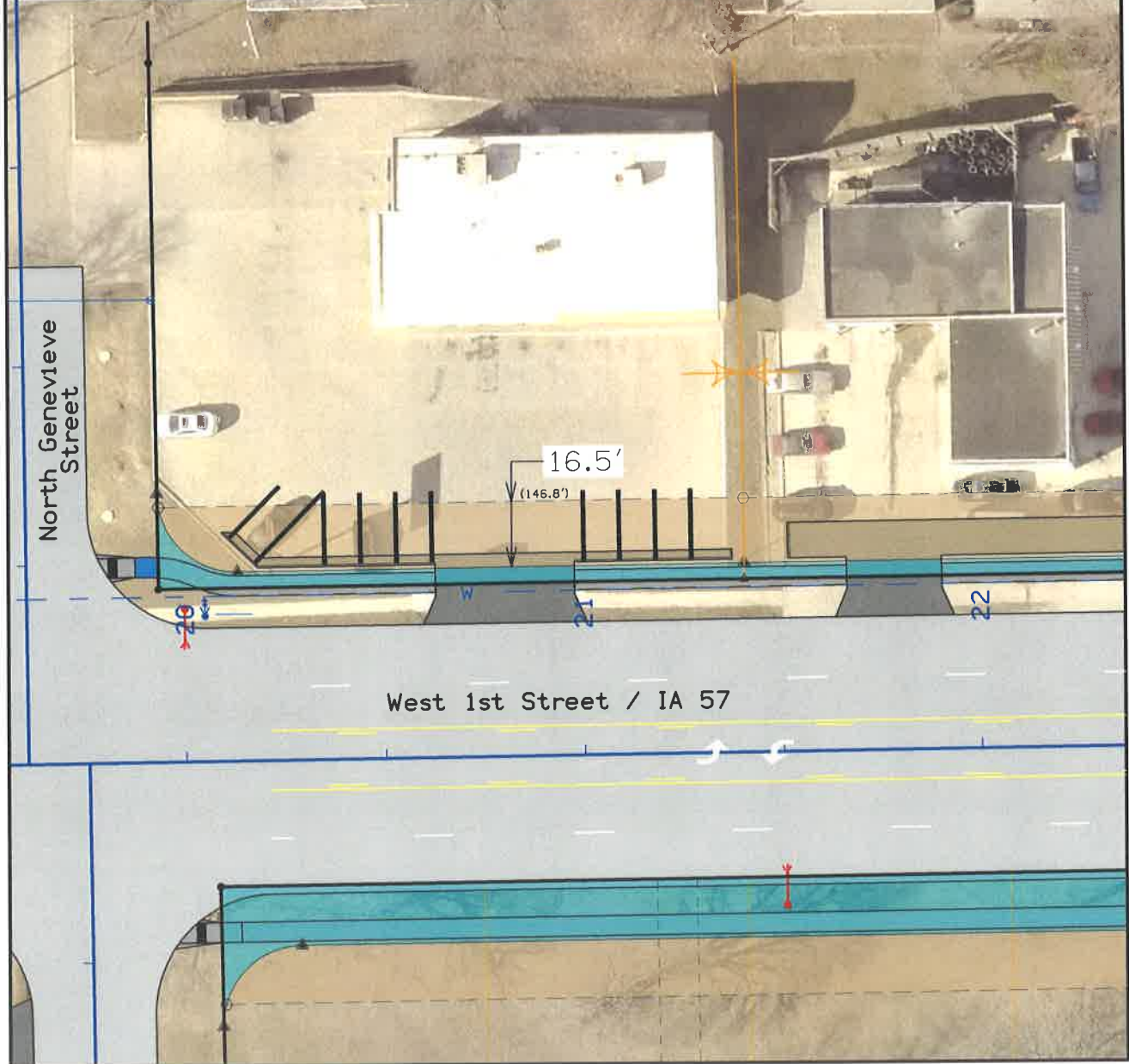
NOTE:

THE SOUTH LINE OF WESTPHAL HEIGHTS ADDITION ASSUMED TO BEAR NORTH 89°21'22" EAST.

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT *
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 3 - LOCO RENTALS, LLC

SCALE:
1" = 40'

DATE:
02/08/2018

PROJECT #:
STP-57-2(28)--2G-07



Item F.2.m.

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by Loco Rentals, LLC, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,
which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Loco Rentals, LLC

<u>Michael Stewart</u>	_____	_____	_____	_____
Name/Title	<u>President</u>	Date	Name/Title	Date

For an acknowledgment in a representative capacity:

State of Iowa County of Black Hawk

This record was acknowledged before me on OCT. 5TH, 2018
 by MICHAEL STEWART Name(s) of individual(s)
 as PRESIDENT (type of authority, such as officer or trustee)
 of LOCO RENTALS, LLC
 (name of party on behalf of whom record was executed).

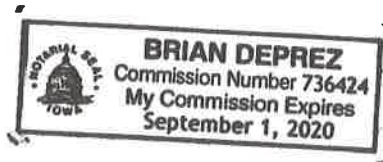
[Signature]

 Signature of notarial officer

Brian Deprez

 Printed name of notarial officer
9-1-2020

 My commission expires



Item F.2.m.

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)

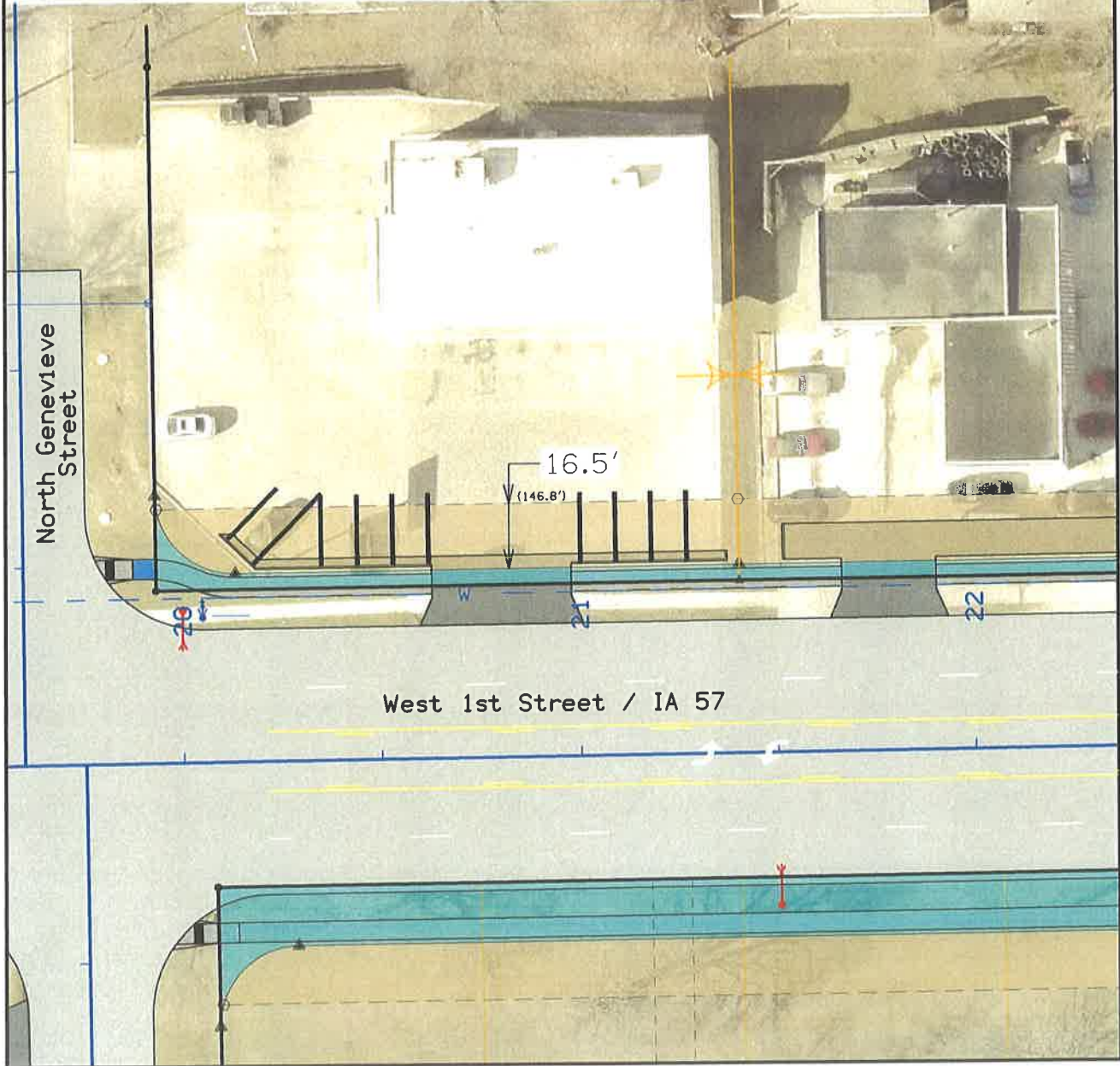
This instrument was acknowledged before me on _____, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND			
	PROPOSED TEMPORARY EASEMENT		PROPOSED STORM SEWER
	PROPOSED FEE TITLE		PROPOSED WATER MAIN
	PROPOSED PERMANENT EASEMENT *		PROPOSED WATER SERVICE
	PROPOSED ROADWAY		PROPOSED SANITARY SEWER
	PROPOSED SIDEWALK		PROPOSED SANITARY SERVICE
	PROPOSED DRIVEWAY/PARKING LOT		RETAINING WALL
	EXISTING RIGHT-OF-WAY		
	LOT LINE		

* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 3 - LOCO RENTALS, LLC

SCALE:
1" = 40'

DATE:
02/08/2018

PROJECT #:
STP-57-2(28)--2G-07



PLTDRVL: 6
 #PENTOLL: 6
 #SHEETNAME: 6

#FILE: 6
 #DATES: 6
 #USERS: 6

Item F.2.m.

Prepared by: Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, IA 50023
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613

(515) 964-2020
(319) 273-8600

CITY OF CEDAR FALLS TENANT PURCHASE AGREEMENT

Property Address: 1525 W. 1st St. **County Tax Parcel No:** 8914-11-206-008
Parcel Number 3 **Project Name:** West 1st Street Cedar Falls IA 57 Reconstruction Project
Project Number STP-57-2(28)--2c-07

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between
Loco, Inc., (d/b/a Subway), Seller and the City of Cedar Falls, Iowa,
Buyer.

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area
See Attached Acquisition Plat
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-5, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: LOCO Rentals, LLC

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Fee Acquisition and Temporary Easement as shown on the attached Acquisition Plat and Temporary easement area plat. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

None Known

10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Loco, Inc.

(d/b/a Subway)

Michael Stewart

Name -printed

Michael Stewart

Name

For an acknowledgment in a representative capacity:

State of Iowa County of Black Hawk

This record was acknowledged before me on Oct 5th, 2018

by MICHAEL STEWART Name(s) of individual(s)

as PRESIDENT (type of authority, such as officer or trustee)

of Loco, Inc.
(name of party on behalf of whom record was executed).

[Signature]

Signature of notarial officer

Brian Deprez

Printed name of notarial officer

9-1-2020

My commission expires



Item F.2.m.

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

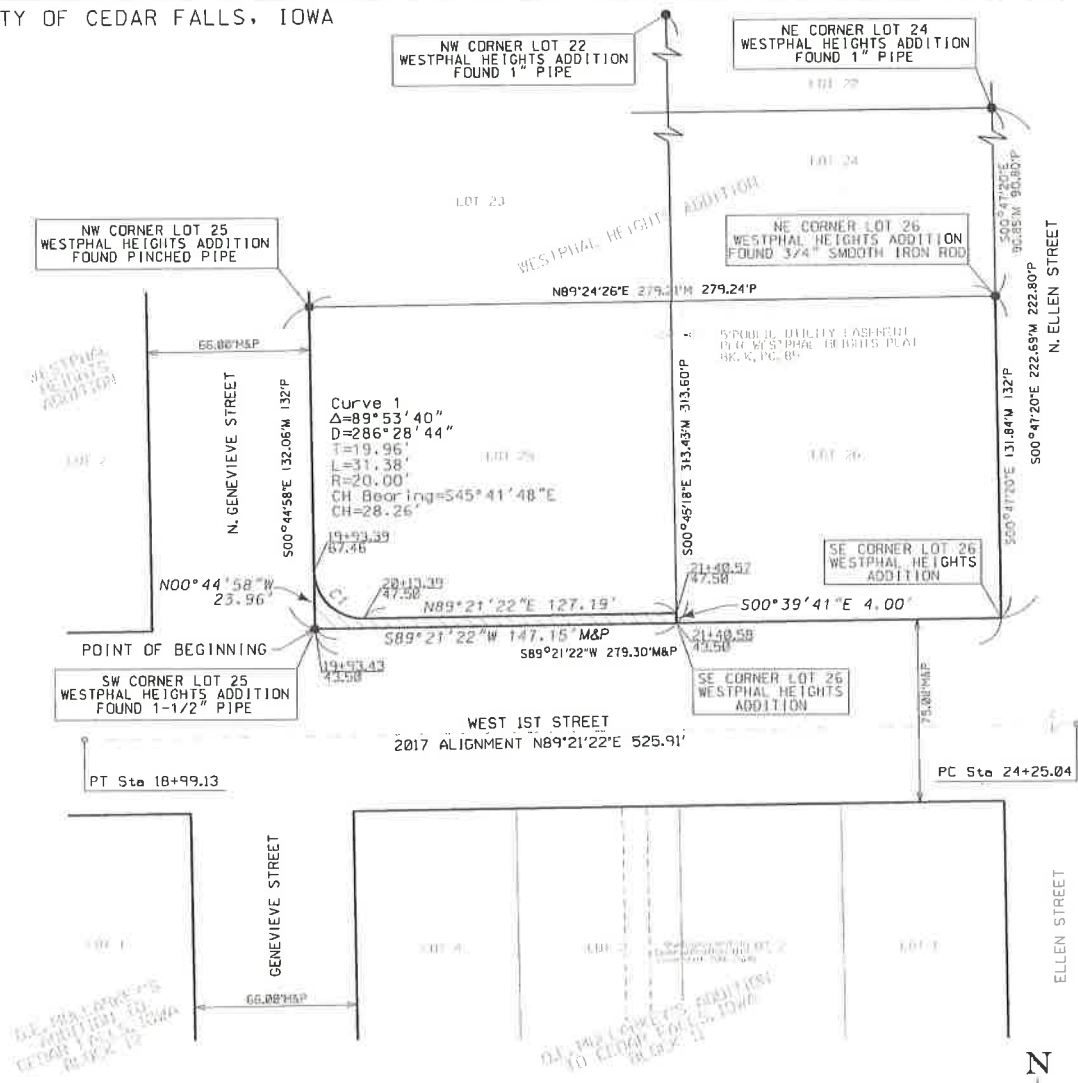
Notary Public in and for the State of Iowa

My Commission Expires:

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 3
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 781 S.F. AC, EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM LOCO RENTALS, L.L.C.

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Chady 2-18-2018
TERRY CHADY DATE:
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: _____
EXHIBIT "A" ONLY



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

Item F.2.m.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 3

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 25 OF, WESTPHAL HEIGHTS ADDITION, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 25 OF, WESTPHAL HEIGHTS ADDITION; THENCE NORTH 00°44'58" WEST ALONG THE WEST LINE OF SAID LOT 25, A DISTANCE OF 23.96 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.38 FEET AND WHOSE CHORD BEARS SOUTH 45°41'48" EAST, 28.26 FEET; THENCE NORTH 89°21'22" EAST, 127.19 FEET TO THE EAST LINE OF SAID LOT 25; THENCE SOUTH 00°39'41" EAST ALONG SAID EAST LINE, 4.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 25; THENCE SOUTH 89°21'22" WEST ALONG THE SOUTH LINE OF SAID LOT 25, A DISTANCE OF 147.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (674 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

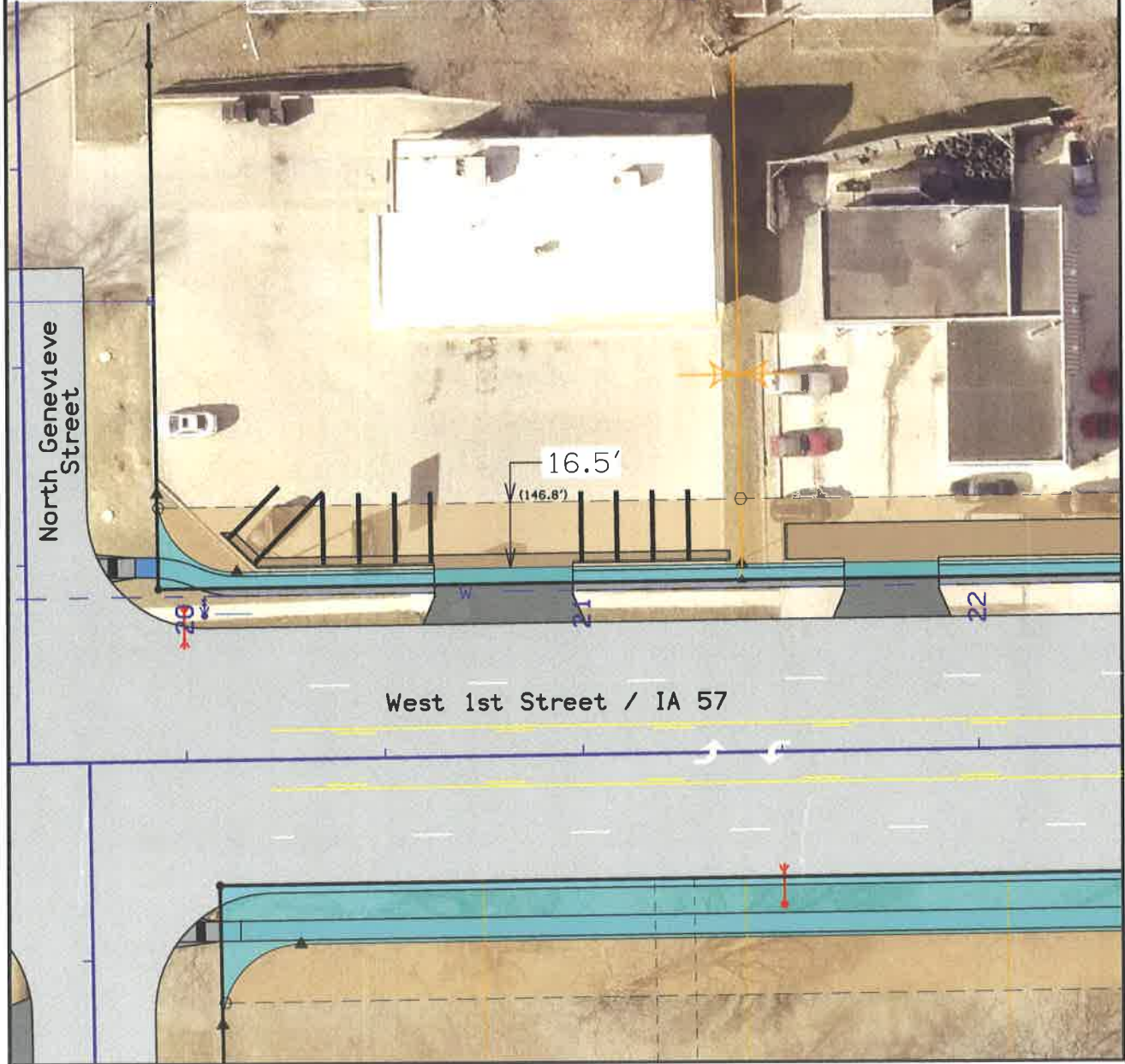
NOTE:

THE SOUTH LINE OF WESTPHAL HEIGHTS ADDITION ASSUMED TO BEAR NORTH 89°21'22" EAST.

LEGEND

	PROPOSED TEMPORARY EASEMENT		PROPOSED STORM SEWER
	PROPOSED FEE TITLE		PROPOSED WATER MAIN
	PROPOSED PERMANENT EASEMENT *		PROPOSED WATER SERVICE
	PROPOSED ROADWAY		PROPOSED SANITARY SEWER
	PROPOSED SIDEWALK		PROPOSED SANITARY SERVICE
	PROPOSED DRIVEWAY/PARKING LOT		RETAINING WALL
	EXISTING RIGHT-OF-WAY		
	LOT LINE		

* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 3 - LOCO RENTALS, LLC

SCALE:
1" = 40'

DATE:
02/08/2018

PROJECT #:
STP-57-2(28)--2G-07



BY: TORVIL
CHECKED: FENYELL
DATE: 02/08/2018

BY: L.L.
CHECKED: GUADE
DATE: 02/08/2018

Item F.2.m.

Prepared by: Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, IA 50023
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613

(515) 964-2020
(319) 273-8600

CITY OF CEDAR FALLS TENANT PURCHASE AGREEMENT

Property Address: 1525 W. 1st St. **County Tax Parcel No:** 8914-11-206-008
Parcel Number 3 **Project Name:** West 1st Street Cedar Falls IA 57 Reconstruction Project
Project Number STP-57-2(28)--2c-07

THIS AGREEMENT entered into this 4TH day of OCT., 2018, by and between
ASHLEY MCGINNIS FINNIS, INC., (d/b/a AMF Studio), Seller and the City of Cedar Falls, Iowa,
Buyer.

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area
See Attached Acquisition Plat
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-5, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: LOCO Rentals, LLC

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Fee Acquisition and Temporary Easement as shown on the attached Acquisition Plat and Temporary easement are plat. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

None Known

10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Ashley Maginnis Fitness
d/b/a AMF Studio

Ashley Maginnis
Name -printed

Name

For an acknowledgment in a representative capacity:

State of Iowa County of BLACK HAWK

This record was acknowledged before me on OCT. 4TH, 2018

by ASHLEY MCGINNIS Name(s) of individual(s)

as DIRECTOR (type of authority, such as officer or trustee)

of ASHLEY MCGINNIS FITNESS, INC.
(name of party on behalf of whom record was executed).

[Signature]
Signature of notarial officer

Brian Deprez
Printed name of notarial officer

9-1-2020
My commission expires



Item F.2.m.

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

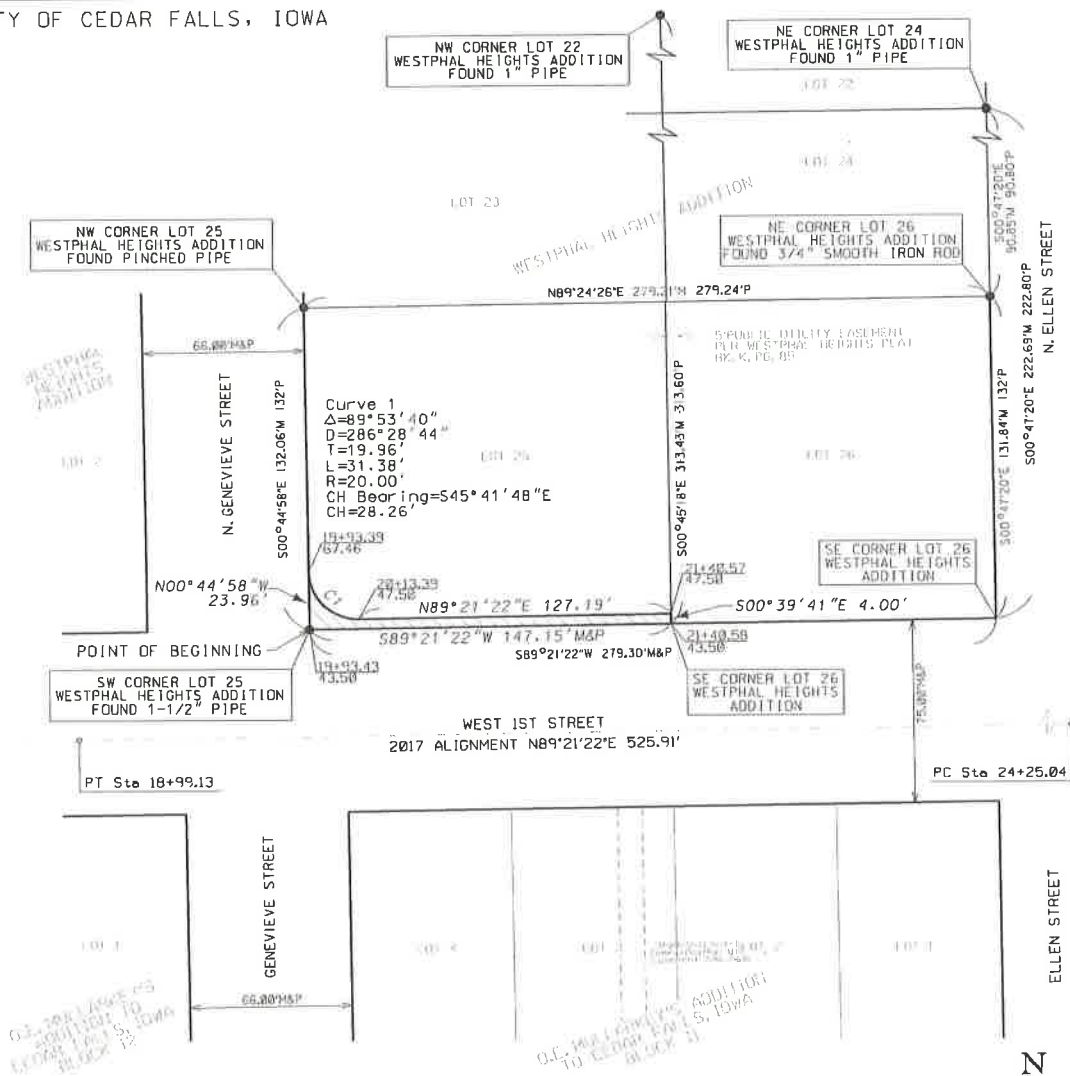
Notary Public in and for the State of Iowa

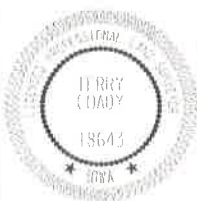
My Commission Expires:

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 3
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 781 S.F. X EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM LOCD RENTALS, L.L.C.

CITY OF CEDAR FALLS, IOWA





I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady DATE: 2-18-2018
 TERRY COADY

License number 18643

My License Renewal Date is December 31, 2019

Pages covered by this seal: _____

EXHIBIT "A" ONLY



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



Item F.2.m.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 3

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 25 OF, WESTPHAL HEIGHTS ADDITION, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:















BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 25 OF, WESTPHAL HEIGHTS ADDITION; THENCE NORTH 00°44'58" WEST ALONG THE WEST LINE OF SAID LOT 25, A DISTANCE OF 23.96 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.38 FEET AND WHOSE CHORD BEARS SOUTH 45°41'48" EAST, 28.26 FEET; THENCE NORTH 89°21'22" EAST, 127.19 FEET TO THE EAST LINE OF SAID LOT 25; THENCE SOUTH 00°39'41" EAST ALONG SAID EAST LINE, 4.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 25; THENCE SOUTH 89°21'22" WEST ALONG THE SOUTH LINE OF SAID LOT 25, A DISTANCE OF 147.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (674 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

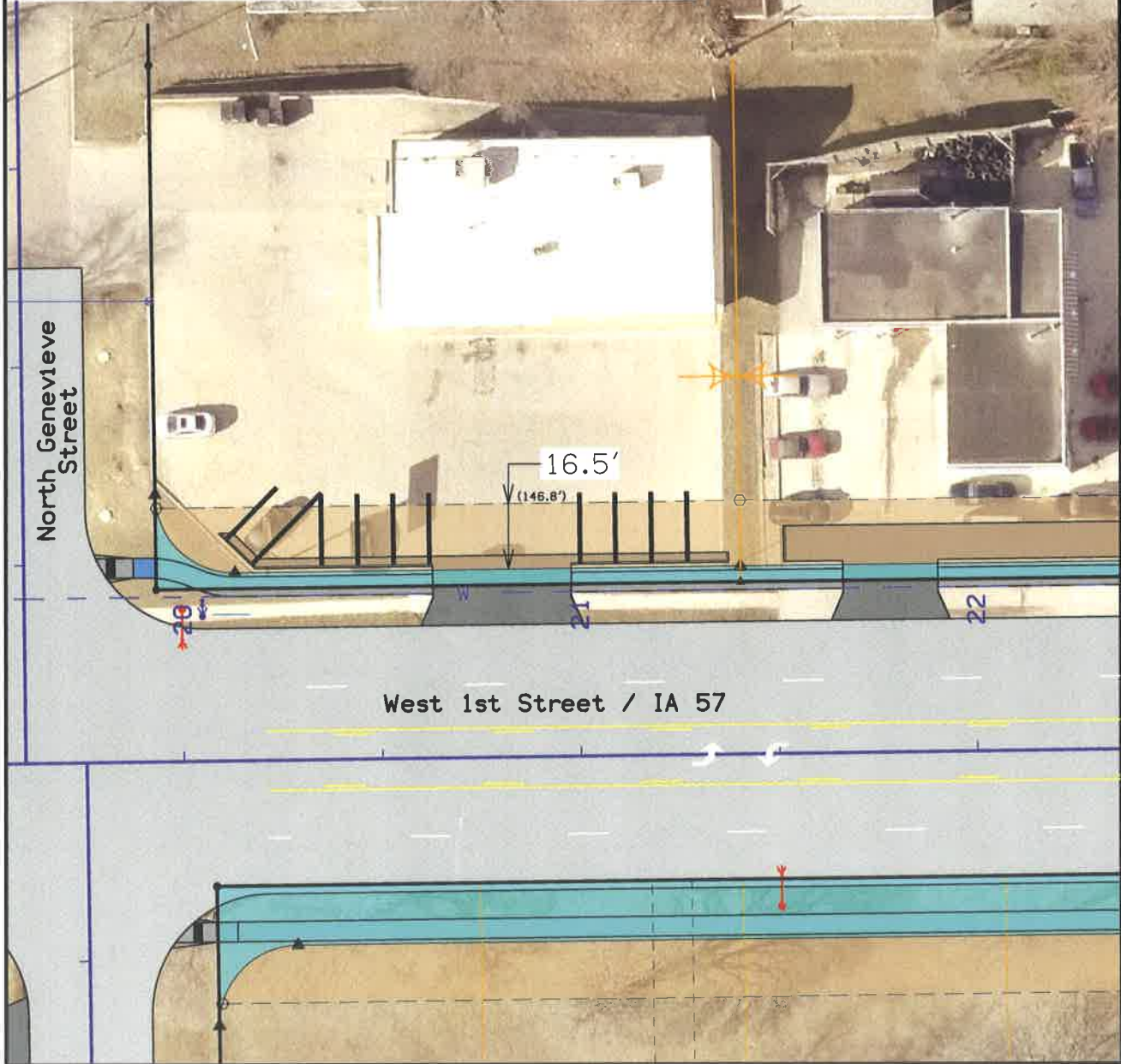
NOTE:

THE SOUTH LINE OF WESTPHAL HEIGHTS ADDITION ASSUMED TO BEAR NORTH 89°21'22" EAST.

LEGEND

	PROPOSED TEMPORARY EASEMENT		PROPOSED STORM SEWER
	PROPOSED FEE TITLE		PROPOSED WATER MAIN
	PROPOSED PERMANENT EASEMENT *		PROPOSED WATER SERVICE
	PROPOSED ROADWAY		PROPOSED SANITARY SEWER
	PROPOSED SIDEWALK		PROPOSED SANITARY SERVICE
	PROPOSED DRIVEWAY/PARKING LOT		RETAINING WALL
	EXISTING RIGHT-OF-WAY		
	LOT LINE		

* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

SCALE: 1" = 40'

PARCEL 3 - LOCO RENTALS, LLC

DATE: 02/08/2018

PROJECT #: STP-57-2(28)--2G-07



PI TORVLL
 #FENTRL#
 #SHEETNAME#

#FILE#
 #DATE#
 #USER#

Item F.2.m.

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 1001 W. 1st St. COUNTY TAX PARCEL NO.8914-11-228-018
PARCEL NO. 21
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between Seth A. Neitzke and Allie R. Neitzke, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition
See attached

Permanent Utility Easement
See attached

Temporary Easement
See attached

and which include the following improvements of whatever type situated on the premises:

_____.

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an

interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>7,709.66</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>7,710.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>412</u>	sq. ft.	<u>\$ 3,708.00</u>
Permanent Utility Easement	<u>539</u>	sq. ft.	<u>\$ 2,425.50</u>
Temporary Easement	<u>539</u>	sq. ft.	<u>\$ 776.16</u>
Miscellaneous/Other	<u>Trees and Bushes</u>		<u>\$ 800.00</u>
Buildings			<u>\$ _____</u>
Severance Damages			<u>\$ _____</u>

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: _____

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 9 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

Item F.2.m.

- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.


10-1-18

10-1-18
 Seth A. Neitzke Date Allie R. Neitzke Date

For an acknowledgment in an individual capacity:

State of Iowa
 County of BLACK HAWK

This record was acknowledged before me on Oct 1, 2018

by Seth A Neitzke & Allie R Neitzke Name(s) of individual(s)


 Signature of notarial officer



Amy C Eggleston
 Printed name of notarial officer

May 11, 2021
 My commission expires

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

Item F.2.m.

IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 21
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE 412 S.F. EASE _____ AC EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM SETH A. & ALLIE R. NEITZKE

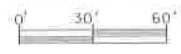
CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related surveying work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 2-18-2018
 TERRY COADY DATE:
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: _____
 EXHIBIT "A" ONLY

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



DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 21

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 7 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE SOUTH 89°24'13" WEST ALONG THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 53.92 FEET TO THE SOUTHWEST CORNER OF THE EAST 54.00 FEET OF SAID LOT 7; THENCE NORTH 00°23'49" WEST ALONG THE WEST LINE OF SAID EAST 54.00 FEET OF LOT 7, A DISTANCE OF 7.63 FEET; THENCE NORTH 89°22'23" EAST, 53.93 FEET TO THE EAST LINE OF SAID LOT 7; THENCE SOUTH 00°19'56" EAST ALONG SAID EAST LINE, 7.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (412 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

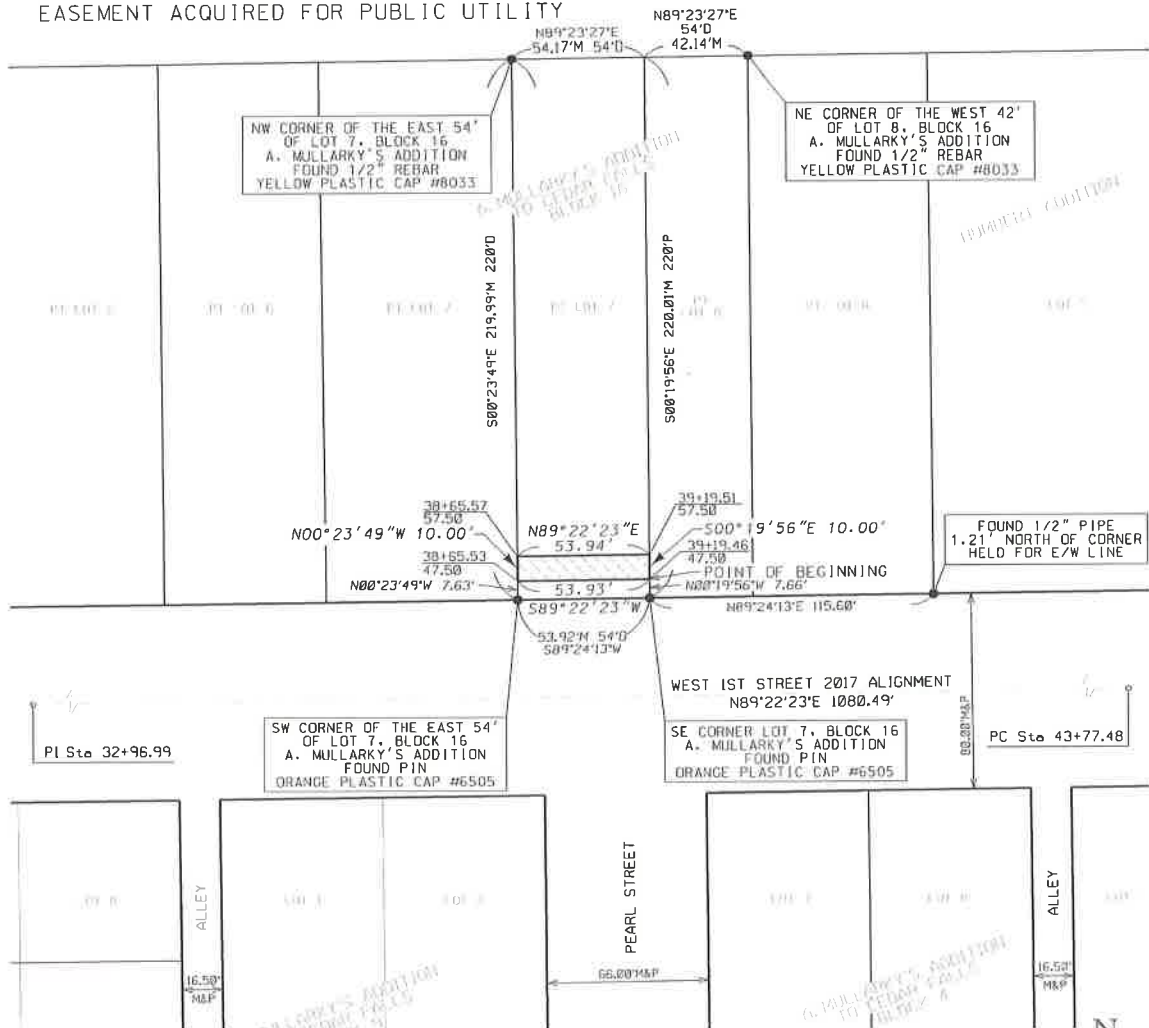
THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.



Item F.2.m.

IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 21
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE _____ AC, EASE 539 S.F. EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE _____
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE _____
 ACQUIRED FROM SETH A. & ALLIE R. NEITZKE

CITY OF CEDAR FALLS, IOWA
 EASEMENT ACQUIRED FOR PUBLIC UTILITY



	I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.	
	 TERRY COADY	DATE: <u>2-18-2018</u>
	License number <u>18643</u>	
	My License Renewal Date is December 31, 2019	
Pages covered by this seal: _____ EXHIBIT "A" ONLY		

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



DATE REVISED _____

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 21

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 7 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

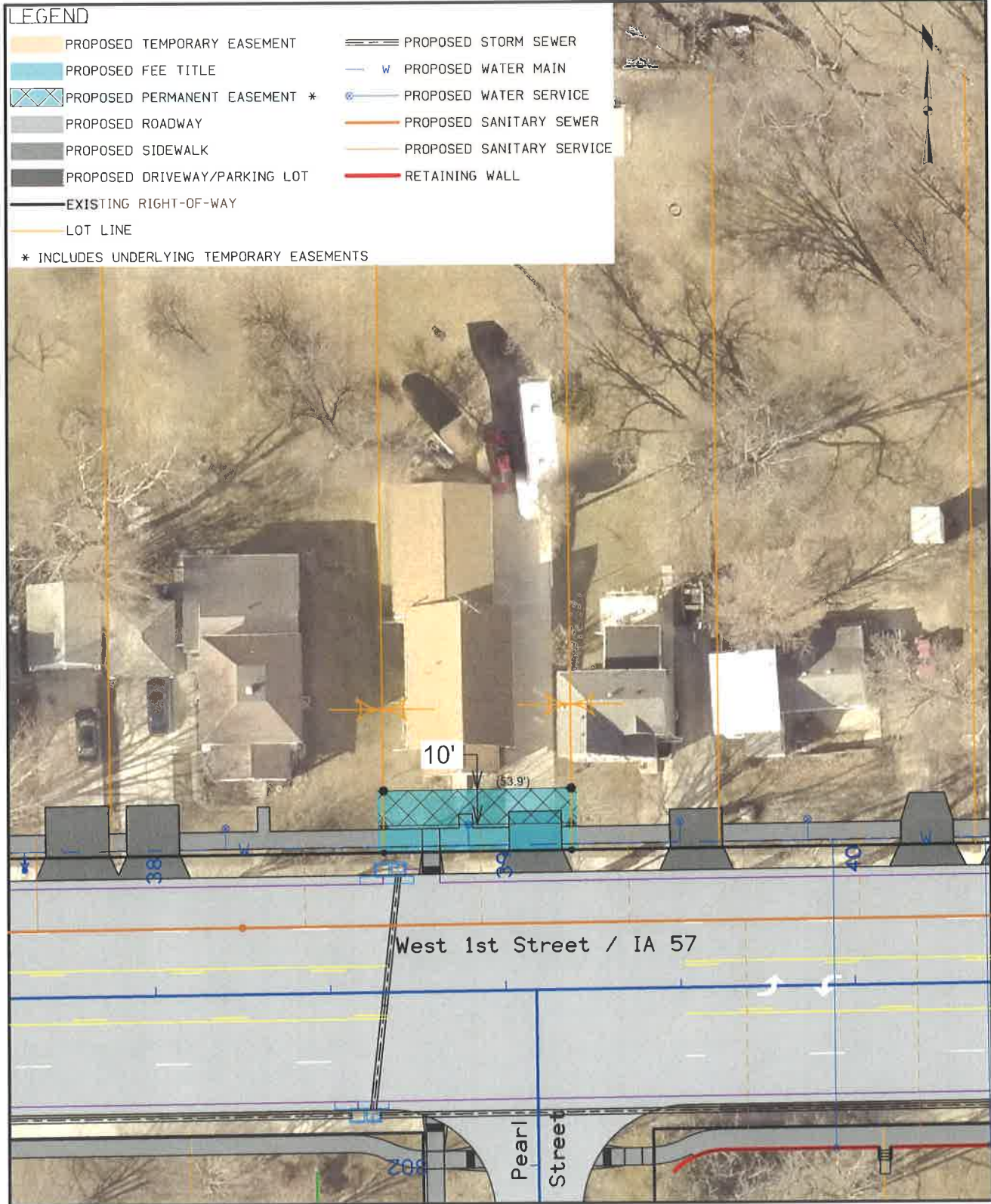
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 7, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°19'56" WEST ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 7.66 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°22'23" WEST, 53.93 FEET TO THE WEST LINE OF THE EAST 54.00 FEET OF SAID LOT 7; THENCE NORTH 00°23'49" WEST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH 89°22'23" EAST, 53.94 FEET TO SAID EAST LINE OF LOT 7; THENCE SOUTH 00°19'56" EAST ALONG SAID EAST LINE, 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (539 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

Item F.2.m.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 21 - SETH A. NEITZKE

SCALE:
1" = 40'

DATE:
02/08/2018

PROJECT #:
STP-57-2(28)--2G-07



SNY, TDVLS
SPENTULLI
SHELDON

FILED
DATE
USER

WHEN RECORDED RETURN TO:
City Clerk – City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, Iowa 50613 (319)273-8600

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Seth A. Neitzke and Allie R. Neitzke, of the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Cedar Falls, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, though, and across the following described real estate:

See Exhibit A Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Utility

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

Item F.2.m.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor and its grantees, acknowledge the existing structures, plantings, and fencing remaining inside the Easement following construction of the West 1st Street Improvements Project may remain until such time use of the Easement area is needed by the City. Grantor and its grantees, further acknowledge should removal of existing structures, plantings, and fencing be required after the Project that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, and fencing removed from within the Easement area.

Grantor does hereby covenant that Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

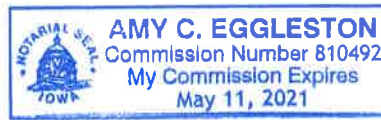
IN WITNESS WHEREOF, we have hereunto affixed our hands this 1 day of October, 2018.

[Signature] 10-1-18
Seth A. Neitzke Date

[Signature] 10-1-18
Allie R. Neitzke Date

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

This record was acknowledged before me on this 1 day of October, 2018, by Seth A Neitzke and Allie R Neitzke



[Signature]
Notary Public in and for the State of Iowa

ACCEPTANCE OF PUBLIC UTILITY 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)

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Public Utility Easement was duly approved and accepted by the City Council of the City of Cedar Falls by Resolution No. _____, passed on the _____ day of _____, 2018, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2018.

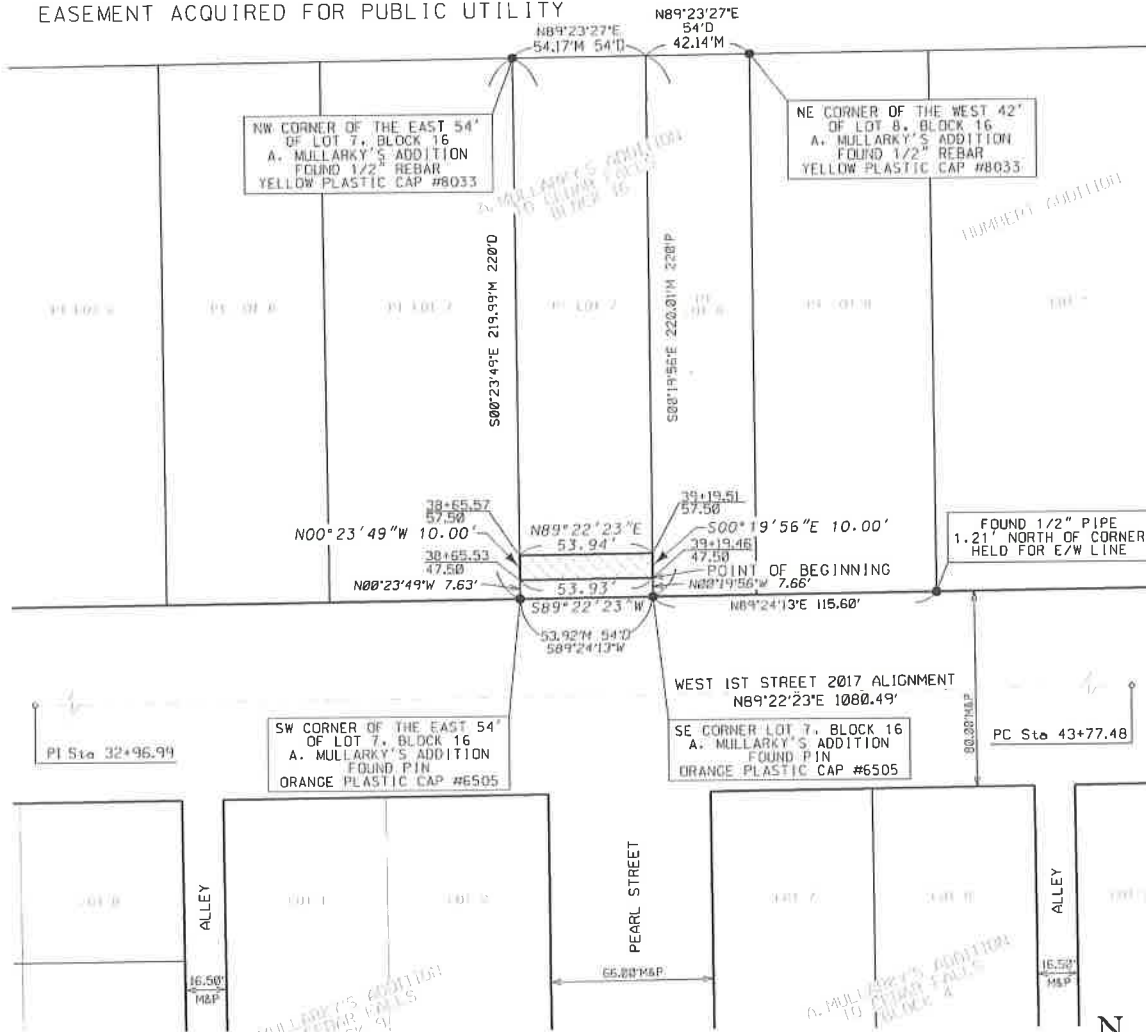
Notary Public in and for the State of Iowa

Item F.2.m.

IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 21
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE _____ AC, EASE 539 S.F. EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE _____
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE _____
 ACQUIRED FROM SETH A. & ALLIE R. NEITZKE

CITY OF CEDAR FALLS, IOWA
 EASEMENT ACQUIRED FOR PUBLIC UTILITY



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 2-18-2018

 TERRY COADY DATE:

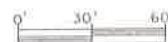
License number 18643

My License Renewal Date is December 31, 2019

Pages covered by this seal: _____
EXHIBIT "A" ONLY



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



DATE REVISED _____

DATE DRAWN JANUARY 29, 2018 -608-

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 21

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 7 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 7, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°19'56" WEST ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 7.66 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°22'23" WEST, 53.93 FEET TO THE WEST LINE OF THE EAST 54.00 FEET OF SAID LOT 7; THENCE NORTH 00°23'49" WEST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH 89°22'23" EAST, 53.94 FEET TO SAID EAST LINE OF LOT 7; THENCE SOUTH 00°19'56" EAST ALONG SAID EAST LINE, 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (539 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

Item F.2.m.

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by Seth A. and Allie R. Neitzke, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Seth A. Neitzke 10-1-18 Allie R. Neitzke 10-1-18
Seth A. Neitzke Date Allie R. Neitzke Date

For an acknowledgment in an individual capacity:

State of Iowa
County of Black Hawk

This record was acknowledged before me on Oct 1, 2018
by Seth A Neitzke & Allie R Neitzke Name(s) of individual(s)

Amy C Eggleston
Signature of notarial officer

Amy C Eggleston
Printed name of notarial officer



May 11, 2021
My commission expires

Item F.2.m.

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:

LEGEND

 PROPOSED TEMPORARY EASEMENT	 PROPOSED STORM SEWER
 PROPOSED FEE TITLE	 PROPOSED WATER MAIN
 PROPOSED PERMANENT EASEMENT *	 PROPOSED WATER SERVICE
 PROPOSED ROADWAY	 PROPOSED SANITARY SEWER
 PROPOSED SIDEWALK	 PROPOSED SANITARY SERVICE
 PROPOSED DRIVEWAY/PARKING LOT	 RETAINING WALL
 EXISTING RIGHT-OF-WAY	
 LOT LINE	

* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 21 - SETH A. NEITZKE

SCALE:
1" = 40'

DATE:
02/08/2018

PROJECT #:
STP-57-2(28)--2G-07



#PLTDRWN:
#PNTBLA:
#SHEETNAME:

STP 57-2(28)
SHEET 8
SUBS 18

Item F.2.m.

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(515) 964-2020
(319)273-8600

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 610 W. 1st St.
PARCEL NO. 45
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

COUNTY TAX PARCEL NO.8914-12-154-009

THIS AGREEMENT entered into this 7th day of OCTOBER, 2018, by and between McDonald's Corporation d/b/a Delaware McDonald's Corporation, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, ~~permanent utility easement~~ and temporary easement agreement~~s~~, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition
See attached

Temporary Easement
See attached

and which include the following improvements of whatever type situated on the premises:

NONE

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/~~permanent easement agreement~~ and/or temporary easement agreement~~s~~ [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the

premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>13,688.38</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>13,700.00</u>	TOTAL LUMP SUM (rounded)	

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

Land by Fee Title	<u>716</u>	sq. ft.	\$ <u>7,876.00</u>
Permanent Utility Easement	_____	sq. ft.	\$ _____
Temporary Easement	<u>2,141</u>	sq. ft.	\$ <u>3,768.00</u>
Miscellaneous/Other	<u>Concrete Paving/Landscaping</u>		\$ <u>1,100.00</u>
Reinstall Irrigation System (estimate provided)			\$ <u>944.38</u>
Severance Damages			\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: M^ESOIFER'S INC AND Scott Soifer.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: N/A

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 5 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

Item F.2.m.

- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

McDonald's Corporation
~~d/b/a Delaware McDonald's Corporation~~

	10/8/18		
Name/Title	Date	Name/Title	Date
MICHAEL J. VAN POUCKE, SR. COUNSEL			

For an acknowledgment in a representative capacity:

State of ILLINOIS County of COOK

This record was acknowledged before me on OCTOBER 8th, 2018
 by MICHAEL J. VAN POUCKE Name(s) of individual(s)
 as SENIOR COUNSEL (type of authority, such as officer or trustee)
 of McDONALD'S CORPORATION
 (name of party on behalf of whom record was executed).


 Signature of notarial officer



CATHERINE B. O'CONNOR
 Printed name of notarial officer

11-12-2021
 My commission expires

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

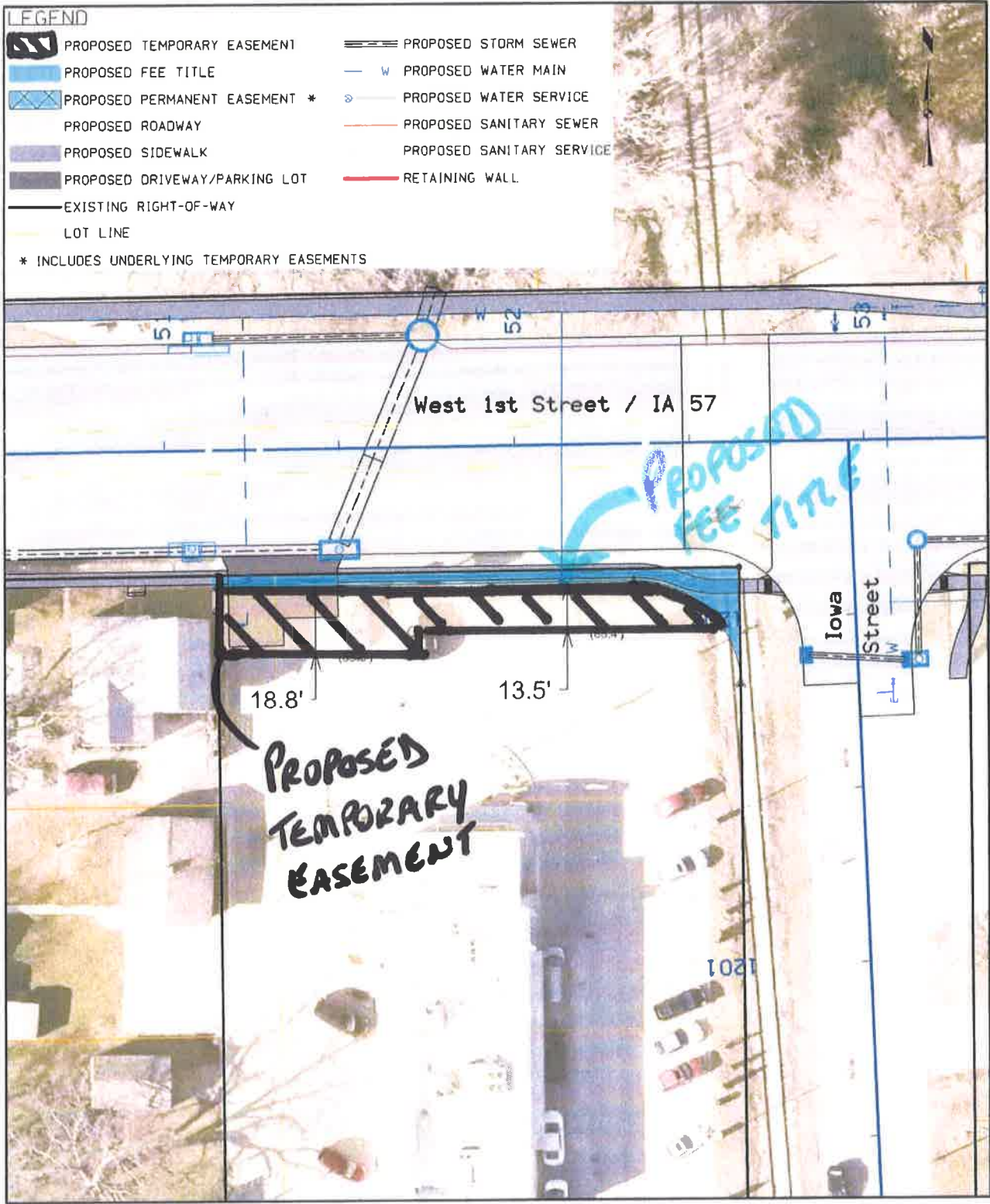
MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

Item F.2.m.



LEGEND

- PROPOSED TEMPORARY EASEMENT
 - PROPOSED FEE TITLE
 - PROPOSED PERMANENT EASEMENT *
 - PROPOSED ROADWAY
 - PROPOSED SIDEWALK
 - PROPOSED DRIVEWAY/PARKING LOT
 - EXISTING RIGHT-OF-WAY
 - LOT LINE
 - PROPOSED STORM SEWER
 - PROPOSED WATER MAIN
 - PROPOSED WATER SERVICE
 - PROPOSED SANITARY SEWER
 - PROPOSED SANITARY SERVICE
 - RETAINING WALL
- * INCLUDES UNDERLYING TEMPORARY EASEMENTS

PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 45 - McDONALDS CORPORATION

SCALE:
1" = 40'

DATE:
02/08/2018

PROJECT #:
STP-57-2(28)--2G-07



4/11/2018
 4/11/2018
 4/11/2018

4/11/2018
 4/11/2018
 4/11/2018

EXHIBIT - FEE ACQUISITION AND TEMPORARY EASEMENT

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this 8th day of OCTOBER, 2018, by McDonald's Corporation ~~d/b/a Delaware McDonald's Corporation~~, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon the sooner to occur, completion of Project or October 1st, 2020.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,
which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Item F.2.m.

McDonald's Corporation
~~d/b/a Delaware McDonald's Corporation~~

Michael J. Van Pouvcke
Name/Title

Date

Name/Title

Date

MICHAEL J. VAN POUCKE 10/8/18

SENIOR COUNSEL

For an acknowledgment in a representative capacity:

State of ILLINOIS County of COOK

This record was acknowledged before me on OCTOBER 8th, 2018

by MICHAEL J. VAN POUCKE Name(s) of individual(s)

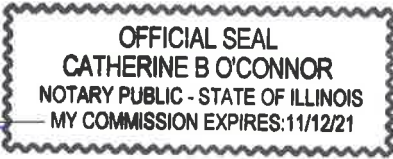
as SENIOR COUNSEL (type of authority, such as officer or trustee)

of McDONALD'S CORPORATION

(name of party on behalf of whom record was executed).

Catherine B. O'Connor

Signature of notarial officer



CATHERINE B. O'CONNOR

Printed name of notarial officer

11-12-21

My commission expires

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

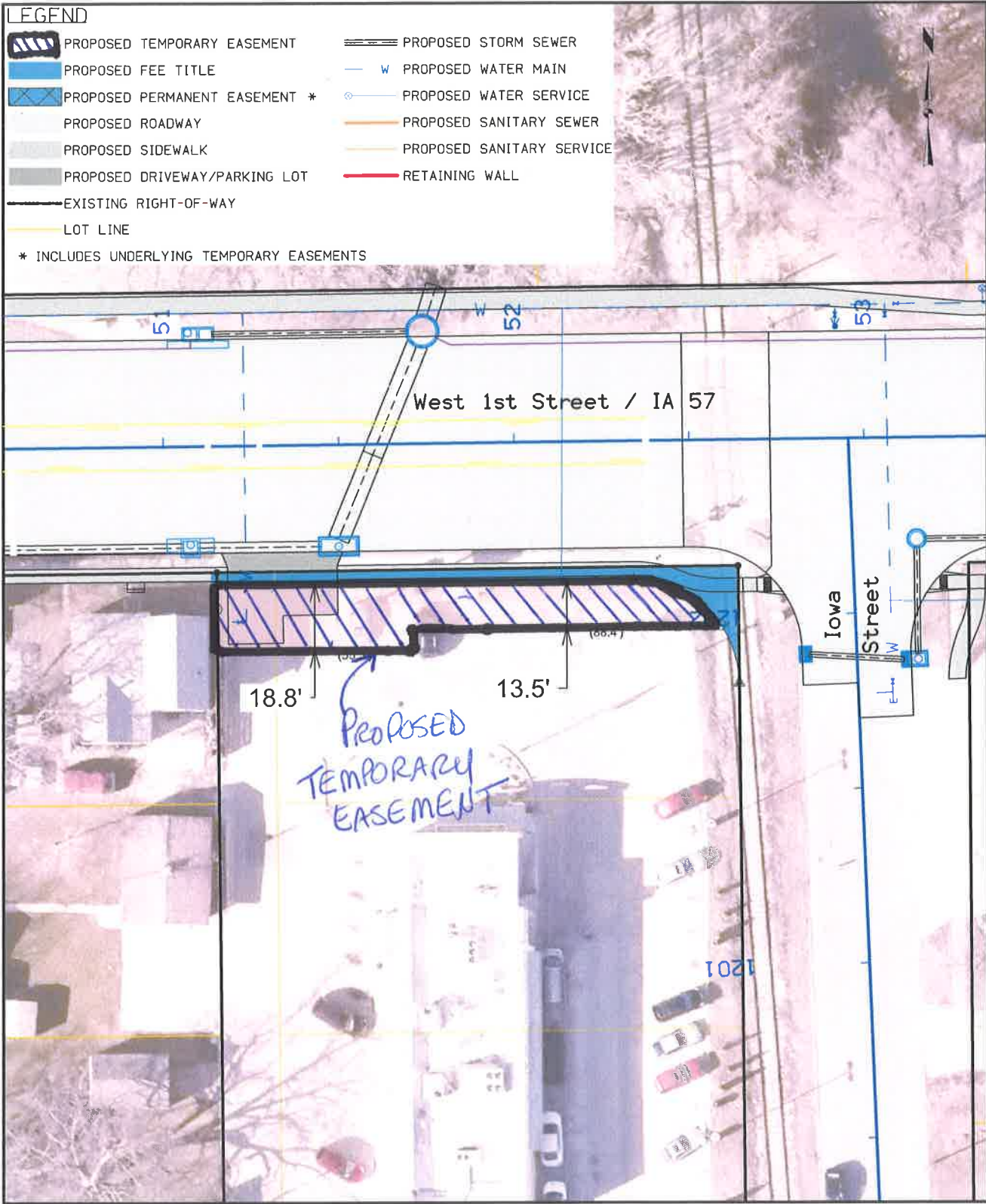
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires:

Item F.2.m.



LEGEND

- PROPOSED TEMPORARY EASEMENT
 - PROPOSED FEE TITLE
 - PROPOSED PERMANENT EASEMENT *
 - PROPOSED ROADWAY
 - PROPOSED SIDEWALK
 - PROPOSED DRIVEWAY/PARKING LOT
 - EXISTING RIGHT-OF-WAY
 - LOT LINE
 - PROPOSED STORM SEWER
 - PROPOSED WATER MAIN
 - PROPOSED WATER SERVICE
 - PROPOSED SANITARY SEWER
 - PROPOSED SANITARY SERVICE
 - RETAINING WALL
- * INCLUDES UNDERLYING TEMPORARY EASEMENTS

PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
PARCEL 45 - McDONALDS CORPORATION

SCALE: 1" = 40'
 DATE: 02/08/2018
 PROJECT #: STP-57-2(28)--2G-07



#PI 11/13/18
 #SPENTELLA
 #SHEETNAME

#FILE #
 #DATE #
 #USER #

EXHIBIT - TEMP - 622 - GRADING EASEMENT

Prepared by: Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, IA 50023
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613

(515) 964-2020
(319) 273-8600

**CITY OF CEDAR FALLS
TENANT PURCHASE AGREEMENT**

Property Address: 610 W. 1st St. **County Tax Parcel No:** 8914-12-154-009
Parcel Number 45 Project Name: West 1st Street Cedar Falls IA 57 Reconstruction Project
Project Number STP-57-2(28)--2c-07

THIS AGREEMENT entered into this 6th day of August, 2018, by and between Scott Soifer, Seller and the City of Cedar Falls, Iowa, Buyer.

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Acquisition Plat
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-5, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: McDonald's Corporation d/b/a Delaware McDonald's Corporation

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Fee Acquisition and Temporary Acquisition as shown on the attached Acquisition Plat. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Item F.2.m.

- 9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

"None Known"

- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Scott Soifer
Scott Soifer

61
Name

For an acknowledgment in an individual capacity:

State of Iowa County of Floyd

This record was acknowledged before me on 8-6, 2018

by Scott H Soifer Name(s) of individual(s)

[Signature]
Signature of notarial officer

Connie Lacour
Printed name of notarial officer

11-29-2020
My commission expires



BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

Item F.2.m.

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 616 W. 1st St. COUNTY TAX PARCEL NO.8914-12-154-002
PARCEL NO. 46
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this 1st day of May, 2018, by and between Donald E. Hurst, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition
See attached

Temporary Easement
See attached

and which include the following improvements of whatever type situated on the premises:

_____.

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>2,774.88</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>2,775.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>232</u>	sq. ft.	\$ <u>2,088.00</u>
Permanent Utility Easement	_____	sq. ft.	\$ _____
Temporary Easement	<u>477</u>	sq. ft.	\$ <u>686.88</u>
Miscellaneous/Other	_____		\$ _____
Buildings			\$ _____
Severance Damages			\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: NONE.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: Donald E. Hurst – 1706 W. 3rd St. Cedar Falls, IA 50613

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint

Item F.2.m.

tenancy has not been destroyed by operation of law or acts of the Seller.

- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Donald E. Hurst 9-27-2018 _____
 Donald E. Hurst Date (Spouse) Date

1. For an acknowledgment in an individual capacity:

State of IOWA

County of BLACK HAWK

This record was acknowledged before me on 9/27/18

_____ (Date) by DONALD HURST

Name(s) of individual(s).

Mary Ann Carnock

 Signature of notarial officer



2. For an acknowledgment in a representative capacity:

(Trustee, name of person signing on behalf of or Name of Business)

State of _____

County of _____

This record was acknowledged before me on _____

_____(Date) by _____

Name(s) of individual(s) as _____

_____(type of authority, such as officer or trustee)

of _____
(name of party on behalf of whom record was executed) .

Signature of notarial officer

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

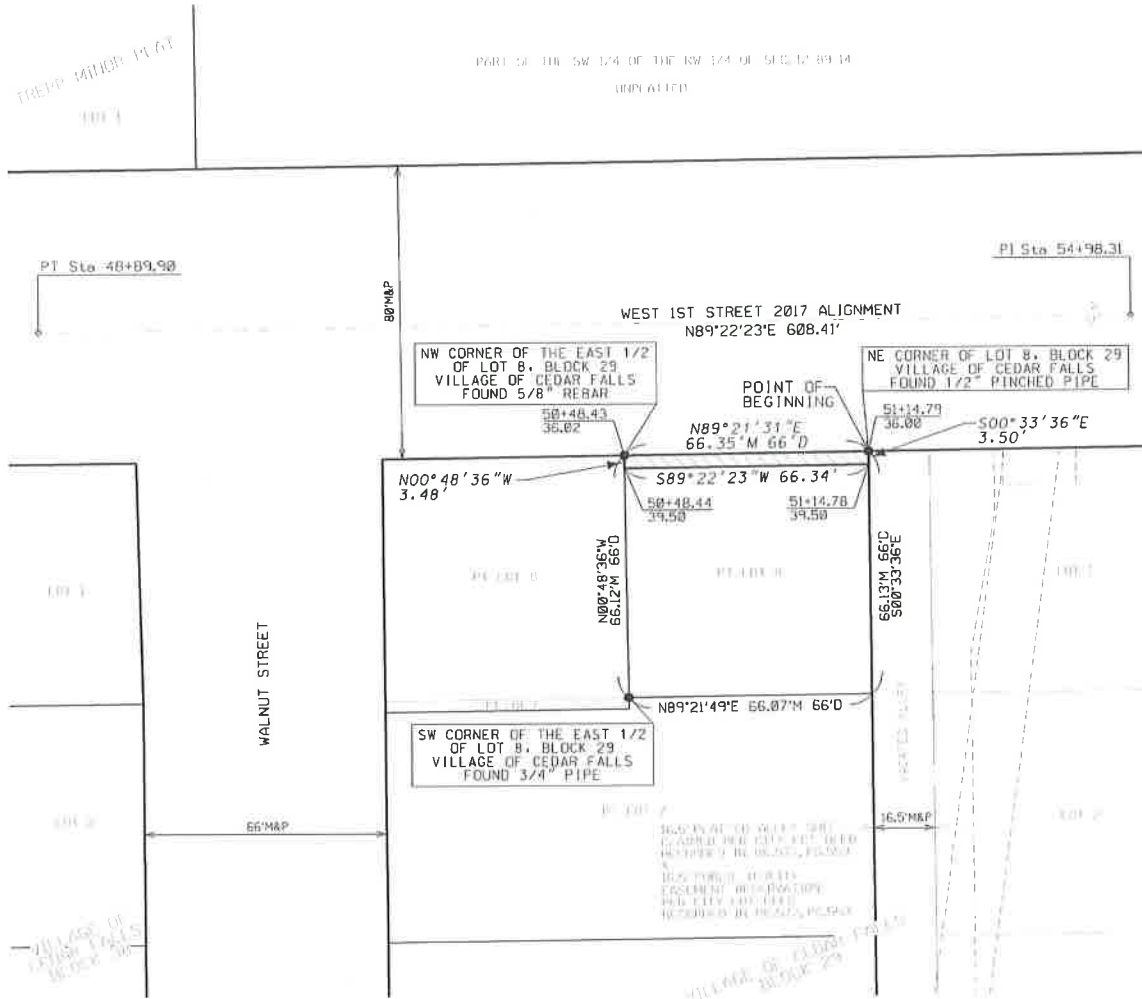
Notary Public in and for the State of Iowa

Item F.2.m.

IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 46
 SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE 232 S.F. AC. EASE _____ AC EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM DONALD E. HURST AND ERIKA A. HURST

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 7-18-2018
 TERRY COADY DATE:
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: _____
 EXHIBIT "A" ONLY



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



DATE REVISED _____

DATE DRAWN JANUARY 29, 2018 -630-

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 46

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 8 OF, BLOCK 29, VILLAGE OF CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

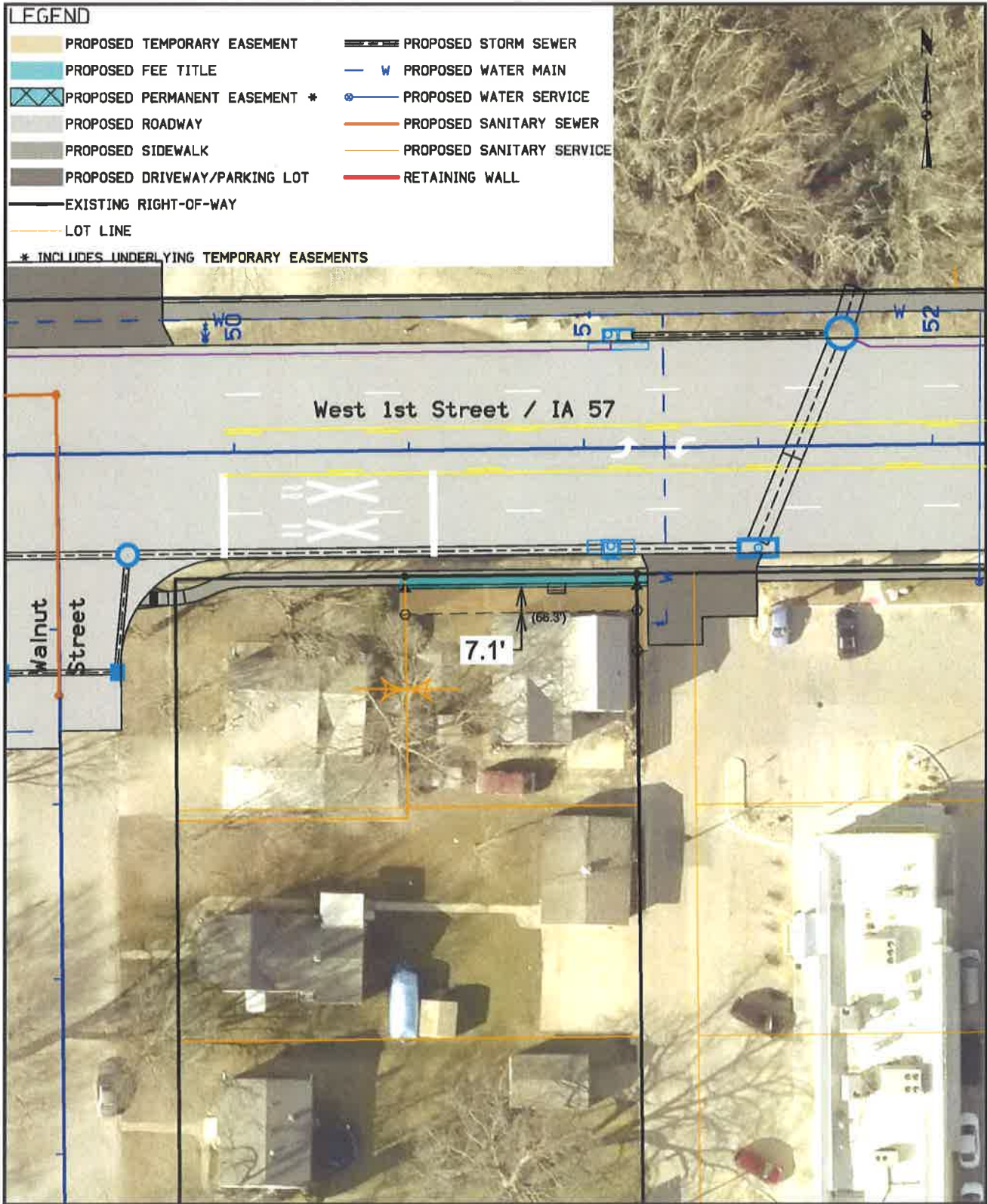
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 8 OF, BLOCK 29, VILLAGE OF CEDAR FALLS; THENCE SOUTH 00°33'36" EAST ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 3.50 FEET; THENCE SOUTH 89°22'23" WEST, 66.34 FEET TO THE WEST LINE OF THE EAST 1/2 OF SAID LOT 8; THENCE NORTH 00°48'36" WEST ALONG SAID WEST LINE, 3.48 FEET TO THE NORTHWEST CORNER OF SAID EAST 1/2 OF LOT 8; THENCE NORTH 89°21'31" EAST ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 66.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (232 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF LOT 8 OF, BLOCK 29, VILLAGE OF CEDAR FALLS ASSUMED TO BEAR NORTH 89°21'31" EAST.

Item F.2.m.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 46 - DONALD E. HURST

SCALE:
1" = 40'

DATE:
02/08/2018

PROJECT #:
STP-57-2(28)-2G-07



#PLTDRYLO
#PENTBLLO
#SHEETNAME

#FILEL
#DATE
#USER

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by Donald E. Hurst, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Item F.2.m.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Donald E. Hurst 9-27-2018
Donald E. Hurst Date Spouse Date

1. For an acknowledgment in a representative capacity:

State of Iowa

County of Black Hawk

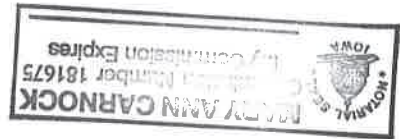
This record was acknowledged before me on 9/27/18 (Date)

by DONALD HURST Name(s) of individual(s)

as owner (type of authority, such as officer or trustee)

of _____
(name of party on behalf of whom record was executed).

Mary Ann Carnock
Signature of notarial officer



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

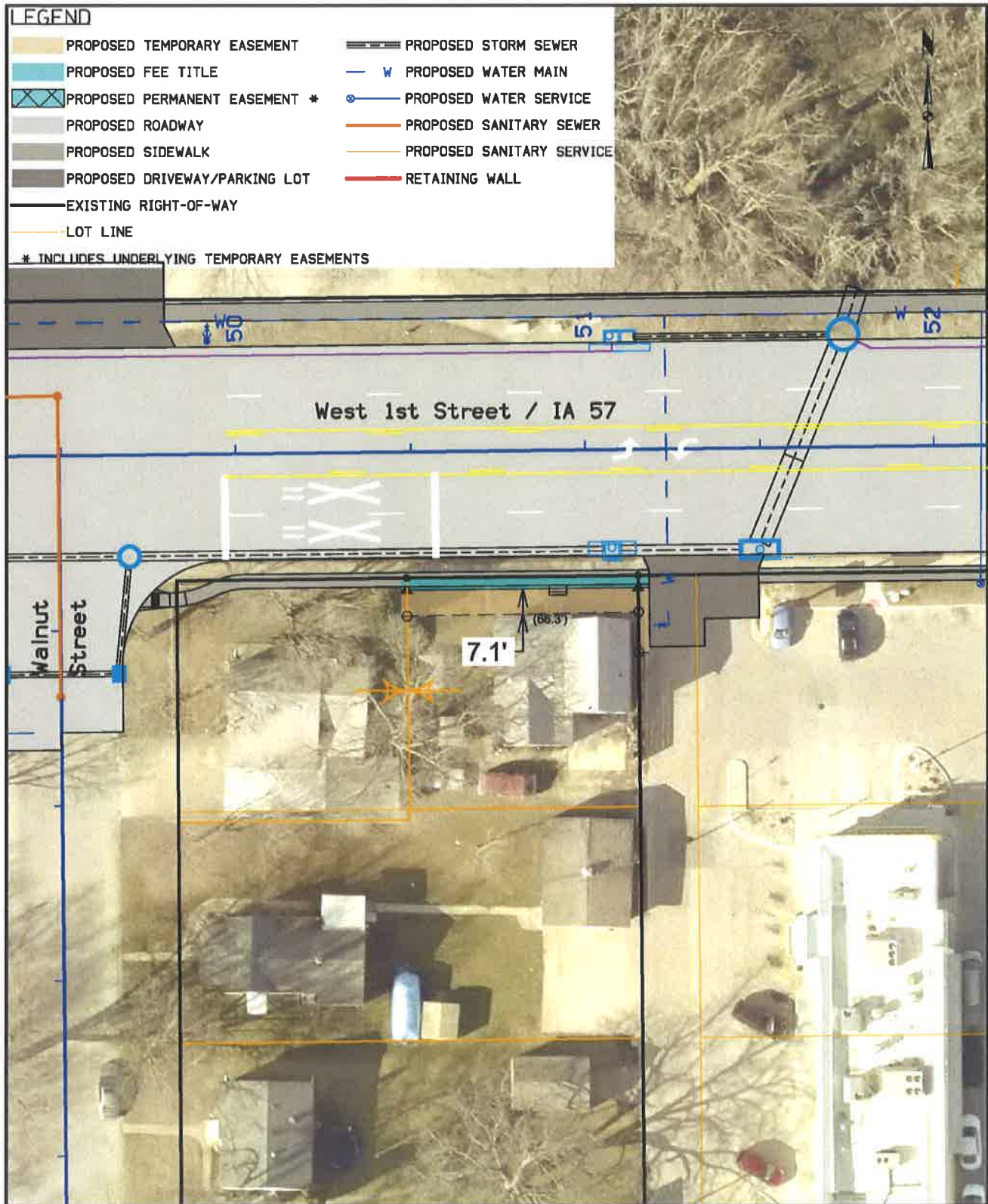
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires:

Item F.2.m.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 46 - DONALD E. HURST

SCALE:
1" = 40'

DATE:
02/08/2018

PROJECT #:
STP-57-2(28)-2G-07



#PLT:TDHVL0
#PENTOLL:
#SHEETNAME:

#FILE:
#DATE:
#USER:

Prepared by: Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, IA 50023
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613

(515) 964-2020
(319) 273-8600

**CITY OF CEDAR FALLS
TENANT PURCHASE AGREEMENT**

Property Address: 616 W. 1st St. **County Tax Parcel No.:** 8914-12-154-002
Parcel Number: 46 **Project Name:** West 1st Street Cedar Falls IA 57 Reconstruction Project
Project Number: STP-57-2(28)--2c-07

THIS AGREEMENT entered into this _____ day of _____, 2018, by and between Cindy Hersey, Seller and the City of Cedar Falls, Iowa, Buyer.

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Acquisition Plat
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4- 6, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: Donald E. Hurst.

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Fee Acquisition and Temporary Construction Easement Plat. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Item F.2.m.

- 9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

Request info from Seller and describe what it is and where it is located, otherwise state "None Known" if they are unaware of anything

- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Cindy L. Hersey _____ (Spouse)
Cindy Hersey

For an acknowledgment in an individual capacity:

State of IOWA

County of BLACK HAWK

This record was acknowledged before me on 10/8/19
_____ (Date) by CINDY L. HERSEY

Name(s) of individual(s) as TENANT
_____ (type of authority, such as officer or trustee)

of DONALD HURST
(name of party on behalf of whom record was executed)

Mary Ann Carnock
Signature of notarial officer

(stamp)



Mary Ann Carnock
Printed name of notarial officer

10/13/19
My commission expires

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

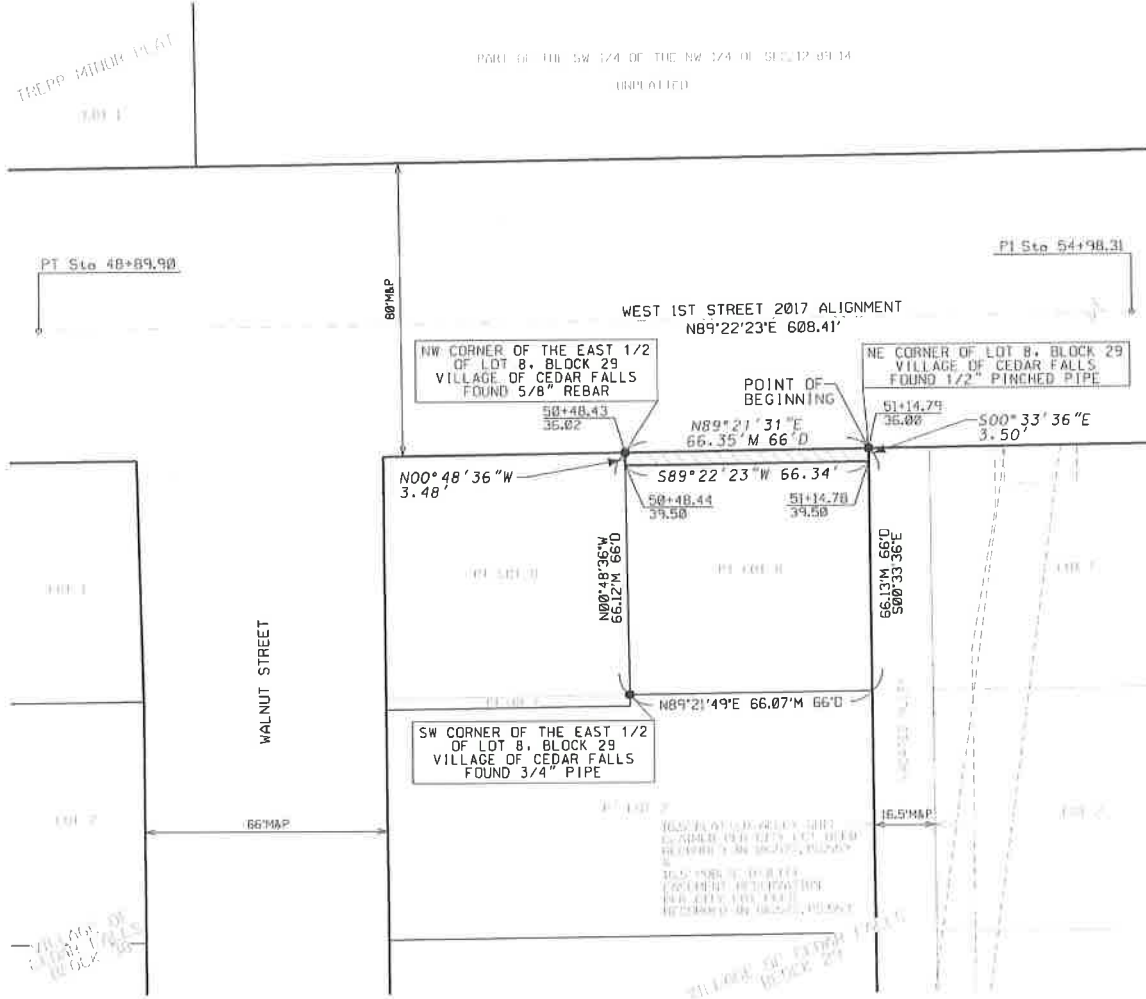
My Commission Expires:


Item F.2.m.

IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 46
 SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE 232 S.F. ~~AC~~, EASE _____ AC EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM DONALD E. HURST AND ERIKA A. HURST

CITY OF CEDAR FALLS, IOWA





TERRY COADY
18643
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 7-18-2018

TERRY COADY DATE:

License number 18643

My License Renewal Date is December 31, 2019

Pages covered by this seal: _____

EXHIBIT "A" ONLY



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

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 46

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 8 OF, BLOCK 29, VILLAGE OF CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

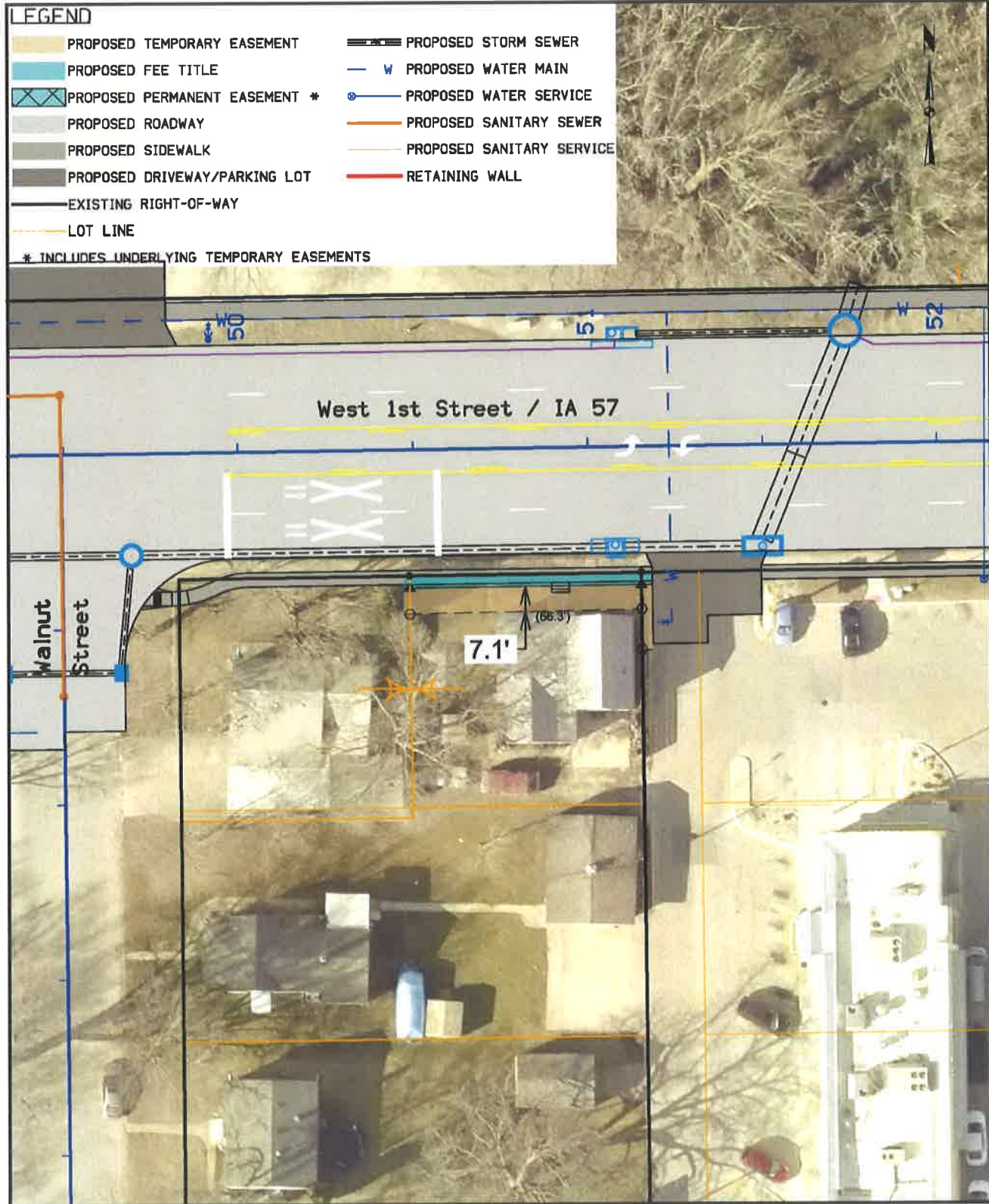
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 8 OF, BLOCK 29, VILLAGE OF CEDAR FALLS; THENCE SOUTH 00°33'36" EAST ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 3.50 FEET; THENCE SOUTH 89°22'23" WEST, 66.34 FEET TO THE WEST LINE OF THE EAST 1/2 OF SAID LOT 8; THENCE NORTH 00°48'36" WEST ALONG SAID WEST LINE, 3.48 FEET TO THE NORTHWEST CORNER OF SAID EAST 1/2 OF LOT 8; THENCE NORTH 89°21'31" EAST ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 66.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (232 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF LOT 8 OF, BLOCK 29, VILLAGE OF CEDAR FALLS ASSUMED TO BEAR NORTH 89°21'31" EAST.

Item F.2.m.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 46 - DONALD E. HURST

SCALE:
1" = 40'

DATE:
02/08/2018

PROJECT #:
STP-57-2(28)-2G-07



PL: TERRY
PE: TERRY
SHEETNAME

FILE #
DATE
USER

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(515) 964-2020
(319)273-8600

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 924-926 W. 1st St. COUNTY TAX PARCEL NO.8914-11-278-002
PARCEL NO. 59
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between James A. Steinbrech and Carol J. Steinbrech, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition
See attached

Temporary Easement
See attached

and which include the following improvements of whatever type situated on the premises:

_____.

- 2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
- 3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
- 4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Item F.2.m.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>5,888.12</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>5,890.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>415</u>	sq. ft.	\$ <u>3,735.00</u>
Permanent Utility Easement	_____	sq. ft.	\$ _____
Temporary Easement	<u>1,023</u>	sq. ft.	\$ <u>1,473.12</u>
Miscellaneous/Other	<u>Wall</u>		\$ <u>680.00</u>
Buildings			\$ _____
Severance Damages			\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: Unknown.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: _____

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint

survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.

- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

James A. Steinbrech 10-4-18
James A. Steinbrech Date

Carol J. Steinbrech 10/4/18
Carol J. Steinbrech Date

- 1. For an acknowledgment in an individual capacity:

State of Iowa

County of Linn

This record was acknowledged before me on _____

October 4, 2018 (Date) by _____

James A and Carol J Steinbrech
Name(s) of individual(s).

M. Zaruba
Signature of notarial officer



As per conversation with Mary Ann Carnock, we agreed to extend the wall along the ally to 18 feet with a block retaining wall. It won't be a steep incline so that someone mowing the grass doesn't fall. This is on West 1st St. and the ally 48-73-52 = 46.50. She talked to the engineering supervisor, the week of 10/1/18.

Item F.2.m.

2. For an acknowledgment in a representative capacity:

(Business Name, Trustee, name of person signing on behalf of)

State of _____

County of _____

This record was acknowledged before me on _____

_____ (Date) by _____

Name(s) of individual(s) as _____

_____ (type of authority, such as officer or trustee)

of _____

(name of party on behalf of whom record was executed) .

Signature of notarial officer

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 59
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 415 S.F. AC, EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM JAMES A. STEINBRECH AND CAROL J. STEINBRECH

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 2-18-2018
TERRY COADY DATE:
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: _____
EXHIBIT "A" ONLY



▲ FOUND SECTION CORNER
■ FOUND RIGHT OF WAY RAIL
● FOUND 100T ALUM. CAP (UNLESS OTHERWISE NOTED)

0' 20' 40'

1" = 40'

DATE REVISED _____
DATE DRAWN JANUARY 29, 2018
SCALE _____

Item F.2.m.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 59

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 8 OF, BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7, OF SAID BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 66.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 8 AND TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 66.06 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 00°36'07" EAST ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 6.26 FEET; THENCE SOUTH 89°22'23" WEST, 66.06 FEET TO THE WEST LINE OF SAID LOT 8; THENCE NORTH 00°34'07" WEST ALONG SAID WEST LINE, 6.29 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (415 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

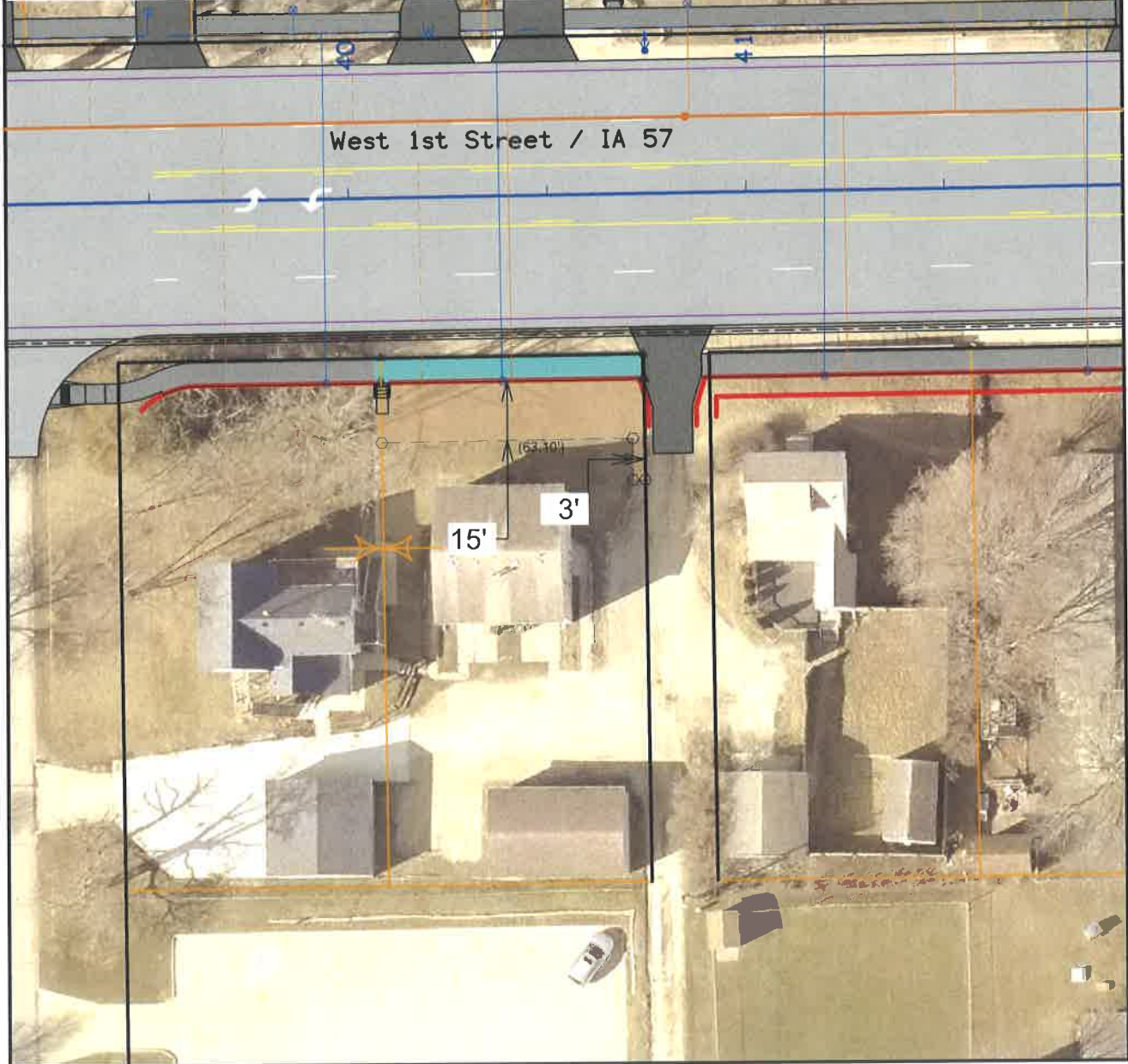
NOTE:

THE NORTH LINE OF BLOCK 4 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT *
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
PARCEL 59 - JAMES A. & CAROL J. STEINBRECH

SCALE:
1" = 40'

DATE:
02/08/2018

PROJECT #:
STP-57-2(28)--2G-07



#PROJECT#
#PENTON L#
#SHEETNAME#

#FILE#
#DATE#
#USER#

Item F.2.m.

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by James A. Steinbrech and Carol J. Steinbrech, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Legal Description on Temporary Easement Plat Map

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

James A. Steinbrech 10-4-18 Carol J. Steinbrech 10/4/18
James A. Steinbrech Date Carol J. Steinbrech Date

1. For an acknowledgment in a representative capacity:

State of Iowa

County of Linn

This record was acknowledged before me on October 4, 18 (Date)

by James A and Carol J Steinbrech (Name(s) of individual(s))

as _____ (type of authority, such as officer or trustee)

of _____
(name of party on behalf of whom record was executed).

M. Zaruba
Signature of notarial officer



Item F.2.m.

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

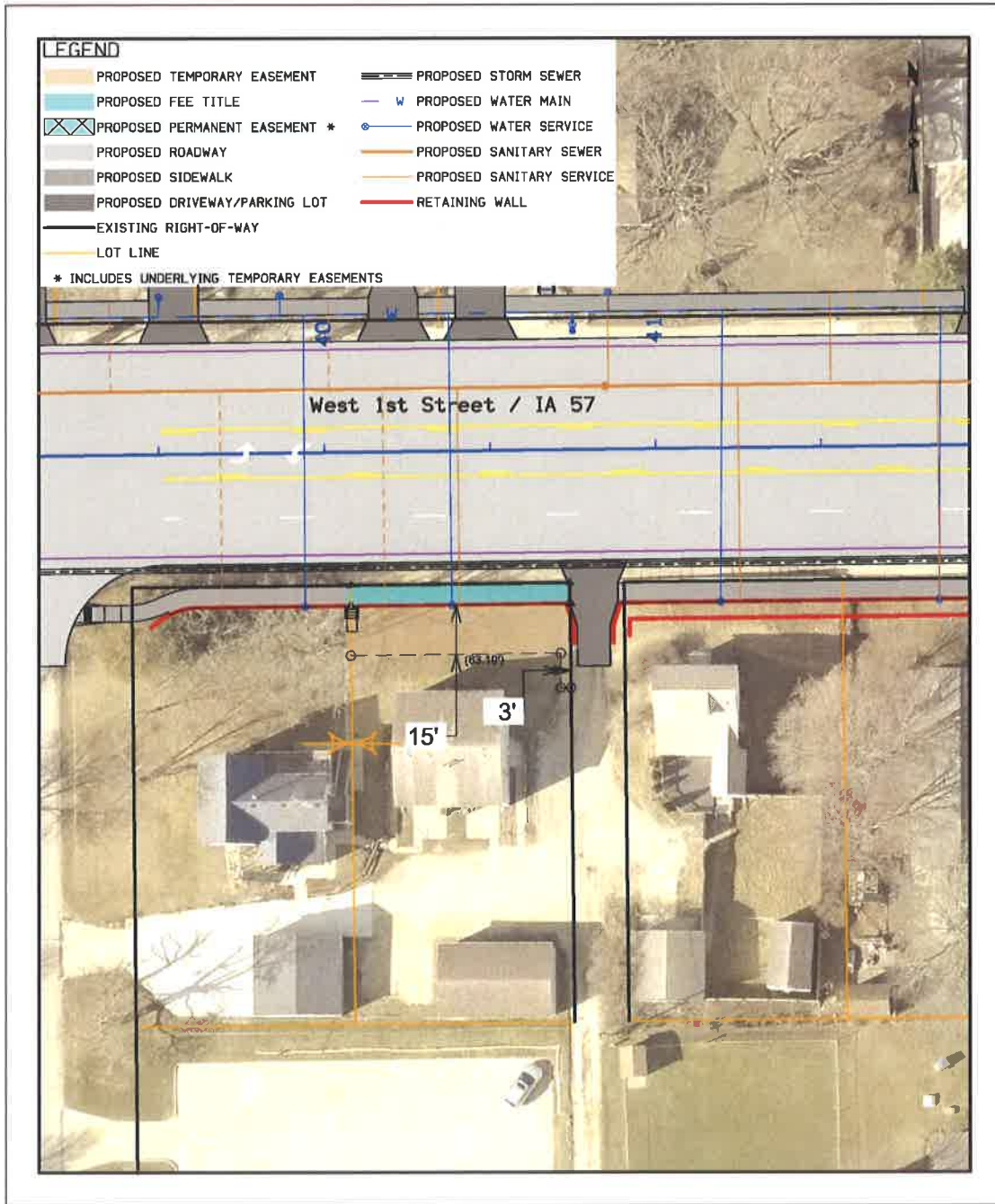
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires:

EXHIBIT



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 59 - JAMES A. & CAROL J. STEINBRECH

SCALE:
 1" = 40'

DATE:
 02/08/2018

PROJECT #:
 STP-57-2(28)-2G-07



#PLT DRVS. #
 #PDT BLS. #
 #SHEET NUMBER

#PLOT #
 #SHEET #
 #DATE

Item F.2.m.

Prepared by: Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, IA 50023
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613

(515) 964-2020
(319) 273-8600

CITY OF CEDAR FALLS TENANT PURCHASE AGREEMENT

Property Address: 926 W. 1st St. **County Tax Parcel No:** 8914-11-278-002
Parcel Number 59 **Project Name:** West 1st Street Cedar Falls IA 57 Reconstruction Project
Project Number STP-57-2(28)--2c-07

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between
Lrina Roney, Seller and the City of Cedar Falls, Iowa, Buyer.

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area
See Attached Acquisition Plat
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-6, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: James and Carol Steinbrech

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Fee Acquisition, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area plat. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

None Known

10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Tenant

Date

(spouse)

Date

For an acknowledgment in an individual capacity:

State of Iowa County of Black Hawk

This record was acknowledged before me on 10/8, 2018

by IRINA RONEY Name(s) of individual(s)

Signature of notarial officer



Mary Ann Carnock
Printed name of notarial officer

10/13/19
My commission expires

Item F.2.m.

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 59
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 415 S.F. AC, EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM JAMES A. STEINBRECH AND CAROL J. STEINBRECH

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 2-18-2018
 Terry Coady DATE:
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: _____
 EXHIBIT "A" ONLY

DATE REVISED _____

DATE DRAWN JANUARY 29, 2018 -657-

SCALE 1" = 40'

Item F.2.m.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 59

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

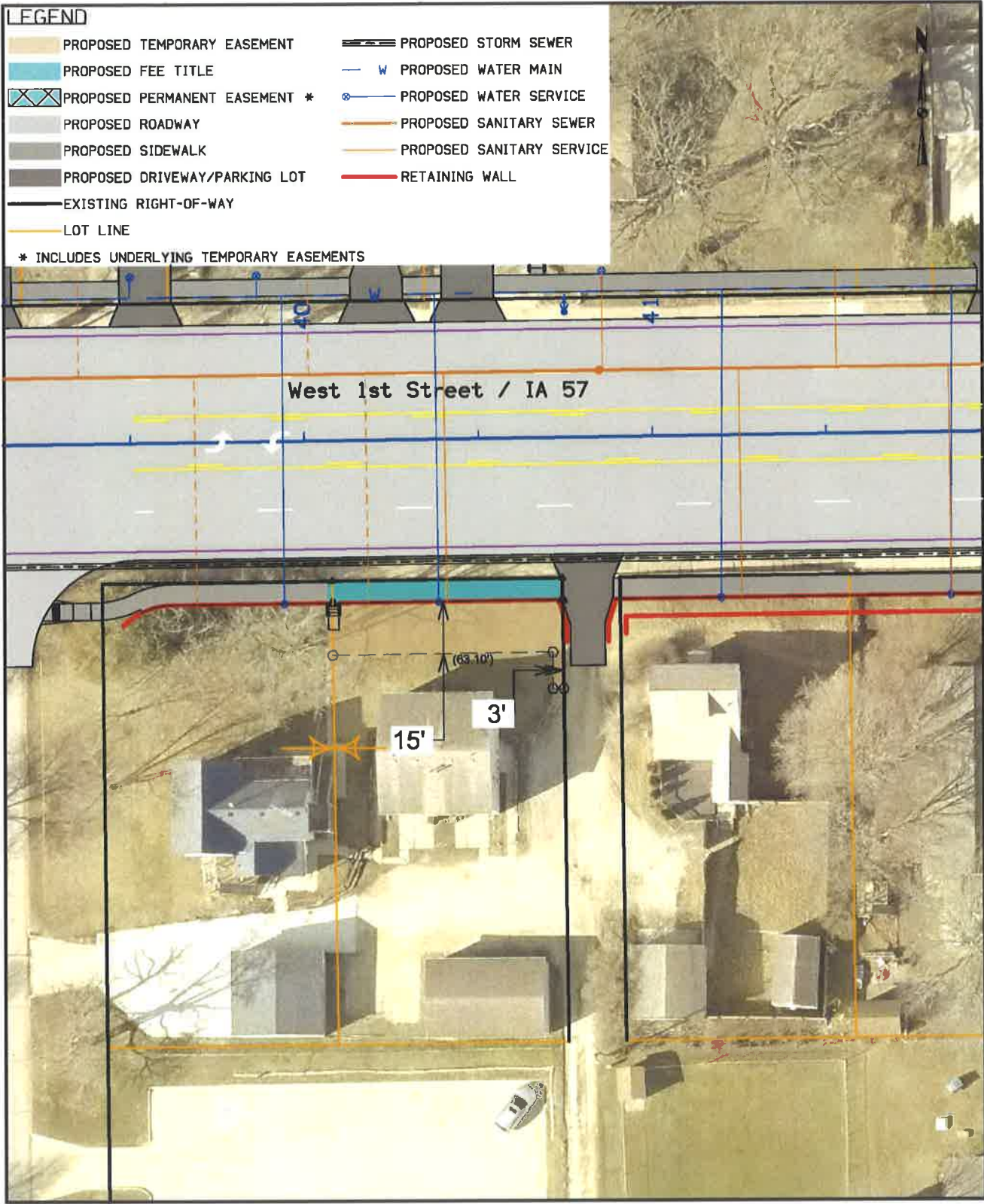
A PART OF LOT 8 OF, BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7, OF SAID BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 66.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 8 AND TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 66.06 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 00°36'07" EAST ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 6.26 FEET; THENCE SOUTH 89°22'23" WEST, 66.06 FEET TO THE WEST LINE OF SAID LOT 8; THENCE NORTH 00°34'07" WEST ALONG SAID WEST LINE, 6.29 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (415 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 4 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 59 - JAMES A. & CAROL J. STEINBRECH

SCALE: 1" = 40'
 DATE: 02/08/2018
 PROJECT #: STP-57-2(28)-2G-07



#PLTDRAWL
 #PENTBL
 #SHEETNAME

#FILEL
 #DATE
 #USER

Item F.2.m.

Prepared by: Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, IA 50023
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613

(515) 964-2020
(319) 273-8600

CITY OF CEDAR FALLS TENANT PURCHASE AGREEMENT

Property Address: 924 W. 1st St. **County Tax Parcel No:** 8914-11-278-002
Parcel Number 59 **Project Name:** West 1st Street Cedar Falls IA 57 Reconstruction Project
Project Number STP-57-2(28)--2c-07

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between Julie Vandekreke, Seller and the City of Cedar Falls, Iowa, Buyer.

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area
See Attached Acquisition Plat
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-6, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: James and Carol Steinbrech

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Fee Acquisition, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area plat. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

None Known

10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

[Handwritten Signature]
Julie Vandekreke

10/5/18
Date

(spouse)

Date

For an acknowledgment in an individual capacity:

State of Iowa County of Black Hawk

This record was acknowledged before me on October 5, 2018

by Julie L Vandekreke Name(s) of individual(s)

[Handwritten Signature]
Signature of notarial officer



Amy C Eggleston
Printed name of notarial officer

May 11, 2021
My commission expires

Item F.2.m.

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 59
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 415 S.F. EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM JAMES A. STEINBRECH AND CAROL J. STEINBRECH

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 2-18-2018
TERRY COADY DATE:
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: _____
EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND 100T ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED _____
DATE DRAWN JANUARY 29, 2018 SCALE 1" = 40'
-663-

Item F.2.m.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 59

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

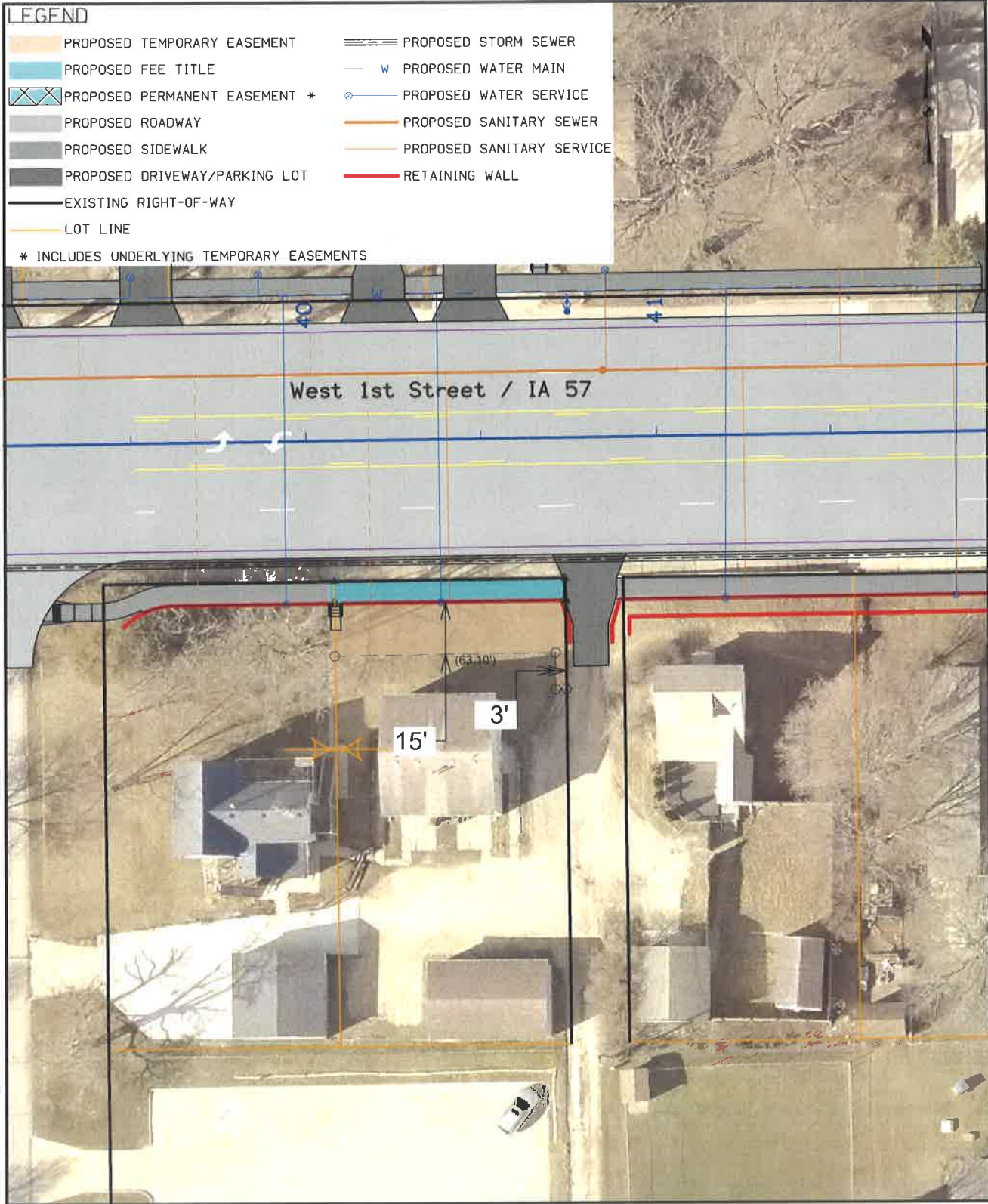
A PART OF LOT 8 OF, BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7, OF SAID BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 66.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 8 AND TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 66.06 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 00°36'07" EAST ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 6.26 FEET; THENCE SOUTH 89°22'23" WEST, 66.06 FEET TO THE WEST LINE OF SAID LOT 8; THENCE NORTH 00°34'07" WEST ALONG SAID WEST LINE, 6.29 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (415 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 4 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.



- LEGEND**
- PROPOSED TEMPORARY EASEMENT
 - PROPOSED FEE TITLE
 - PROPOSED PERMANENT EASEMENT *
 - PROPOSED ROADWAY
 - PROPOSED SIDEWALK
 - PROPOSED DRIVEWAY/PARKING LOT
 - EXISTING RIGHT-OF-WAY
 - LOT LINE

- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

* INCLUDES UNDERLYING TEMPORARY EASEMENTS

West 1st Street / IA 57

15'

3'

(63.10')

PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 59 - JAMES A. & CAROL J. STEINBRECH

SCALE:
 1"= 40'

DATE:
 02/08/2018

PROJECT #:
 STP-57-2(28)--2G-07



\$PLOT\$
 \$PENTBL\$
 \$SHEETNAME\$

\$PLOT\$
 \$DATE\$
 \$USER\$

Item F.2.m.

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(515) 964-2020
(319)273-8600

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 1018 W. 1st St.

COUNTY TAX PARCEL NO.8914-11-277-001

PARCEL NO. 62

PROJECT NO. STP-57-2(28)-2C-07

PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this _____ day of _____, 2018, by and between Burton G. Newgard, Seller, and the City of Cedar Falls, Iowa, Buyer.

The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, herein after referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition

See attached

Temporary Easement

See attached

and which include the following improvements of whatever type situated on the premises:

_____.

1. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>14,085.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>14,100.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>941</u> sq. ft.	\$ <u>8,469.00</u>
Permanent Utility Easement	_____ sq. ft.	\$ _____
Temporary Easement	<u>1,400</u> sq. ft.	\$ <u>2,016.00</u>
Miscellaneous/Other	<u>landscaping</u>	\$ <u>3,600.00</u>
Buildings		\$ _____
Severance Damages		\$ _____

4. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.

6. The Seller warrants that there are no tenants on the premises holding under lease except: UNKNOWN.

7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: _____

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.

9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the

Item F.2.m.

survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.

- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X Burton Newgard 8.17.18
Burton G. Newgard Date

(Spouse) Date

For an acknowledgment in an individual capacity:

State of Iowa
County of Black Hawk

This record was acknowledged before me on 8.17, 2018
by Burton G. Newgard, single Name(s) of individual(s)

[Signature]
Signature of notarial officer

Printed name of notarial officer

My commission expires



BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

Item F.2.m.

IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 62
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE 941 S.F. EASE _____ AC EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM BURTON G. NEWGARD

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 2-18-2018
 TERRY COADY DATE:

License number 18643

My License Renewal Date is December 31, 2019

Pages covered by this seal: _____
 EXHIBIT "A" ONLY

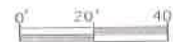
DATE REVISED _____

DATE DRAWN JANUARY 29, 2018 -670-

SCALE 1" = 40'



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND 100T ALUM. CAP (UNLESS OTHERWISE NOTED)



DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 62

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 7 AND A PART OF LOT 8 OF, BLOCK 9, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

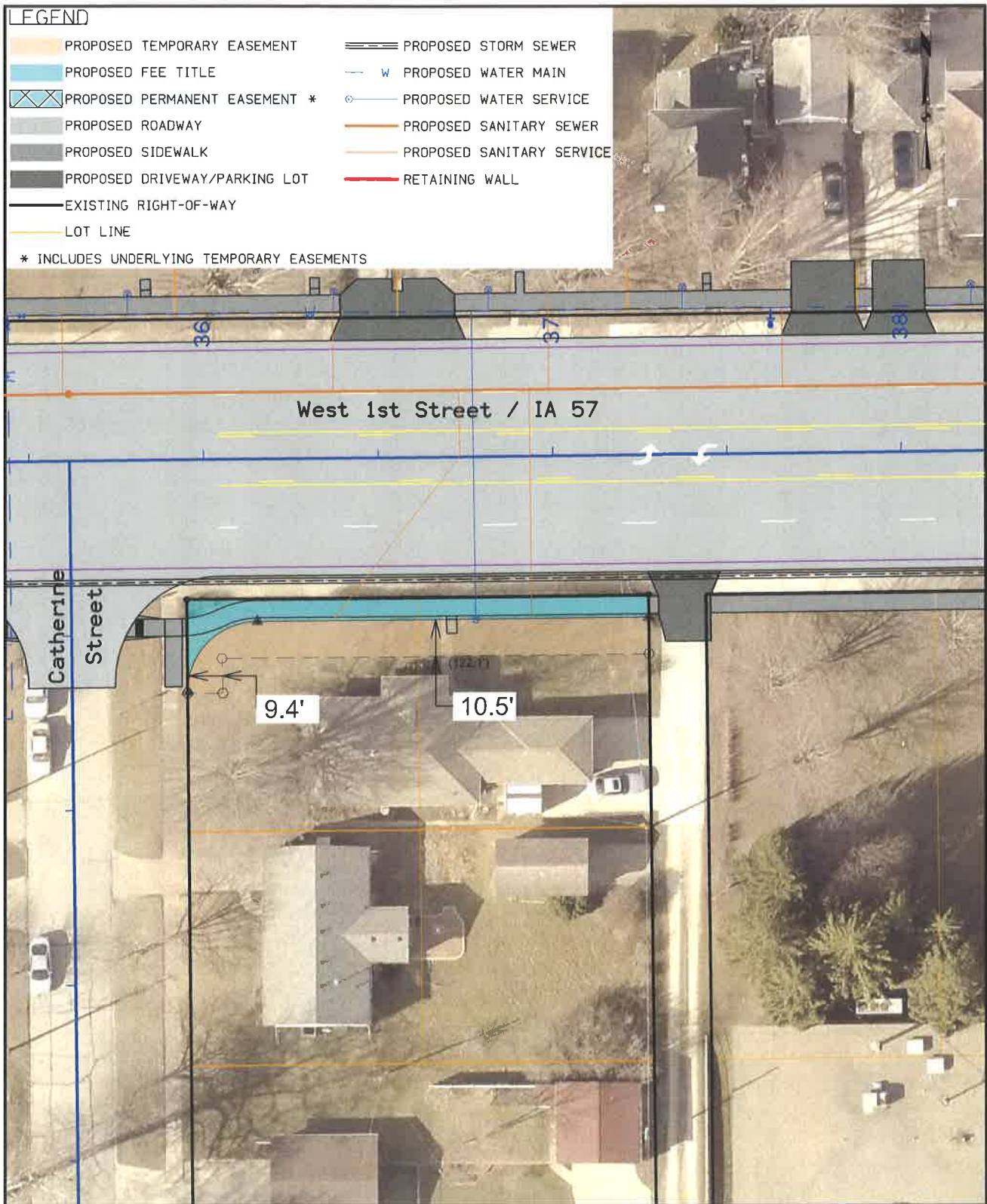
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7 OF, BLOCK 9, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID BLOCK 9, A DISTANCE OF 132.09 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 00°40'24" EAST ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 6.44 FEET; THENCE SOUTH 89°22'23" WEST, 112.12 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.39 FEET AND WHOSE CHORD BEARS SOUTH 44°24'28" WEST, 28.27 FEET TO THE WEST LINE OF SAID LOT 7; THENCE NORTH 00°33'26" WEST ALONG SAID WEST LINE, 26.49 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (941 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 9 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

Item F.2.m.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 62 - BURTON G. & HILDA L. NEWGARD

SCALE:
 1"= 40'

DATE:
 02/08/2018

PROJECT #:
 STP-57-2(28)--2G-07



Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

OWNER’S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by Burton G. Newgard, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Legal Description on Temporary Easement Plat Map

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,
which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

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

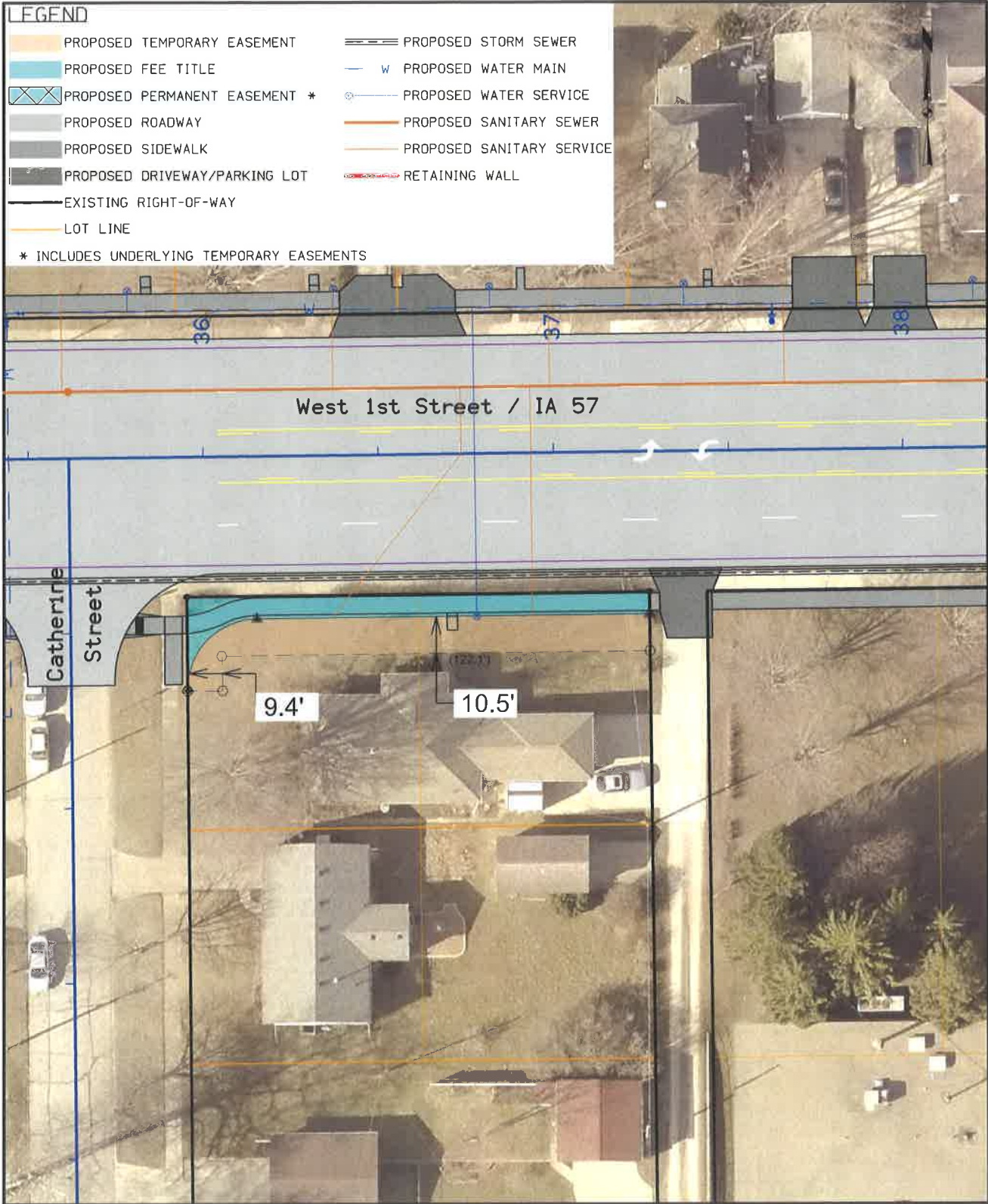
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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 F.2.m.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 62 - BURTON G. & HILDA L. NEWGARD

SCALE:
 1"= 40'

DATE:
 02/08/2018

PROJECT #:
 STP-57-2(28)--2G-07



\$PLTDRVL\$
 \$PENTRBL\$
 \$SHEETNAME\$

\$FILE\$
 \$DATE\$
 \$USER\$

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(515) 964-2020
(319)273-8600

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 1310 W. 1st St.
PARCEL NO. 71
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

COUNTY TAX PARCEL NO.8914-11-254-002

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between MNN Enterprises, Inc., Seller, and the City of Cedar Falls, Iowa, Buyer.

The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition
See attached

Temporary Easement
See attached

and which include the following improvements of whatever type situated on the premises:

_____.

1. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.

Item F.2.m.

- Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>38,421.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>39,000.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>1,371</u> sq. ft.	<u>\$14,617.00</u>
Permanent Utility Easement	_____ sq. ft.	\$ _____
Temporary Easement	<u>2,640</u> sq. ft.	<u>\$ 4,604.00</u>
Miscellaneous/Other	<u>Loss of 3 Parking Spots</u>	<u>\$14,000.00</u>
	<u>Loss of Asphalt</u>	<u>\$ 5,200.00</u>
Severance Damages		\$ _____

- Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
- The Seller warrants that there are no tenants on the premises holding under lease except:
UNKNOWN.
- This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: _____

- Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 5 pages.
- The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

MNN Enterprises, Inc.

MJ MJD President 10/8/18
 Name/Title _____ Date _____ Name/Title _____ Date _____

For an acknowledgment in a representative capacity:

State of IOWA County of BLACK HAWK

This record was acknowledged before me on _____, 2018

by MARK NAGLE Name(s) of individual(s)

as OWNER (type of authority, such as officer or trustee)

of MNN ENTERPRISES, Inc.
(name of party on behalf of whom record was executed).

Mary Ann Carnock
Signature of notarial officer



MARY ANN CARNOCK
Printed name of notarial officer

10/13/19
My commission expires

Item F.2.m.

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

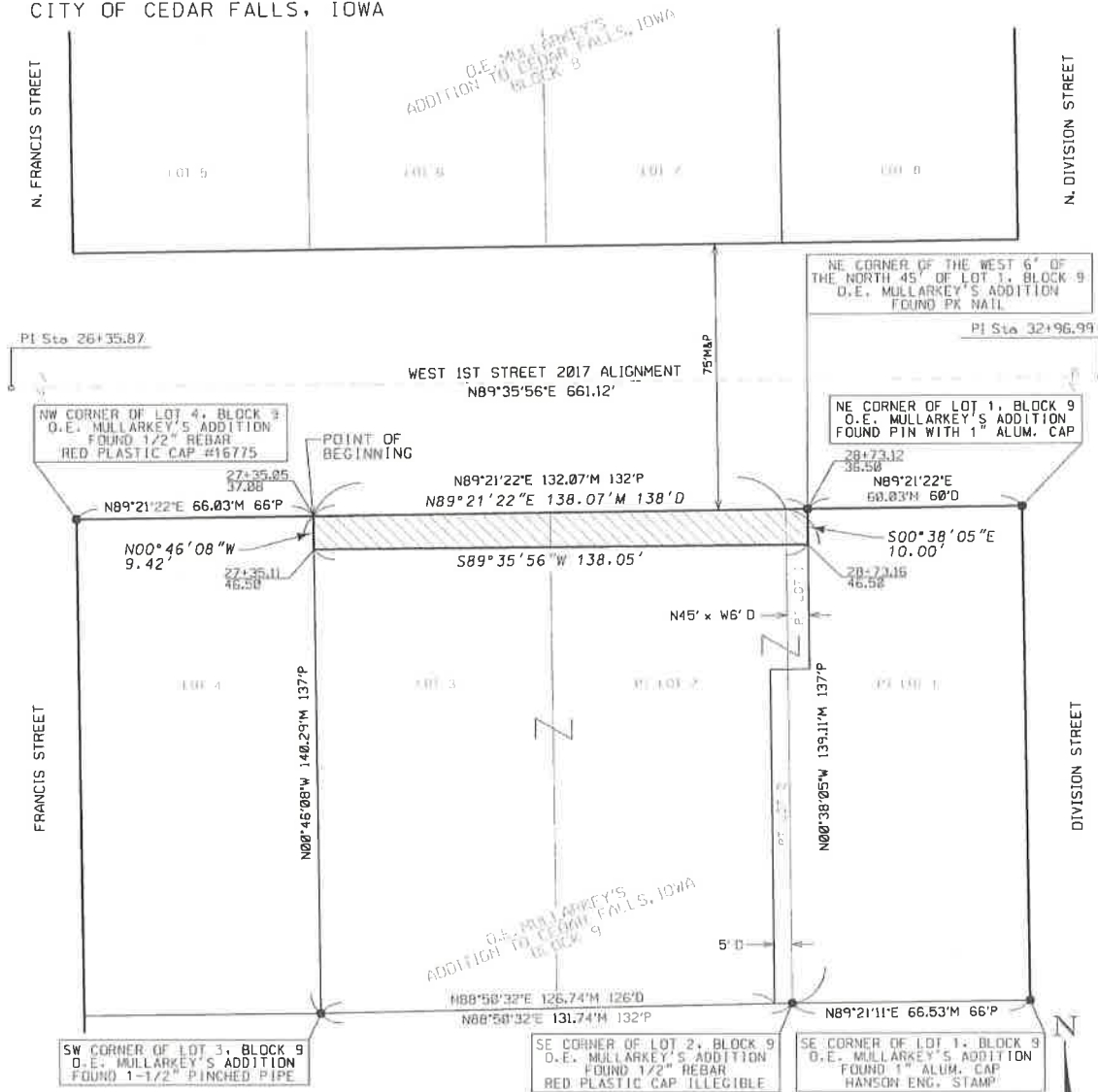
This instrument was acknowledged before me on the _____ day of _____, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 71
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 1,341 S.F. EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM MNN ENTERPRISES, INC.

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 2-18-2018
 Terry Coady DATE:
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND 100T ALUM. CAP (UNLESS OTHERWISE NOTED)

Item F.2.m.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 71

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1, A PART OF LOT 2 AND A PART OF LOT 3 OF, BLOCK 9, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 4, OF SAID BLOCK 9, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA; THENCE NORTH 89°21'22" EAST ALONG THE NORTH LINE OF SAID BLOCK 9, A DISTANCE OF 66.03 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 AND TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°21'22" EAST ALONG SAID NORTH LINE OF BLOCK 9, A DISTANCE OF 138.07 FEET TO THE NORTHEAST CORNER OF THE WEST 6.00 FEET OF THE NORTH 45.00 FEET OF SAID LOT 1; THENCE SOUTH 00°38'05" EAST ALONG THE EAST LINE OF SAID WEST 6.00 FEET OF THE NORTH 45.00 FEET OF LOT 1, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°35'56" WEST, 138.05 FEET TO THE WEST LINE OF SAID LOT 3; THENCE NORTH 00°46'08" WEST ALONG SAID WEST LINE, 9.42 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 AC. (1,341 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

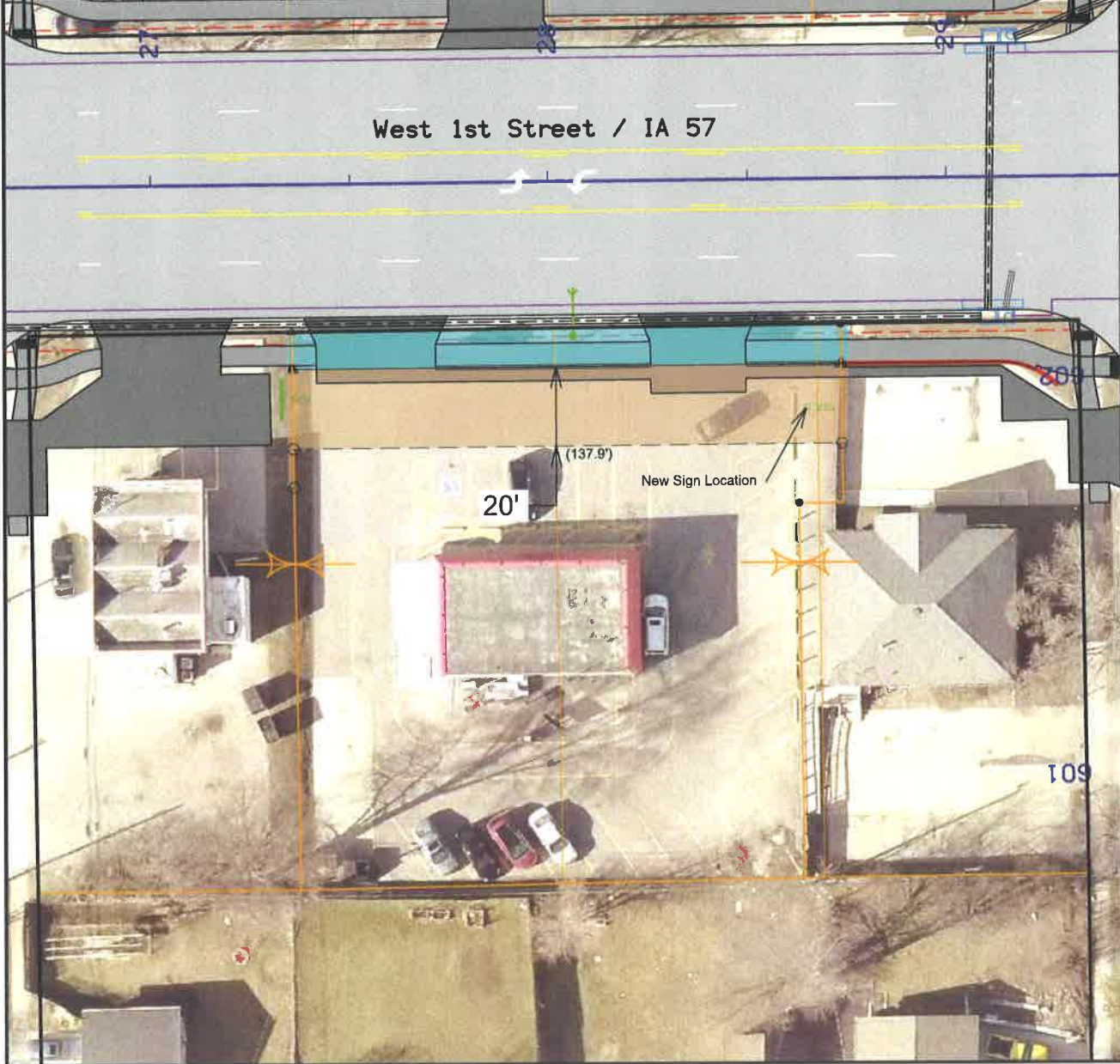
NOTE:

THE NORTH LINE OF BLOCK 9 OF O. E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA ASSUMED TO BEAR NORTH 89°21'22" EAST.

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT *
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 71 - MNN ENTERPRISES, INC.

SCALE:
 1" = 40'

DATE:
 02/08/2018

PROJECT #:
 STP-57-2(28)--2G-07



#PLTDRVL#
 #PENTBLL#
 #SHEETNAME#

#FR ET#
 #DATE#
 #USER#

Item F.2.m.

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by MNN Enterprises, Inc., owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

MNN Enterprises, Inc.

<u>MM M Assistant 10/8/18</u>			
Name/Title	Date	Name/Title	Date

For an acknowledgment in a representative capacity:

State of IOWA County of BLACK HAWK

This record was acknowledged before me on OCTOBER 8, 2018

by MARK NAGLE Name(s) of individual(s)

as OWNER (type of authority, such as officer or trustee)

of MNN ENTERPRISES, INC.
(name of party on behalf of whom record was executed).

Mary Ann Carrock
Signature of notarial officer

MARY ANN CARROCK
Printed name of notarial officer

10/13/19
My commission expires



Item F.2.m.

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

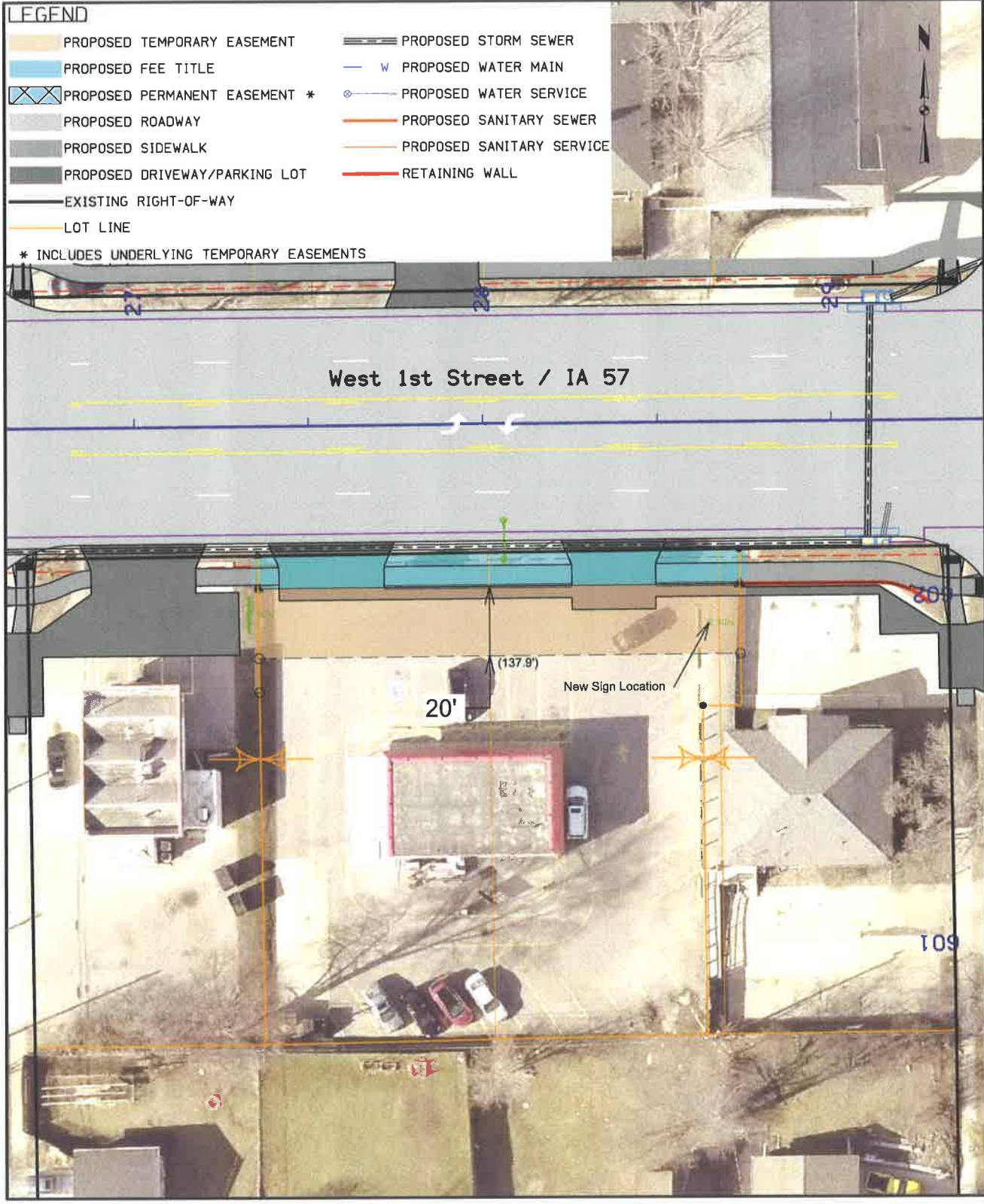
Jacqueline Danielsen, MMC
City Clerk

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:



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 71 - MNN ENTERPRISES, INC.

SCALE:
 1" = 40'

DATE:
 02/08/2018

PROJECT #:
 STP-57-2(28)-2G-07



#PLTDRVL
 #PENTBLK
 #SHEETNAME

#FILEL
 #ADITER
 #USERA

Item F.2.m.

Prepared by: Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, IA 50023
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613

(515) 964-2020
(319) 273-8600

CITY OF CEDAR FALLS TENANT PURCHASE AGREEMENT

Property Address: 1301 W. 1st St. **County Tax Parcel No:** 8914-11-254-002
Parcel Number 71 **Project Name:** West 1st Street Cedar Falls IA 57 Reconstruction Project
Project Number STP-57-2(28)--2c-07

THIS AGREEMENT entered into this _____ day of _____, 2018, by and between
MNN ENTERPRISE INC, d/b/a Four Queens Dairy Cream, Seller and the City of Cedar Falls, Iowa, Buyer.

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area
See Attached Acquisition Plat
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-6, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: MNN Enterprises, Inc.

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Fee Acquisition, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area plat. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.

8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

None Known

10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

M J M M J 10/8/18
Name Date Name Date

For an acknowledgment in a representative capacity:

State of Iowa

County of BLACK HAWK

This record was acknowledged before me on OCTOBER 8, 2018

(Date) by _____

MARK NAJCE

Name(s) of individual(s) as OWNER

(type of authority, such as officer or trustee)

of MNN ENTERPRISES, INC.

(name of party on behalf of whom record was executed)

Mary Ann Carnock
Signature of notarial officer



Mary Ann Carnock
Printed name of notarial officer

10/13/19
My commission expires

Item F.2.m.

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

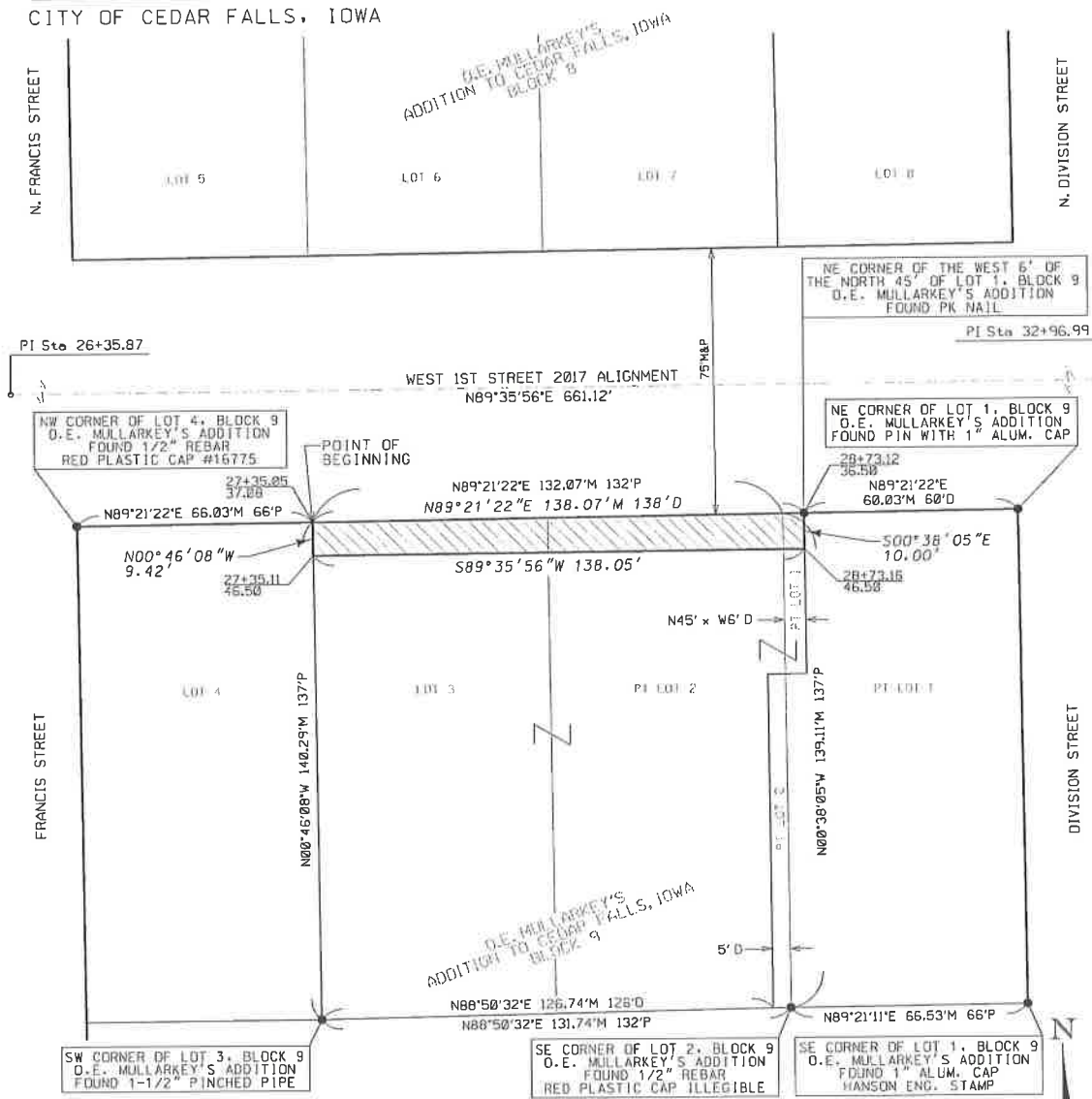
Notary Public in and for the State of Iowa

My Commission Expires:

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 71
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 1,341 S.F. EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM MNN ENTERPRISES, INC.

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 2-18-2018
 TERRY COADY DATE:
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: _____
 EXHIBIT "A" ONLY



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



DATE REVISED _____
 DATE DRAWN JANUARY 29, 2018 -691- SCALE 1" = 40'

Item F.2.m.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 71

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1, A PART OF LOT 2 AND A PART OF LOT 3 OF, BLOCK 9, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 4, OF SAID BLOCK 9, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA; THENCE NORTH 89°21'22" EAST ALONG THE NORTH LINE OF SAID BLOCK 9, A DISTANCE OF 66.03 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 AND TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°21'22" EAST ALONG SAID NORTH LINE OF BLOCK 9, A DISTANCE OF 138.07 FEET TO THE NORTHEAST CORNER OF THE WEST 6.00 FEET OF THE NORTH 45.00 FEET OF SAID LOT 1; THENCE SOUTH 00°38'05" EAST ALONG THE EAST LINE OF SAID WEST 6.00 FEET OF THE NORTH 45.00 FEET OF LOT 1, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°35'56" WEST, 138.05 FEET TO THE WEST LINE OF SAID LOT 3; THENCE NORTH 00°46'08" WEST ALONG SAID WEST LINE, 9.42 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 AC. (1,341 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

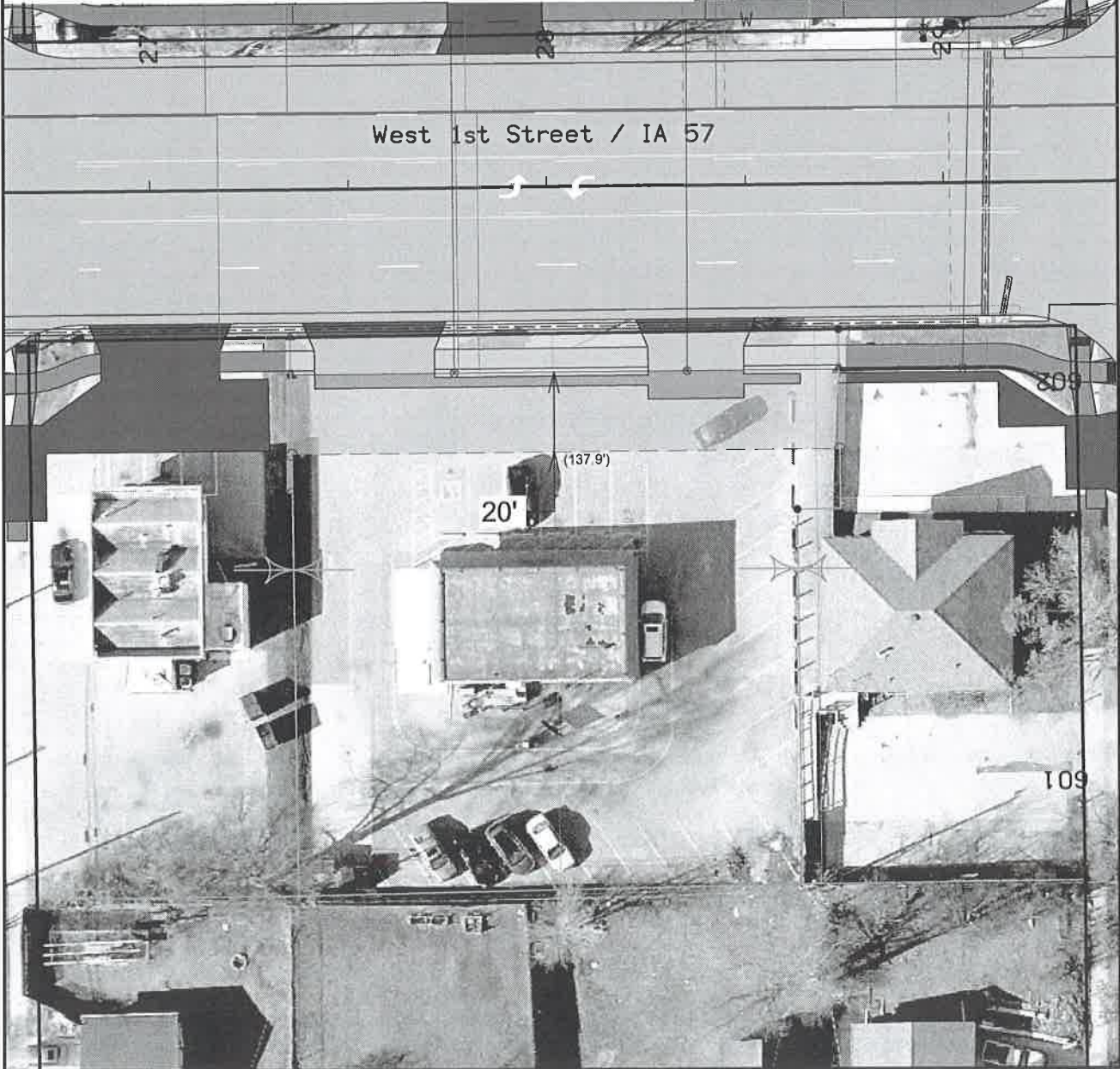
NOTE:

THE NORTH LINE OF BLOCK 9 OF O. E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA ASSUMED TO BEAR NORTH 89°21'22" EAST.

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT *
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 71 - MNN ENTERPRISES, INC.

SCALE:
 1" = 40'

DATE:
 02/08/2018

PROJECT #:
 STP-57-2(28)--2G-07





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: October 26, 2018

SUBJECT: Professional Services Supplemental Agreement No. 3
West 20th Street Bridge Replacement Project
Project No. BR-105-3117

The City entered into a Federal-aid Agreement to provide funds for the W. 20th Street Bridge Replacement Project to a maximum of 80% of eligible costs or \$1,000,000, whichever is less. The remaining 20 percent of eligible project costs, as well as any ineligible project costs, are paid by the city. Eligible project costs include: engineering services, bridge construction, a limited amount of roadway approach construction (as determined by the Iowa DOT), and right-of-way acquisition.

The Engineering Division requests approval of the attached Professional Services Supplemental Agreement No. 3 with IIW, P.C in the amount not to exceed \$9,960 for additional engineering services on the West 20th Street Bridge Replacement Project. This agreement includes redesign of portions of the box culvert and staking right-of-way during construction of the West 20th Street Bridge Replacement Project.

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

Owner Project No. **BR-105-3117**
IIW Project No. 16188
Iowa DOT Project No. BROS-1185(649)--8J-07

**Standard Consultant Contract
Supplemental Agreement #3**
For Local Public Agency Consultant Contracts with Federal-aid Participation

This **AGREEMENT**, made as of the date of the last party's signature below, is by and

BETWEEN the City of Cedar Falls, the **Owner**, located at:

220 Clay Street
Cedar Falls, Iowa 50613
Phone: (319) 243-2704
FAX: (319) 268-5197

and IIW, P.C., the **Consultant**, located at:

4155 Pennsylvania Ave
Dubuque, IA 52002
Phone: (563) 556-2464
FAX: (563) 556-7811

For the following Project: In the City of Cedar Falls, on W. 20th St. over Dry Run Creek, from Clay St. west 180 feet to bridge.

The **Owner** has decided to proceed with the Project, subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT), and the Federal Highway Administration (FHWA), U.S. Department of Transportation (when applicable).

The **Owner** desires to employ the **Consultant** to provide construction engineering services to assist with the development and completion of the Project. The **Consultant** is willing to perform these services in accordance with the terms of this Agreement.

Item F.2.n.

TABLE OF CONTENTS

Article 1
Attachment A - Scope of Services
Attachment C - Fees and Payments

ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

1.1 Project Parameters

The objective or use is: to complete construction engineering for the subject project.

1.2 Financial Parameters

1.2.1 Amount of the **Owner's** budget for the **Consultant's** compensation is: \$282,336 of which \$272,376 is federal aid eligible and \$9960 is not federal aid eligible.

	Base Agreement	Supplemental Agreement No. 1	Supplemental Agreement No. 2	Supplemental Agreement No. 3 (Non-participating)	Total Amount
Estimated Actual Costs	\$ 39,656	\$ 54,248			\$ 93,904
Contingency	\$ 3,966	\$ 5,424			\$ 9,390
Fixed Fee	\$ 5,948	\$ 8,137			\$ 14,085
Specific Rate; Max. Amount Payable			\$ 139,997		\$ 139,997
Reimbursables			\$ 8,000		\$ 8,000
Contingency			\$ 7,000		\$ 7,000
Lump Sum; Max Amount Payable				\$9,960	\$ 9,960
Max. Amount Payable	\$ 49,570	\$ 67,809	\$154,997	\$9,960	\$ 282,336

1.2.3 Separate internal job numbers will be utilized by the Amount **Consultant** to separate federally PE work and CE work and non-federally eligible PE work and CE work. Cost will also be separately identified on the **Consultant's** billing statement.

1.3 Project Team

1.3.1 The **Owner's** Designated Representative, identified as the **Contract Administrator** is: Chase Schrage.

Item F.2.n.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below.

IIW, P.C.

By  Date: 10/18/18

Dennis F. Waugh, P.E., S.E.
Vice-President

ATTEST:

By  Date: 10-18-18

City of Cedar Falls

By _____ Date: _____

James P. Brown
Mayor

ATTACHMENT A
Scope of Services; Supplemental Agreement #3

Project Understanding: Provide design services for the W. 20th St. box culvert replacement, retaining walls, associated water and sanitary utilities, pavement and sidewalk. This is work that was authorized by the OWNER but was not authorized in a manner to be federal aid eligible, therefore these efforts, although associated with the project are not eligible for federal aid reimbursement. The following are the efforts that occurred which either took more time than anticipated or which were not part of the base agreement or part of Supplemental Agreement #1.

- Staking ROW to allow property owner negotiations
- Redesign of alley per comments during property negotiations
- Responses to DOT about comments about adequacy of design, which did not generate changes to the design, but required time to justify the design.
- Two custom inlet design to allow the inlets to be cast integrally with the retaining wall
- Prepare public interest finding to keep project in bid letting due to delay in being able to get Project Development Certificate signed.

Item F.2.n.

ATTACHMENT C (referenced from 3.1) Lump Sum

3.1.1 FEES AND PAYMENTS

3.1.1.1 Fees. For full and complete compensation for all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees on a lump sum basis and payment of this amount shall be considered as full and complete compensation for all work, materials and services furnished under the terms of this Agreement. The lump sum amount shall be \$ 9960.

The lump sum amount will not be changed unless there is a substantial change in the magnitude, scope, character, or complexity of the services from those covered in this Agreement. Any change in the lump sum amount will be by Supplemental Agreement.

3.1.1.2 Reimbursable Costs. Reimbursement of costs is limited to those that are attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulation System, Subchapter E., Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required.

3.1.1.3 Premium Overtime Pay. Not applicable.

3.1.1.4 Payments. Monthly payments for work completed shall be based on the percentage of work completed and substantiated by monthly progress reports. The **Contract Administrator** will check such progress reports and payment will be made for the proportional amount of the lump sum fee.

Invoices shall clearly identify the beginning and ending dates of the prime's and subconsultant's billing cycles. All direct and indirect costs incurred during the billing cycle shall be invoiced. Costs incurred from prior billing cycles and previously not billed, will not be allowed for reimbursement unless approved by the **Contract Administrator**.

Upon completion, delivery, and acceptance of all work contemplated under this Agreement, the Consultant shall submit one complete invoice statement for the balance of the lump sum fee. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. The Consultant agrees to reimburse the Owner for possible overpayment determined by final audit.



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: October 26, 2018

SUBJECT: Dry Run Creek Sanitary Sewer Improvements Phase II
Project No. SA-000-3136
Partial Release of Retainage

The City entered into a contract with SM Hentges on November 20, 2017 for the Dry Run Creek Sanitary Sewer Improvements Phase II Project. This project is substantially completed and recently the contractor has been finishing the remaining items.

The primary infrastructure has been completed and the contractor is requesting additional release of the retained funds for the project. The final contract amount is \$3,853,412.20 of which 95% has been paid. A partial release of funds is recommended in the amount of \$167,427.14. The City will withhold the remaining \$25,000 until all final documents are completed and the final acceptance paperwork is received.

The release of early retainage is outlined in Iowa Code Chapter 26.13 and the details on payment of early retainage are described in Iowa Code Chapter 573.14 and 573.15A. The City will not issue final acceptance of this project until all of the final documents have been submitted and approved.

The Engineering Department recommends the partial release of retainage funds for the Dry Run Creek Sanitary Sewer Improvements Phase II Project.

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



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
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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: October 22, 2018
SUBJECT: Autumn Ridge Eighth Addition
Final Acceptance of Improvements
Project No. SU-442-3121

Construction work has been completed on the public improvements in the Autumn Ridge Eighth Addition. The project was designed by Shoff Consulting Engineers, L.C. 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, BNKD, Inc., and the Autumn Ridge Eighth Addition Final Plat.

The Autumn Ridge Eighth 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 the Autumn Ridge Eighth Addition.

Chase Schrage 10/31/2018
Chase Schrage, CIP Project Supervisor Date

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

SURETY BOND NO. SY93940

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, **BNKD, Inc.**, as Principal (hereinafter the "Principal") and **IMT Insurance Company**, as Surety are held and firmly bound unto the **City of Cedar Falls, Iowa**, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Maintenance Bond (hereinafter referred to as "Bond") in the amount of **Two Hundred Forty-five Thousand Five Hundred Eighteen and 81/100** dollars (\$ **245,518.81**), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

Whereas, prior to City Council approval of a final plat of a subdivided area, the Principal shall submit to the City Engineer this Bond to provide for the protection of the City against future liability for any and all defects in workmanship or materials and any conditions that could result in structural or other failure of all of the public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of any required public improvement which is the _____ day of _____, **2018**; 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:

Autumn Ridge Eighth Addition, Division 1 - Grading, Paving, and Utilities Construction

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

1. MAINTENANCE: The Principal and Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work performed on the above described public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of all required public infrastructure improvements, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section.
 - D. Following Principal and Surety's repair and construction of any failed infrastructure component or elements the City Engineer shall determine whether the three-year bond shall be renewed or extended beyond the original three-year bond period. In the event of major structural failures the maintenance bond shall be renewed if recommended by the

Item F.2.p.

City Engineer for a new three-year period from the date of repair for that portion of the public improvements involved in the structural failure and repair

2. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. That this Bond shall remain in full force and effect until the maintenance period is completed, whether completed within the specified three (3) year period or within an extension thereof, as provided in Section 1-D.
 - B. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the date of acceptance the right to sue on this Bond.
 - C. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.
 - D. In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the approved construction plans, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

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

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

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the approved construction plans; second, if not defined in this Bond and the approved construction plans, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in

the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

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

Witness our hands, in triplicate, this 11th day of June, 2018.

Countersigned By:

Jodi Wenthold
Signature of Agent

Jodi Wenthold
Printed Name of Agent

Bushman Insurance & RE, Inc.
Company Name

109 W. Main Street
Company Address

Ossian, IA 52161
City, State, Zip Code

1-563-532-9207
Company Telephone Number

PRINCIPAL:

BNKD, Inc.
Principal

By: [Signature]
Signature
President
Title

SURETY:

IMT Insurance Company
Surety Company

By: Jodi Wenthold
Signature of Attorney-in-Fact

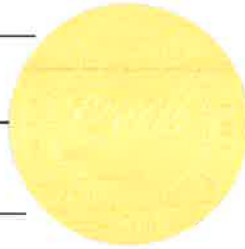
Jodi Wenthold
Printed Name of Attorney-in-Fact

IMT Insurance Company
Company Name

4445 Corporate Drive
Company Address

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

1-515-327-2777
Company Telephone Number



NOTE:

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

01262978-1\10283-000



POWER OF ATTORNEY

No. 93940

Notice: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

Know All Persons By These Presents, that IMT Insurance Company a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Thomas J. Bushman, Dawn Lukes and Jodi Wenthold

of Ossian and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

Five Million and No/100 (\$5,000,000.00) Dollars

and to bind IMT Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of IMT Insurance Company, and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of IMT Insurance Company on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, IMT Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 21st day of November, 2017.

IMT Insurance Company

Sean Kennedy, President

WARNING: THIS POWER IS INVALID IF NOT PRINTED WITH RED BORDER AND RED LOGO.

STATE OF IOWA } ss:
COUNTY OF POLK }

On this 21st day of November, 2017, before me appeared Sean Kennedy, to me personally known, who being by me duly sworn did say that he is President of the IMT Insurance Company, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.



Seth Cary
Notary Public, Polk County, Iowa

CERTIFICATE

I, Dalene Holland, Secretary of the IMT Insurance Company do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said the IMT Insurance Company, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on 11th day of June, 2018.

Dalene M. Holland
Dalene Holland, Secretary

AUTUMN RIDGE EIGHTH ADDITION FINAL PLAT

Cedar Falls, Iowa
October 2018

NOTES:

- OWNER:**
B.N.K.D. INC.
PO BOX 336
WAVERLY, IA 50677
- ENGINEER:**
CLAPSADDLE-GARBER ASSOCIATES, INC.
5106 NORDIC DRIVE
CEDAR FALLS, IA 50613
319-266-0258
- BENCH MARK:** ELEV: 964.70
NORTHWEST BOLT ON HYDRANT ON THE
NORTHEAST CORNER OF UNION ROAD AND
FIELDSTONE DRIVE
- 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 WEST LINE OF AUTUMN
RIDGE 4TH ADDITION BEARING N00°36'23"W
- RESTRICTIONS:**
(SEE DEED OF DEDICATION)
- LOT AREAS**
SE1-NE1: 0.63 ACRES
NE1-SE1: 1.38 ACRES
- STREET AREAS**
SE1-NE1: 0.17 ACRES
NE1-SE1: 0.43 ACRES
- ZONING**
RP
- TYPICAL BUILDING SETBACKS:**
FRONT YARD = 20 FT.
REAR YARD = 0 FT.
SIDE YARD = 5 FT. (*EXCEPT AS NOTED)

* 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

PART OF PARCEL "A" OF PLAT OF SURVEY FILED AS DOCUMENT NO. 2004-24812, IN THE OFFICE OF
BLACK HAWK COUNTY RECORDER; AND PART OF TRACT A IN AUTUMN RIDGE 2ND ADDITION FILED AS
DOCUMENT NO. 2004-36806, IN THE OFFICE OF BLACK HAWK COUNTY RECORDER BEING PART OF THE
NORTHEAST QUARTER OF THE SCUTCHAWOCK QUARTER (NE 1/4 SE 1/4) AND THE SOUTHEAST QUARTER
OF THE NORTHEAST QUARTER (S 1/4 NE 1/4) IN SECTION 9, TOWNSHIP 89 NORTH, RANGE 14 WEST
OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA,
DESCRIBED AS FOLLOWS:

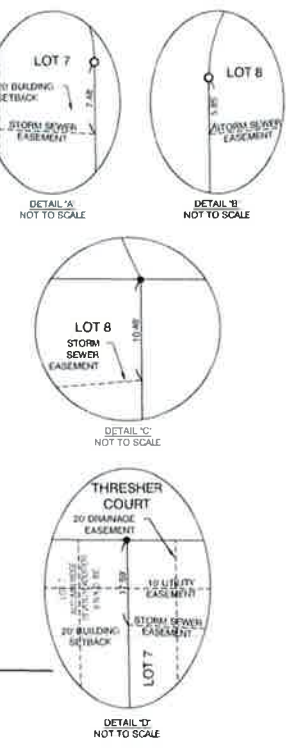
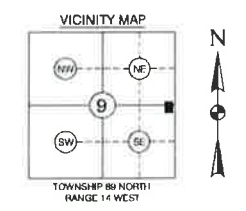
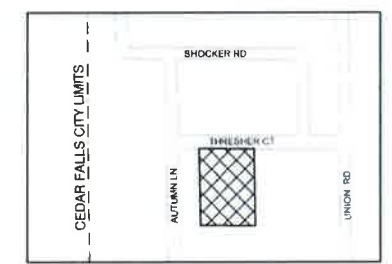
BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF AUTUMN RIDGE 4TH ADDITION FILED AS
DOCUMENT NO. 2007-21431, IN THE OFFICE OF BLACK HAWK COUNTY RECORDER; THENCE SOUTH
00°36'23" EAST ALONG THE WEST LINE OF SAID LOT 1 IN AUTUMN RIDGE 4TH ADDITION 395.05 FEET TO
THE NORTHEAST CORNER OF LOT 1 IN AUTUMN RIDGE 2ND ADDITION; THENCE NORTH 89°39'13" WEST
ALONG THE NORTH LINE OF LOT 1 OF AUTUMN RIDGE 2ND ADDITION 285.92 FEET TO THE SOUTH EAST
CORNER OF LOT 1 IN AUTUMN RIDGE SEVENTH ADDITION FILED AS DOCUMENT NO. 2017-10235, IN THE
OFFICE OF BLACK HAWK COUNTY RECORDER; THENCE NORTH 01°02'16" WEST ALONG THE EAST LINE
OF SAID AUTUMN RIDGE 7TH ADDITION, 395.11 FEET TO THE NORTHEAST CORNER OF LOT 7 IN SAID
AUTUMN RIDGE 7TH ADDITION; THENCE SOUTH 89°39' 3" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE
OF THRESHER COURT, 288.90 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE WEST LINE OF LOT 1 IN AUTUMN RIDGE 4TH ADDITION BEARING SOUTH
00°36'23" EAST.

AUTUMN RIDGE EIGHTH ADDITION CONTAINS 2.61 ACRES.

LEGEND

- ▲ FOUND SECTION CORNER
- FOUND CORNER K; REBAR W/ YELLOW PLASTIC CAP NO. 21428 UNLESS NOTED OTHERWISE
- SET 1/2" REBAR W/YELLOW PLASTIC CAP NO. 21428
- N0°26'31"E 657.34' MEASURED BEARING & DISTANCE
- (N 0°26'31" W 657.29) RECORD BEARING & DISTANCE

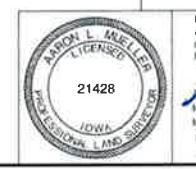


CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	23.31'	15.00'	89°02'47"	N45°07'49"W	21.04'
C2	23.81'	15.00'	90°57'11"	S44°52'10"W	21.39'
C3	23.41'	15.00'	89°24'22"	S45°18'38"E	21.10'
C4	23.72'	15.00'	90°35'26"	S44°41'18"W	21.32'

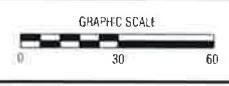
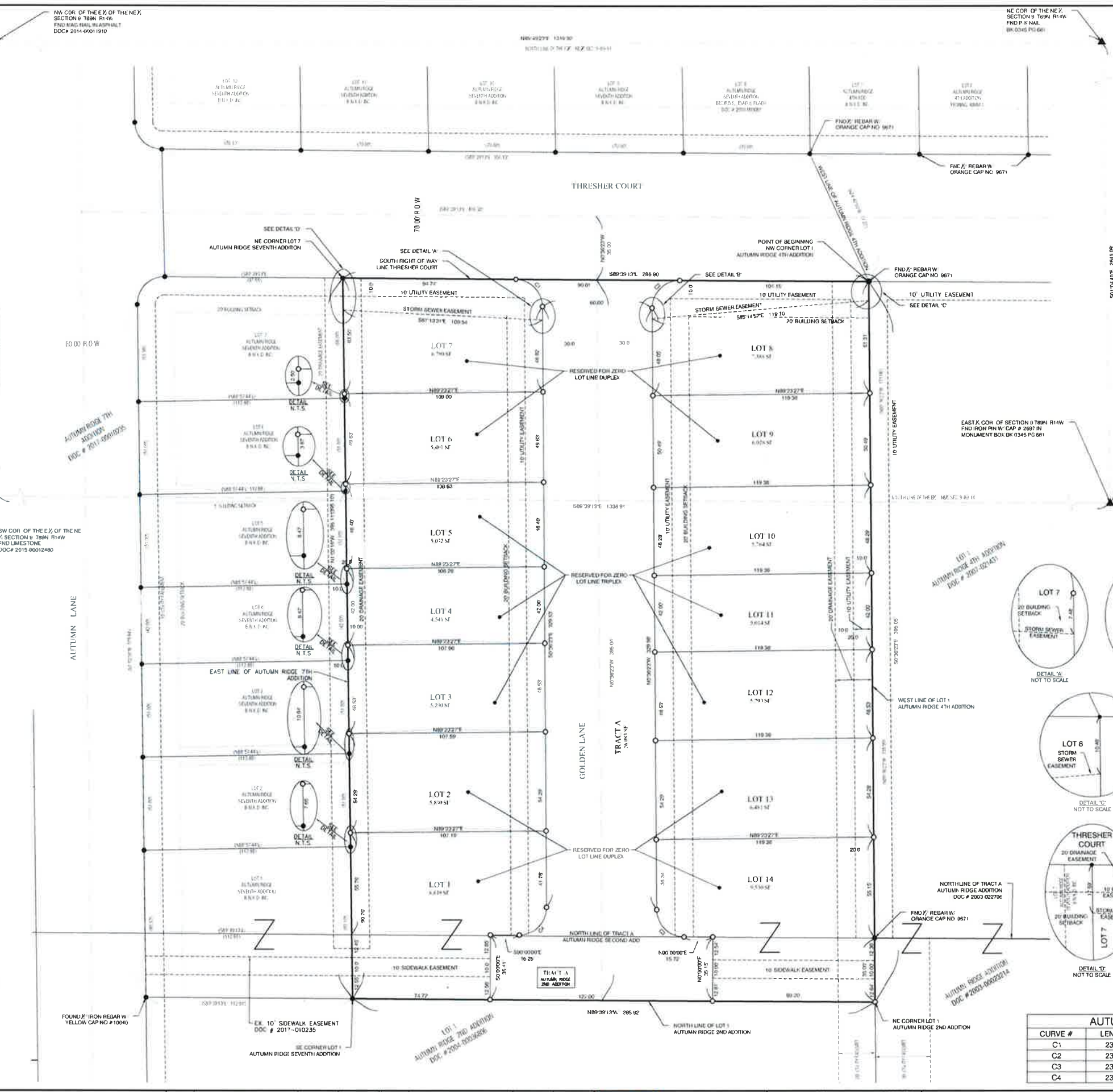
THIS PLAT OR SUBDIVISION HAS BEEN
THE CITY OF CEDAR FALLS, IA

PLANNING AND COMMUNITY SERVICE

DATE



I hereby certify that the land surveyed shown
and the related survey work was performed by
my direct personal supervision and that I am a
Professional Land Surveyor under the laws of
Iowa.
Arson L. Mueller, P.L.S.
Iowa License Number: 21428
My License Renewal Date is December 31, 2019
Pages or sheets covered by this seal: 1/1



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

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

DESIGNED: *ASW* DATE: 09/22/2017
DRAWN: *SJC* DATE: 10/09/2018
CHECKED: *ALM* DATE: 10/09/2018
APPROVED: *ASW* DATE: 10/09/2018

AUTUMN RIDGE EIGHTH ADDITION
CEDAR FALLS, IOWA

FINAL PLAT

-713-

Item F.2.p.



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: October 31, 2018
SUBJECT: Greenhill Road Extension Project
City Project No. RC – 000 – 1824
Statement of Completion and Final Acceptance of Work

Attached is the Statement of Completion and Final Acceptance of Work Agreement for the Greenhill Road Extension Project. This project is completed and ready for final acceptance of work. The attached Certificate of Statement of Completion and Final Acceptance of Work Agreement form must be approved by the City Council and signed by the Mayor. I am recommending proceeding with this approval.

The Greenhill Road Extension Project extended Greenhill Road from Hudson Road to W. 27th Street. Also a 10' wide recreation trail along the east side of Greenhill Road was constructed.

The Greenhill Road Extension Project has been completed in reasonable compliance with the project plans and specifications. I recommend that the city Council approve and accept the Greenhill Road Extension Project.

Chase Schrage 10/31/18
Chase Schrage Date

att

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



STATEMENT OF COMPLETION AND FINAL ACCEPTANCE OF WORK

Contractor Peterson Contractors Inc. Letting Date March 21, 2017
 Work Type PCC Pavement- Grade New Contract ID 07-1185-635
 Accounting ID(s) 34195
 Project Number(s) STP-U-1185(635)--70-07
STP-U-1185(650)--70-07

Additional Comments

Type of Contract

- Specified Start Date _____
- Approximate Start Date May 24, 2017
- Late Start Date _____
- Completion Date Contract October 31, 2018

Actual Start Date May 24, 2017
 Field Completion Date October 31, 2018

Site No.(s)	00			
Working Days Specified:	167.5			
Working Days Charged:	161.5			
Closure Days Specified:	0			
Closure Days Charged:	0			

Recommended for Acceptance	Iowa DOT Contract Acceptance
Signature _____ Project Engineer	Signature _____ District Construction Engineer
Date _____	Date _____

Approved and Work Accepted on Behalf of the City of Cedar Falls

_____ this _____ Day of _____, _____ Year

Signature _____
Mayor

For Central Office Use Only

Recorded Finance Recorded Construction & Materials

NOTE: On county administered projects, the County Engineer is required to sign "Recommended for Acceptance" and "Approved and Work Accepted on Behalf of the Board of Supervisors".

Project Engineer – Send original to District District – Forward original to Office of Construction & Materials and copy to Project Engineer.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Chase Schrage, CIP Projects Supervisor

DATE: October 19, 2018

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Redeemer Church
Area 161, 815 Orchard Drive

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 the Redeemer Church 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, Suite 100, Cedar Falls, IA 50613 (319) 266-5829

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between Redeemer Church – Cedar Falls, (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the ____ day of _____, 20____.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 27-403 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 27-408 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 27-408 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").

2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.

Item F.2.r.

3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof 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. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

IN WITNESS WHEREOF, the parties have hereinto subscribed their names to this agreement.

Redeemer Church, Pastor

By [Signature]

STATE OF Iowa)
) ss
COUNTY OF Black Hawk)

This instrument was acknowledged before me on the 18th day of September, 2018
by Donovan Santamaria, as Pastor of
Redeemer Church.



Melanie M Fisher
Notary Public in and for the State of Iowa

City of Cedar Falls, Iowa

By _____
James P. Brown, Mayor

STATE OF IOWA)
) ss
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on the _____ day of _____, 2018 by James P. Brown, Mayor of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

Item F.2.r.

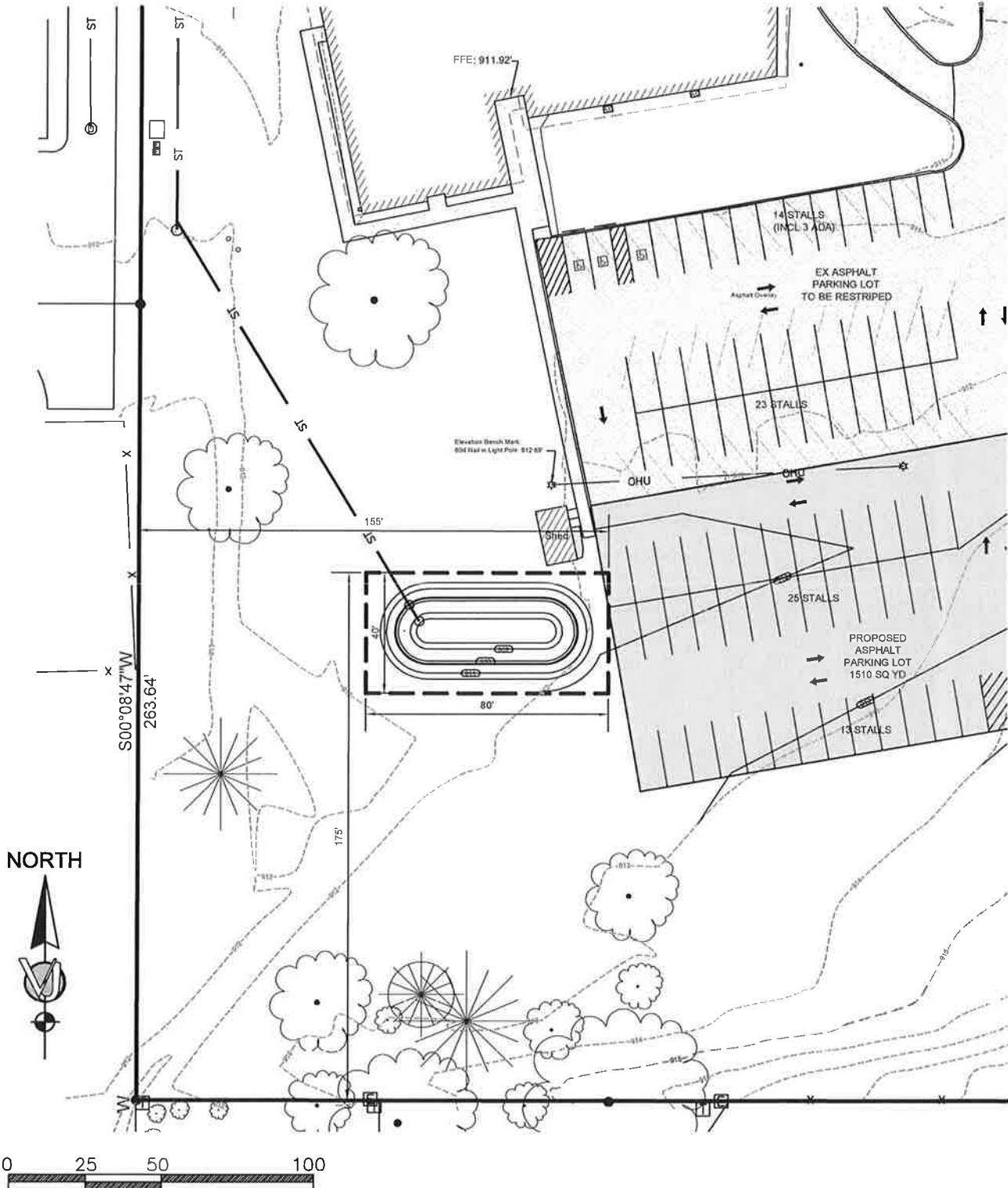
Exhibit A

Property Legal Description:

UNPLATTED CEDAR FALLS E 20 RDS N 40 RDS SE ¼ SEC 24 T 89 R 14

EXHIBIT B DETENTION LOCATION

THE NORTH 40 FEET OF THE SOUTH 175 FEET OF THE EAST 80 FEET OF THE WEST 155 FEET OF AN UNPLATTED PART OF CEDAR FALLS, IOWA, DESCRIBED AS THE EAST 20 RODS OF THE NORTH 40 RODS OF THE SE 1/4 OF SECTION 24, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA.



178081



VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa - 319-2-725-129

EXHIBIT B
REDEEMER CHURCH DETENTION LOCATION

scale
1"=50'
drawn by
SJL
date
10-17-18

Item F.2.r.

Exhibit C

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. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<i>The inlet device: pipe or swale</i>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
<i>The forebay</i>	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
<i>The main detention area</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
<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 the 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 or replace the outlet device.
<i>Washed stone in front of orifice outlet</i>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<i>The receiving water</i>	Erosion or other signs of damage have occurred at the outlet.	Repair damage.

Exhibit D

**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 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.**
- 4) After one year of system operation, inspect annually.**



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: October 26, 2018

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
FN Investors, LLC (Test America)
Area 363, 3019 Venture 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 the FN Investors, LLC 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: FEHR GRAHAM, 200 5th AVENUE, CEDAR RAPIDS, IOWA 52401, Ph. 319.294.6909

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between **FN INVESTORS, LLC**, (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the _____ day of _____, 20____.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 27-403 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 27-408 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 27-408 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").
2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.

Item F.2.s.

3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof 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. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

Item F.2.s.

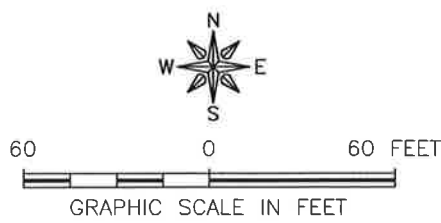
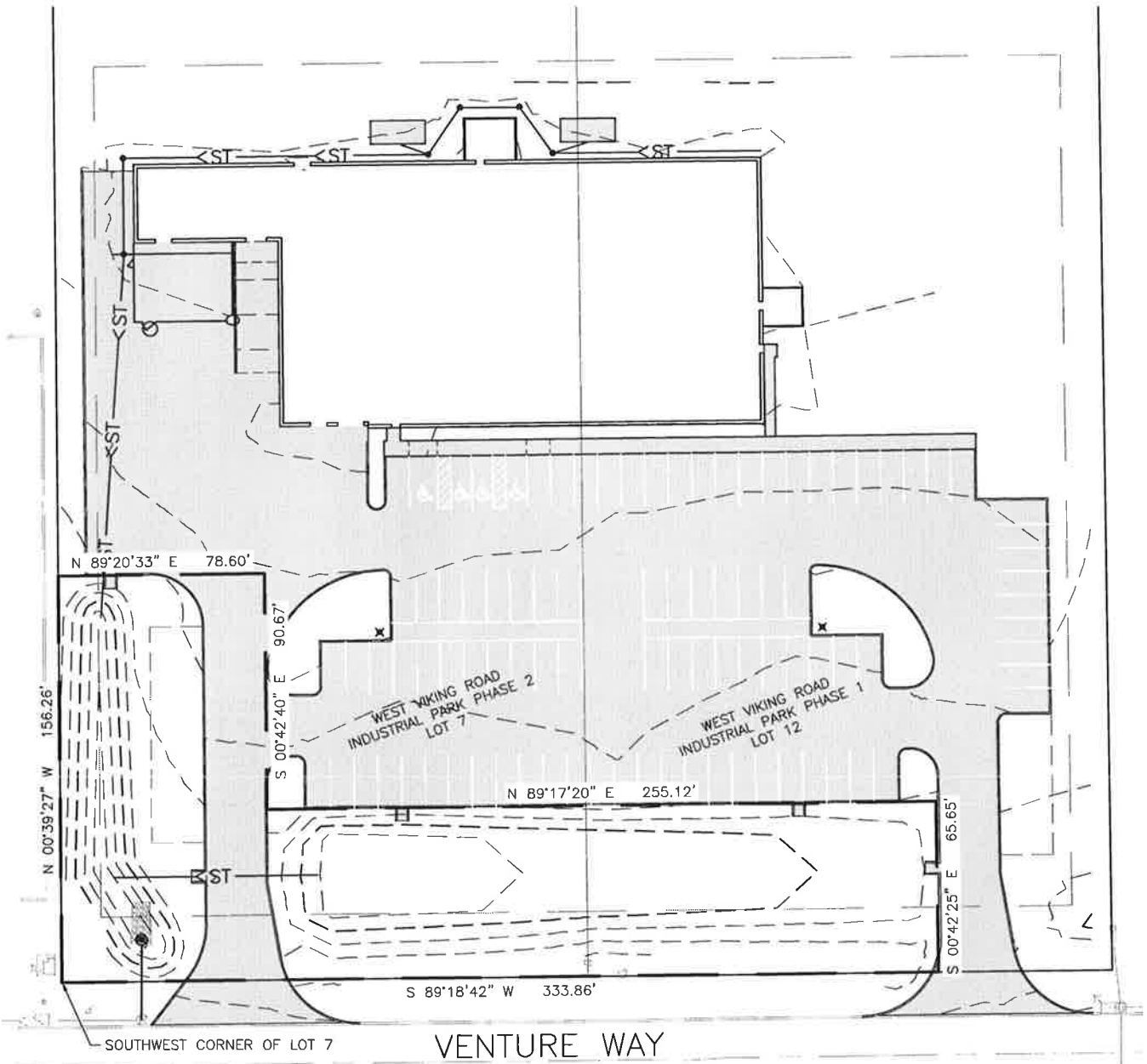
Exhibit A

Legal Description of Property

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.

EXHIBIT B

DETENTION LOCATION



That part of Lot 12, West Viking Road Industrial Park Phase 1 and Lot 7, West Viking Road Industrial Park Phase 2 all in the City of Cedar Falls, Black Hawk County, Iowa described as follows:

Beginning at the southwest corner of said Lot 7;
 Thence N 00°39'27" W 156.26 feet along the west line of said Lot 7;
 Thence N 89°20'33" E 78.60 feet;
 Thence S 00°42'40" E 90.67 feet,
 Thence N 89°17'20" E 255.12 feet,
 Thence S 00°42'25" E 65.65 feet to the north Right-of-Way line of Venture Way also being the south line of said lot 12;
 Thence S 89°18'42" W 333.86 feet along said north Right-of-Way line also being the south line of said Lots 7 and 12, to the Point of Beginning.

6/13/2018

FEHR GRAHAM
 ENGINEERING & ENVIRONMENTAL

ILLINOIS
 IOWA
 WISCONSIN

Item F.2.s.

Exhibit C

Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

BMP element:	Potential problem:	How I will remediate the problem:
<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. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<i>The inlet device: or swale</i>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to 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	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 or the outlet
<i>Washed stone in front of orifice outlet</i>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<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 D

**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 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.
- 4) After one year of system operation, inspect annually.



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: October 22, 2018

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Hennessey Dentistry – 9219 University Ave

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 Hennessey Family Dentistry located at 9219 University Ave. 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

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between (**Cedar Brook Dental Group**), (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the ninth day of October, 2018.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 27-403 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 27-408 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 27-408 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").

2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.

Item F.2.t.

3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof 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. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

(Cedar Brook Dental Group)

By: [Signature]
Printed Name & Title: Anne Hennessey, Owner

STATE OF Iowa)
COUNTY OF Black Hawk) SS

This instrument was acknowledged before me on the 9 day of October, 2018 by Anne Hennessey as owner of (Cedar Brook Dental Group).

Marcie Breitbach

Notary Public in and for the State of Iowa



City of Cedar Falls, Iowa

By: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF _____)
COUNTY OF _____) SS

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

Notary Public in and for the State of Iowa

Item F.2.t.

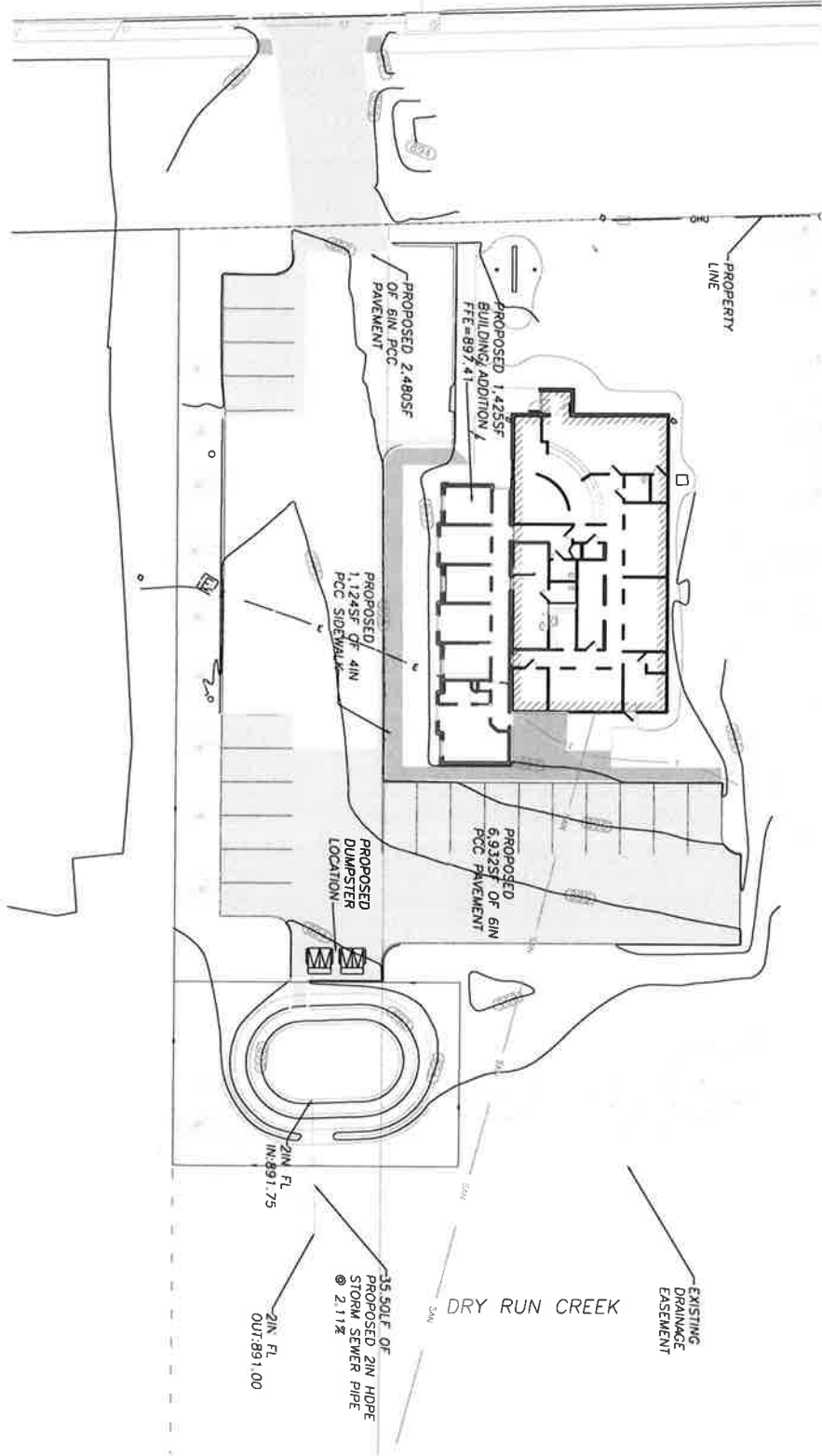
Exhibit A

Property Legal Description:

UNPLATTED CEDAR FALLS E 20 RDS N 40 RDS SE ¼ SEC 24 T 89 R 14

EXHIBIT B

UNIVERSITY AVENUE



PROPERTIES LEGAL DESCRIPTION:
 UNPLATTED CEDAR FALLS THAT PART OF THE SW 1/4 SEC 23 T 89 R 14 DESC AS FOL: COM AT NE COR SW SAID SEC 23 TH W 445.75 FT ALONG N LINE SAID SW TO AV ANG PT ON SELV ROW LINE UNIVERSITY AVE FRML Y IA PRIM RD 457 TH S 57 DEG 28 MIN 59 SEC W 608.11 FT ALONG SAID SELV ROW LINE TO PT OF BEG SAID LINE BEING PAR WITH AND 75 FT DIST FROM CENTERLINE OF UNIVERSITY AVE TH S 90 DEG 52 MIN 42 SEC E 358.74 FT TO NWLY LINE OF SUBDIV OF LOT 16 BROOKSIDE PARK TH S 53 DEG 50 MIN 55 SEC W 131 FT ALONG SAID NWLY LINE TO A PT WHICH IS 67.05 FT NELY OF WLY COR LOT 10 SAID SUBDIV TH N 30 DEG 57 MIN 18 SEC W 397.02 FT TO SELV ROW LINE UNIVERSITY AVE TH N 57 DEG 28 MIN 59 SEC E 131 FT ALONG SAID ROW LINE TO PT OF BEG IDESC AS PARCEL C IN B 315 P 461 EXC W 75 FT AND THAT PART DESC AS COM AT NE COR SW SAID SEC 23 TH W 445.75 FT ALONG N LINE SAID SW TO AN ANGLE PT ON SELV ROW LINE UNIV AV FRML Y IA PRIM RD 57 TH S 57 DEG 28 MIN 59 SEC W 608.11 FT ALONG SAID SELV ROW LINE TO PT OF BEG SAID LINE BEING PAR AND 75 FT DIST FROM CENTERLINE UNIV AV TH S 30 DEG 52 MIN 42 SEC E 358.74 FT TO NWLY LINE SUBDIV OF LOT 16 BROOKSIDE PARK TH N 53 DEG 50 MIN 55 SEC E 123 FT ALONG SAID NWLY LINE TH N 90 DEG 30 MIN 06 SEC W 360.95 FT TO SELV ROW LINE UNIV AV TH S 57 DEG 28 MIN 59 SEC W 123 FT ALONG SAID ROW LINE TO PT OF BEG IDESC AS PARCEL D IN B 317 P 461 AND EASE AS DESC IN EASE B 13 P 342

DETENTION FACILITY DESCRIPTION:
 THAT PART OF THE UNPLATTED LOT IN CEDAR FALLS S E 20 RDS N 40 RDS SE 1/4 SEC 24 T 89 R 14, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS BEGINNING AT THE NORTHWEST CORNER OF SAID LOT S30°59'16.33"E 201.20 FEET TO THE POINT OF BEGINNING:
 THENCE S30°59'16.33"E 48.95 FEET;
 THENCE N67°10'30.09"E 75.82 FEET;
 THENCE N30°49'29.91"W 49.11 FEET;
 THENCE S89°03'20.40"W 73.93 FEET TO THE POINT OF BEGINNING

188070 CEDAR BROOK DENTAL GROUP ADDITION DETENTION LOCATION



VJ Engineering
 1501 Technology Parkway
 Cedar Falls, Iowa - 319-266-5829

9/13/2018	date
JLK	drawn by
1:30	scale
5	page #
	revisions
	date

Item F.2.t.

Exhibit C

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. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<i>The inlet device: pipe or swale</i>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
<i>The forebay</i>	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
<i>The main detention area</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
<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 the 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 or replace the outlet device.
<i>Washed stone in front of orifice outlet</i>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<i>The receiving water</i>	Erosion or other signs of damage have occurred at the outlet.	Repair damage.

Exhibit D

**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 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.**
- 4) After one year of system operation, inspect annually.**

Item F.2.t.

Exhibit E

Stormwater Management Inspection/Maintenance Form To be kept on site

PROJECT NAME: _____

PROJECT LOCATION: _____

OWNER/LEGAL ENTITY: _____

TELEPHONE: _____

E-MAIL: _____

INITIAL DATE OF OPERATION: _____

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: October 25, 2018

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Ice Investments, LLC – 3201 Venture Way
Lot 5, West Viking Road Industrial Park Phase II

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 Ice Investments, LLC located at 3201 Venture 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: Richard R. Morris, 620 Lafayette St., Waterloo, IA 50703 (319) 234-1766

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between Ice Investments, LLC, (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the ____ day of _____, 2018.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 27-403 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 27-408 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 27-408 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").
2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.
3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities,

Item F.2.u.

and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof 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. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

ICE INVESTMENTS, LLC

By: 

Armand McCormick, President

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on the 18th day of October, 2018 by Armand McCormick as President of *Ice Investments, LLC*.

Richard R. Morris

Notary Public in and for the State of Iowa



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 the _____ day of _____, 2018 by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

Item F.2.u.

EXHIBIT "A"

Lot 5, West Viking Road Industrial Park, Phase II in the City of Cedar Falls, Black Hawk
County, Iowa

EXHIBIT "C"

Detention Basin Operation and Maintenance Plan

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

BMP Element	Potential Problem	How I will remediate the problem:
The entire BMP	Trash/debris is present	Remove the trash/debris.
The perimeter of the detention basin	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide time and a one-time fertilizer application
	Vegetation is too short or too long	Maintain vegetation at a height of approximately six inches.
The inlet device: pipe or swale	The pipe is clogged	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
Water Quality Hickenbottom Inlet	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The main detention area	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with pesticides (do not spray).
The embankment	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	A tree has started to grow on the embankment.	Remove the tree immediately.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device.
Erosion Stone in front of orifice outlet	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Repair damage.

EXHIBIT "D"

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 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.
- 4) After one year of system operation, inspect annually.

EXHIBIT "E"

Stormwater Management Inspection/Maintenance Form
To be kept on sight

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: October 25, 2018

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Standard Distribution – 1225 Rail 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 Standard Distribution located at 1225 Rail 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: FEHR GRAHAM, 200 5th AVENUE, CEDAR RAPIDS, IOWA 52401, Ph. 319.294.6909

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between **SCD REAL ESTATE, LLC**, (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the ____ day of _____, 20____.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 27-403 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 27-408 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 27-408 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").

2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.

Item F.2.v.

3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof 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. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

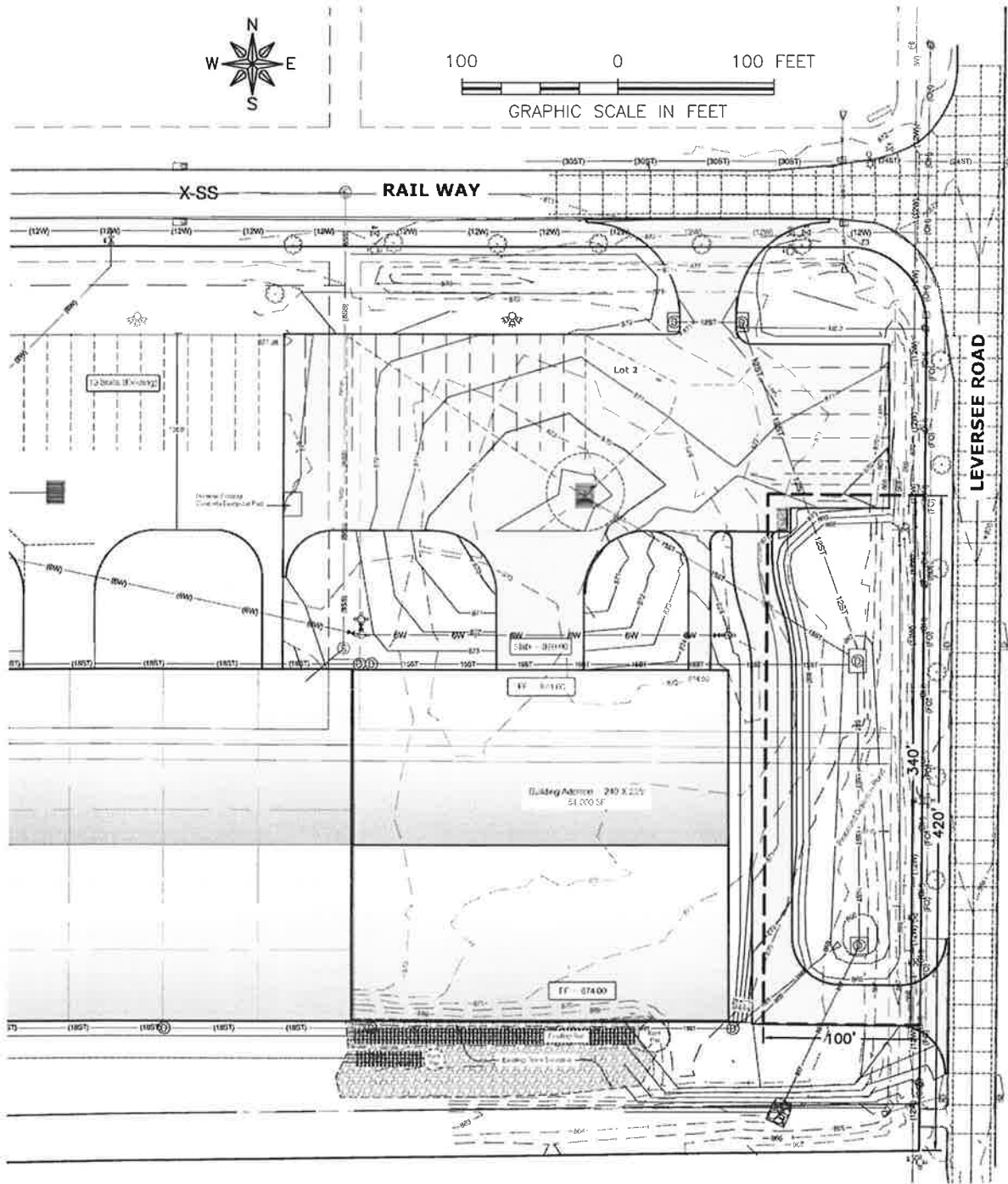
Item F.2.v.

Exhibit A

Legal Description of Property

Lots 1, 2, and 8, and Tract E, in the Norther Cedar Falls Industrial Park Phase 1 Addition, City of Cedar Falls, Black Hawk County, Iowa; subject to the conditions, covenants and restrictions contain 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 Cedar Falls Industrial Park Expanded Urban Renewal Project Plan approved by Cedar Falls City Council 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, and amended a third time by Resolution No. 18,377 on December 10,2012 (Ordinance No. 2461), and further subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record. (this instrument is exempt from revenue stamps and declaration of value under Iowa Code Section 428.A2(6) as a deed in which a political subdivision of the State of Iowa is grantor.)

DETENTION LOCATION



FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

Item F.2.v.

Exhibit C

Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

BMP element:	Potential problem:	How I will remediate the problem:
<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. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<i>The inlet device: or swale</i>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to 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	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 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 or the outlet
<i>Washed stone in front of orifice outlet</i>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<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 D

**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 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.
- 4) After one year of system operation, inspect annually.



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: November 1, 2018

SUBJECT: Professional Services Agreement, AECOM Technical Services, Inc.
100 Block Alley Reconstruction
Professional Service Agreement
City Project No. RC-039-3154

Please find attached the Professional Services Agreement between the City of Cedar Falls and AECOM Technical Services, Inc. for the Downtown 100 Block Alley Reconstruction project. This agreement will include supplemental survey, modification of existing plans, specifications, utility coordination with CFU, and other engineering related services. This project is in coordination with the MU2 development currently under construction. Funding for the proposed design work will be provided by the Downtown TIF in the amount of \$17,500.

The Department of Community Development requests your consideration and approval of this Professional Services Agreement with AECOM Technical Services, Inc. for the Downtown 100 Block Alley Reconstruction.

xc: Stephanie Houk Sheetz, Director of Community Development
Jon Resler, PE, 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

2019 - 100 BLOCK ALLEY RECONSTRUCTION
Cedar Falls, Iowa
City Project Number RC-039-3154

This Agreement is made and entered by and between AECOM Technical Services, Inc., 501 Sycamore Street, Suite 222, Waterloo, 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 F.2.w.

quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised February 17, 2015 consisting of 12 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

V. STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

VI. COMPENSATION AND TERMS OF PAYMENT

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 Seventeen Thousand Five Hundred Dollars (\$17,500.00).

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

(a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Any other use or reuse of original or altered files shall be at CLIENT's sole risk without liability or legal exposure to CONSULTANT and CLIENT agrees to release, defend and hold CONSULTANT harmless from and against all claims or suits asserted against CONSULTANT in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by CONSULTANT. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.

(b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

Item F.2.w.

IX. MEANS AND METHODS

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute

to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

XIII. MISCELLANEOUS

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By:  _____

Printed Name: James P. Brown

Printed Name: Douglas W. Schindel, PE

Title: Mayor of Cedar Falls

Title: Associate Vice President

Date: _____

Date: 10/30/18

Exhibit A

**2019 - 100 BLOCK ALLEY RECONSTRUCTION
Cedar Falls, Iowa
City Project Number RC-039-3154**

A. Project Description

As part of the overall River Place Development, the City of Cedar Falls will reconstruct the alley in the 100 block of Main Street, located between West 2nd Street and West 1st Street, east of the 100 block commercial district and west of the MU2 mixed-use building currently under construction. AECOM previously prepared plans for the alley reconstruction to a level suitable for private bid, along with the parking lot reconstruction. The City now intends to bid this project publicly, requiring updates and additions to the plans to accommodate a public letting.

B. Scope of Services

The Scope of Services for the project will encompass and include detailed work, services, material, equipment, personnel and supplies necessary to update the design to allow for public bidding, including additional design of steps to the commercial properties, confirmation of ties to new parking lot construction, preparation of specifications for the project, and other miscellaneous changes as needed. The Scope of Services is further defined below:

Task 1 - Supplemental Survey. Additional topographical survey will be required at the interface with the newly constructed parking lot to confirm as-built elevations and to confirm elevations at stairways.

Task 2 - Modify Existing Plans. The previously prepared plans will be updated to allow for public letting. This work includes the following tasks:

- a. Add Title Sheet
- b. Add Tabulation of Quantities
- c. Add Estimate Reference Notes
- d. Add Step Details Along Commercial Properties
- e. Review/Update to Meet ADA Requirements
- f. Add Erosion Control Plans
- g. Meet With City Building Official On-Site to Review Each Entrance

Task 3 - Specifications. Prepare project specifications suitable for City of Cedar Falls letting. It is anticipated SUDAS specifications will be used, with specialty items added as necessary.

Task 4 - Utility Coordination. This task includes coordination with Cedar Falls Utilities regarding relocation of existing transformer.

Task 5 - Construction Cost Estimate. An estimate of probable construction cost will be prepared for submittal with the final plans.

2019 - 100 Block Alley Reconstruction
Cedar Falls, Iowa
City Project No. RC-039-3154

Task 6 - Printing and Submittals. This task includes printing and submittal of intermediate and final construction plans and related documents.

Task 7 - Project Meetings. A total of two (2) project review meetings are anticipated to be held at Cedar Falls city offices or at the project site. In addition, AECOM will attend a third meeting with property owners and City staff to review project plans and schedule.

Task 8 - Pre-Letting Activities. This task includes assisting the City of Cedar Falls in answering questions during the letting process and issuing addendums, as needed, to facilitate the letting of the project.

Task 9 - Project Administration. This task includes project administration and coordination throughout the project development. This task includes intra-office meetings which will be attended by the project team, as well as general day-to-day administrative tasks and typing of intra-office memoranda.

Construction-Related Services are not included, but may be added as a supplemental agreement at the time those services are required.

Exhibit B

**2019 - 100 BLOCK ALLEY RECONSTRUCTION
Cedar Falls, Iowa
City Project Number RC-039-3154**

Original 12/13/11
Revision 01/31/2017

**INSURANCE REQUIREMENTS FOR
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:

- This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

** ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

8. **Errors & Omissions:** If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.
9. **Separation of Insured's Provision:** If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
10. **Limits:** By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.
11. **Indemnification (Hold Harmless) Provision:** To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

EXHIBIT 1 – INSURANCE SCHEDULE**General Liability (Occurrence Form Only):**

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Automobile: *(Combined Single Limit)* \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella: \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions: \$1,000,000

**CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Your Insurance Agency 123 Main Street Anytown, IA 00000	CONTACT NAME:		
	PHONE (A/C, No., Ext):	FAX (A/C, No.):	
E-MAIL ADDRESS:			
PRODUCER CUSTOMER ID #:			
INSURED Business Name 123 Main Street Anytown, IA 0000	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Carrier should reflect rating of A-, VIII or better		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR I,TR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below		N/A	Policy Number	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
	Errors & Omissions			Policy Number	01/01/2015	01/01/2016	Each Occurrence	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 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 an Additional Insured(s) on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement including 30 Days Notice of Cancellation Included. Waiver of Subrogation under the Work Comp & Gen Liab.

CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Item F.2.w.

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:

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.

Item F.2.w.

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.

Exhibit C

**2019 - 100 BLOCK ALLEY RECONSTRUCTION
Cedar Falls, Iowa
City Project Number RC-039-3154**

2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

Item F.2.w.

Consultant
Project No. _____

2019 - 100 Block Alley Reconstruction
Cedar Falls, Iowa
City Project No. RC-039-3154

9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

Consultant
Project No. _____

2019 - 100 Block Alley Reconstruction
Cedar Falls, Iowa
City Project No. RC-039-3154

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: 319-268-5161
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: November 1, 2018

SUBJECT: Oxbow Restoration Agreement
The Nature Conservancy
Dry Run Creek Oxbow
City Project No. EN-327-3173

Please find attached the Oxbow Restoration Agreement between the City of Cedar Falls and The Nature Conservancy. This agreement will allow The Nature Conservancy to work in the Dry Run Creek to restore an existing oxbow to improve water quality, hydrology and maintain bio diversity through habitat creation. Funding for the proposed design work will be provided by The Nature Conservancy and the future maintenance will be the responsibility of the City.

The Department of Community Development requests your consideration and approval of this Oxbow Restoration Agreement with The Nature Conservancy for the Oxbow Restoration Project.

xc: Stephanie Houk Sheetz, Director of Community Development
Jon Resler, PE, City Engineer

OXBOW RESTORATION AGREEMENT

This is an Agreement between The City of Cedar Falls ("**Landowner**"), whose address is 220 Clay St. Cedar Falls, IA 50613 and The Nature Conservancy, a non-profit corporation of the District of Columbia ("**Conservancy**"), 505 5th Avenue, Suite 930, Des Moines, IA 50309.

RECITALS:

- A. The Conservancy is working in the Cedar River watershed to improve water quality, improve hydrology, and maintain biodiversity through habitat creation and restoration.
- B. Landowner owns certain land located within the Dry Run Creek watershed in Black Hawk County, Iowa, which is legally described in **Exhibit A** ("**Property**").
- C. The Conservancy and Landowner wish to restore an oxbow on the Property to provide benefits of nutrient processing, water storage, and wildlife habitat benefits.

In order to cooperate in the oxbow restoration on the Property, Landowner and the Conservancy agree as follows:

- 1. **Oxbow Restoration.** Landowner shall allow the Conservancy, its employees, agents and contractors to enter the Property to reconstruct an oxbow to its former meander where it has been cut off from the present flow of the river as shown on attached **Exhibit B** (the "**Project Map**"). Material excavated for the Project may be stockpiled or permanently spread on an upland portion of the Property at a location selected by Landowner. The Conservancy shall obtain any permits required for the Project and shall pay the costs of the Project, including erosion control practices and re-seeding disturbed areas.
- 2. **Oxbow Function and Maintenance; Future Owners.** Landowner shall allow any drain tile water to flow through the reconstructed oxbow, if applicable. Landowner shall not modify the reconstructed oxbow during the Term of this Agreement without the prior written consent of the Conservancy. If Landowner sells the property, Landowner may assign this Agreement to the new owner, but the contractual obligations herein shall remain joint and severable.
- 3. **Access by Conservancy and Others.** During the Term of this Agreement, the Conservancy, its employees, agents and contractors shall be entitled to:
 - a. Enter the Property to monitor water quality, water storage, and habitat benefits. Monitoring activities may include collecting water samples, deploying area velocity meters and water level loggers to determine flow and water levels throughout the oxbow, and fish surveys. If requested, the Conservancy will provide information to Landowner about monitoring results.

Item F.2.x.

- b. Bring third parties interested in the reconstruction onto the Property for field trips for educational and outreach activities, provided that the Conservancy provides Landowner with reasonable prior notice of each field trip.
4. **Research Results.** The Conservancy shall be entitled to publish the results of the Project, including its monitoring, provided that the Conservancy will not identify Landowner by name unless Landowner consents to being identified in published results.
5. **Insurance.** Conservancy shall purchase and maintain insurance with insurance companies in good standing and acceptable to the Landowner. Such insurance will protect the Conservancy from liability and claims for injuries and damages which may arise out of and or result from the Conservancy's operations under this Agreement and for which the Conservancy may be legally liable. This coverage will include commercial general liability coverage in the amount of \$1 million per occurrence and \$2 million general/aggregate, workers' compensation and auto liability.

For the protection of the Conservancy and the Landowner, but without restricting or waiving any obligations of the Conservancy herein contained, the Conservancy shall require that its subcontractor has coverage in place which meets all requirements of **Attachment C Insurance Requirements and Documents** hereto. Landowner shall be provided an opportunity to review evidence of subcontractor's coverage and agree it is satisfactory. Landowner's approval shall not be unreasonably withheld.

6. **Hold Harmless/Indemnification.** Conservancy shall indemnify, defend, and hold harmless Landowner and Landowner's employees, elected and appointed officials, agents and representatives ("indemnitees") for all loss, expense, claims, damages or causes of action whatsoever arising out of or related to this Agreement, excepting only, and only to the extent of, the fault of indemnitees. The Conservancy's obligation under this paragraph shall not exceed \$500,000 in total for any and all claims made under this paragraph.
7. **Term and Termination.** The term of this agreement shall begin on date of last signature and shall end on December 31st, 2028.

This Agreement may be modified at any time by mutual written consent of the parties and approved by the city council of Landowner. It may be terminated by either party upon 30 days advance written notice to the other party. The Conservancy may terminate this Agreement immediately in the event the Landowner fails to comply with the terms of this Agreement or if monies to fund this Agreement are not available to the Conservancy for any reason. However, if the Landowner:

- (a) terminates the Agreement before its expiration,
- (b) sells the Property prior to this Agreement's expiration and the new landowner does not agree in writing to assume the obligations of this Agreement, or

(c) modifies the oxbow in violation of Paragraph 2 above,

the Landowner agrees to reimburse the Conservancy a pro rata share of the costs of the Project, in the amount of \$ 2,800 for each year left under the Agreement.

8. **Assignment.** This Agreement may not be assigned unless agreed to in writing by the non-assigning party in advance.

9. **Notice of Transfer.** Landowner will notify the Conservancy in writing at least 30 days before closing of any planned sale or other change in the ownership of the Property.

10. **Subcontracting.** Landowner understands and agrees that services described under Phase 2 -- Construction Phase on **Attachment A** shall be performed by Peterson Contractors Inc., under contract with Conservancy. Requests to add additional Subcontractors shall be in writing and shall name the Services to be performed, the organization which will perform the Services, and the value of the Services to be performed and shall only be added by written amendment to this Agreement.

11. **Contacts.** The primary contact at the Conservancy will be Nick Longbucco, Cedar Basin Freshwater Manager, 505 5th Avenue, Suite 930, Des Moines, IA 50309, (248) 807-2235, Nicholas.Longbucco@tnc.org. The primary contact for the Landowner will be Jon Resler, City Engineer, City of Cedar Falls, 220 Clay St. Cedar Falls, IA 50613, (319) 268-5176, Jon.Resler@cedarfalls.com.

12. **No Employment Relationship.** Nothing in this Agreement shall be construed to create an employer-employee relationship between the parties' respective employees, officials, agents, contractors, representatives, successors or assigns.

City of Cedar Falls, Iowa - Landowner

Date

Date

The Nature Conservancy

By: Kristin Aschenbrenner
Kristin Aschenbrenner, Iowa State Director

10/31/18

Date

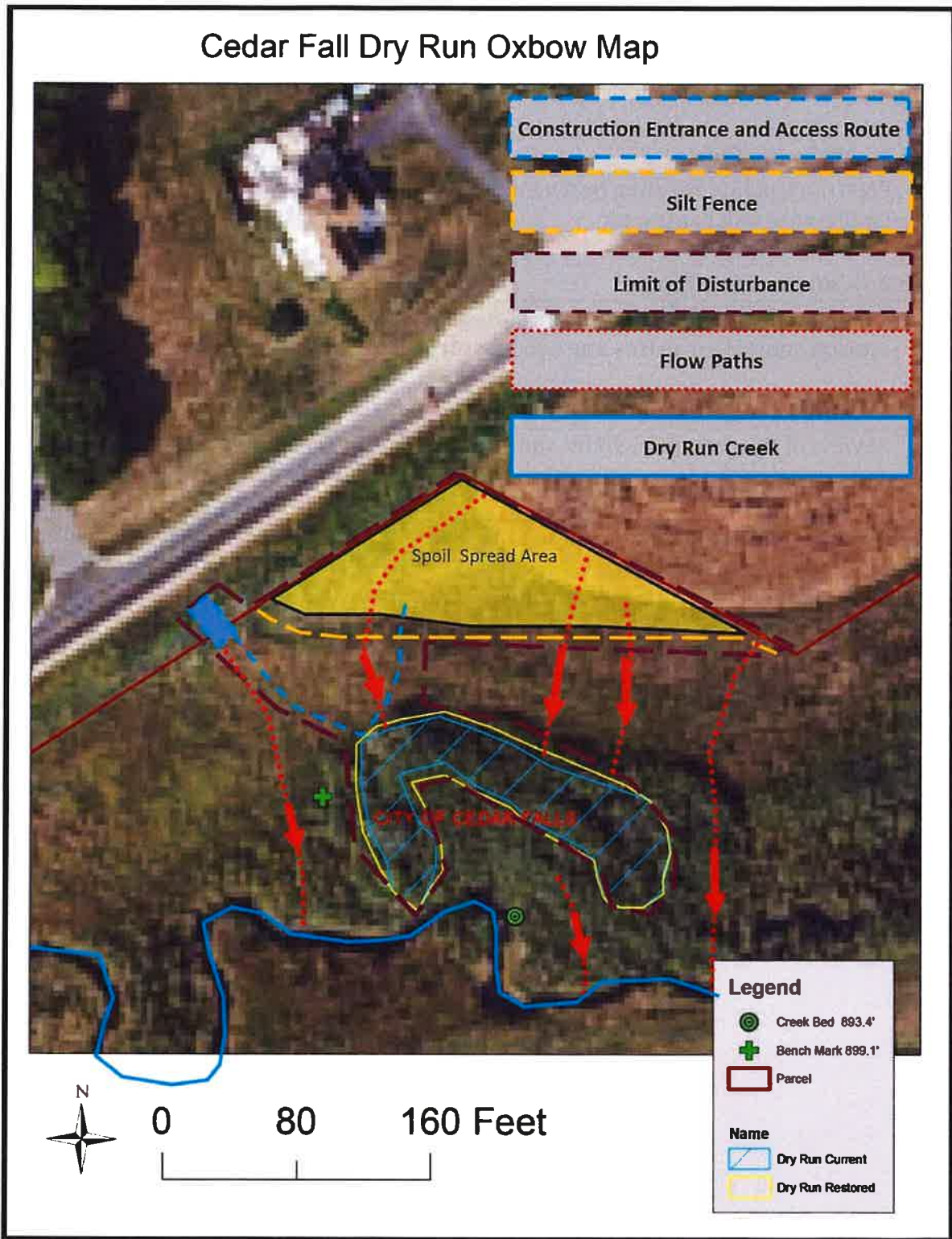
Item F.2.x.

Exhibit A Legal Description

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DEG 52 MIN 53 SEC E A DIST OF 190.58 FT (ARC LENGTH) TH S 34 DEG 7 MIN 7 SEC W A DIST OF 145
FT TH NWLY ON A 1971.33 FT RADIUS CURVE CONCAVE NELY & HAVING A 102.87 FT LONG CHORD
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44 MIN 21 SEC W A DIST OF 958.61 FT TH SWLY ON A 500 FT RADIUS CURVE CONCAVE SELY &
HAVING A 286.84 FT LONG CHORD BEARING S 66 DEG 4 MIN 13 SEC W A DIST OF 290.93 FT (ARC
LENGTH) TH S 49 DEG 24 MIN 4 SEC W A DIST OF 301.35 FT TO THE PT OF BEG

Exhibit B
Project Map Oxbow Restoration

Cedar Fall Dry Run Oxbow Map



Item F.2.x.

Attachment A Schedule

The Scope of Services shall be completed in accordance with the following schedule unless modified by mutual agreement or by factors beyond the control of the Conservancy:

Phase 1 – Planning Phase	Target Completion Date
1. Pre-construction meeting between the Conservancy, Landowner and contractor	November 2018
Phase 2 – Construction Phase	
1. Restoration of the oxbow, secure storage of spoils, install erosion control measures and seed disturbed areas	November-December 2018
Phase 3– Monitoring Phase	
1. Review of the restored oxbow and seeding by the Conservancy and City to verify Scope of Services in the agreement are adequately met.	_June 2019
2. City conducts maintenance on seeding:	Twice in 2019 growing season
3. City conducts maintenance on seeding:	Twice in 2019 growing season
4. TNC conducts On-going monitoring for ensuing years:	As needed

Attachment B
Landowner Responsibilities

The Landowner shall be responsible for completion of the following items in a timely manner and at no cost to the Conservancy:

1. Provide access to the Property.
2. Designate a person to act as the representative of the Landowner for the project. Such person shall have a knowledge and understanding of the project, have authority to receive information, interpret the Landowner's policies pertaining to the project and this Agreement, and present issues to the decision making body for the Landowner.
3. Provide criteria and information as to the Landowner's requirements pertaining to the Project.
4. Assist in onsite observations, inspections, punch lists, etc.
5. Landowner shall allow drain tile water to flow through the reconstructed oxbow, if applicable.
6. Provide light maintenance for re-seeded areas by checking on the seeding twice a year and removing weeds as necessary. Provide this light maintenance for two (2) growing seasons after the initial seeding.
7. Landowner shall not modify the reconstructed oxbow for at least ten (10) years after reconstruction is complete without the prior written consent of the Conservancy.
8. Take 50-100 cubic yards of excavated spoil from the contractor and haul off site.

Item F.2.x.

Attachment C
Insurance requirements and Documents

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 6A.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa and The Nature Conservancy (the “**Conservancy**”) for the coverage required in Exhibit 6A. 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 6A
 - c) Governmental Immunities Endorsement – See Exhibit 6A

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 or the Conservancy, 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 and the Conservancy.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls or the Conservancy. 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 or the Conservancy's option, shall allow City or the Conservancy to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 6A:

- This coverage shall be written on an occurrence, not claims made form. Form CG 25 03 03 97 "Designated Construction Project(s) General Aggregate Limit" shall be included. 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 and the Conservancy.
- 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 6A.
The City of Cedar Falls and The Nature Conservancy, 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 and The Nature Conservancy 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.

Item F.2.x.

10. Limits: By requiring the insurance as set out in this Contract, City and the Conservancy do 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 or the Conservancy in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 6A. If required, the additional premium or premiums payable shall be added to the bid price.

11. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's Work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to the Contract, shall be included in the modification amount submitted by Contractor, and paid by Contractor.

12. 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.

13. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, and The Nature Conservancy, and their respective elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa or The Nature Conservancy, 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)
- Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

Item F.2.x.

Exhibit 6A 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.

Item F.2.x.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

CG 25 03 03 97

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

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Item F.2.x.

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:

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.

Item F.2.x.

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.



DEPARTMENT OF COMMUNITY DEVELOPMENT

**City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
www.cedarfalls.com**

*Administration Division ♦ Planning & Community Services Division
Phone: 319-273-8600 Fax: 319-273-8610*

*Engineering Division ♦ Inspection Services Division
Phone: 319-268-5161 Fax: 319-268-5197*

*Water Reclamation Division
Phone: 319-273-8633 Fax: 319-268-5566*

TO: Honorable Mayor James P. Brown and City Council
FROM: David Sturch, Planner III
DATE: October 31, 2018
SUBJECT: Snyder & Associates Supplemental Agreement No. 1
W. 1st Street Corridor Reconstruction Project
Project No. STP-57-2(28)--2C-07 (Federal Aid)

The City of Cedar Falls is working with Snyder and Associates on the reconstruction of the W. 1st Street corridor from Hudson Road to Franklin/Center Street. Attached is a supplemental agreement between the City and Snyder and Associates that will allow additional right of way acquisition services for this project. This agreement is a supplemental to the original federal aid consultant agreement that includes the eligible expenses of the project.

Currently, the project is in the final design phase with property acquisition activities underway. This agreement covers the preparation of the legal descriptions for temporary construction easements and assistance in preparing the closing documents by obtaining property lien releases on mortgages and judgements. The City will use federal funds for this portion of the project. All eligible project costs will be split 50% City and 50% Iowa DOT which includes engineering, right of way, construction and construction administration.

The attached supplemental agreement is in the standard Iowa DOT format that the City has used on past projects that include the eligible items for federal funding. City staff has reviewed this supplemental agreement and concur in this expense. The total cost of these services equals \$26,361.87. The City will provide matching funds that are budgeted in the Cedar Falls Capital Improvements Program in FY18 under item number 91.

The Department of Community Development recommends that the City Council approve and execute the attached Supplemental Agreement No. 1 for the right of way acquisition services of the W. 1st Street corridor from Hudson Road to Franklin/Center Street.

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

xc: Stephanie Sheetz, Director, Community Development

Contract No. [XXXXXX]

Owner Project No. **STP-57-2(28)—2C-07**

Iowa DOT Project No. **NHSX-057-2(29)—3H-07**

Supplemental Agreement No. 1

This **SUPPLEMENTAL AGREEMENT**, made as of the date of the last party's signature below, is by and

BETWEEN the City of Cedar Falls, the **Owner**, located at:

220 Clay Street
Cedar Falls, Iowa 50613
Phone: (319) 273-8600
FAX: (319) 273-8610

and Snyder & Associates, Inc., the **Consultant**, located at:

2727 SW Snyder Blvd
Ankeny, IA 50023
Phone: (515) 964-2020
FAX: (515) 964-7938

For the following Project: IA Hwy 57/ W. 1st Street Reconstruction and Widening Project in Cedar Falls, Iowa

The **Owner** desires to employ the **Consultant** to provide further ROW Acquisition Services along IA Hwy 57 (W. 1st Street) from Highland Drive to Franklin Street in the City of Cedar Falls, Iowa to assist with the development and completion of the Project. The **Consultant** is willing to perform these services in accordance with the terms of this Supplemental Agreement.

This Supplemental Agreement is part of the Base Agreement, Contract No. XXXXXX between the Consultant and Owner. All terms and conditions of the original Base Agreement shall remain in effect for work associated with this Supplemental Agreement, unless specifically modified herein.

Item F.2.y.

TABLE OF CONTENTS – SUPPLEMENTAL AGREEMENT NO. 1

Article Number and Description

1 Initial Information

- 1.1 Project Parameters
- 1.2 Financial Parameters
- 1.3 Project Team
- 1.4 Time Parameters

Attachment A - Scope of Services

Attachment C - Fees and Payments

Attachment C-1 – Cost Analysis Worksheet

Attachment H - Consultant Fee Proposal

ARTICLE 1 INITIAL INFORMATION

This Supplemental Agreement is based on the following information and assumptions.

1.1 Project Parameters

The objective or use is: provide additional right of way acquisition services by preparing Legal Descriptions for Temporary Construction Easements being acquired for the project; and assisting the **Owner** in obtaining mortgage releases..

1.2 Financial Parameters

1.2.1 Amount of the **Owner's** budget for the **Consultant's** compensation is:
\$26,361.87

1.2.2 Amount of the **Consultant's** budget for the **Subconsultant's** compensation is
\$3,000.00

1.2.3 Summary:

<u>Original Contract</u>	<u>Supplemental No. 1</u>	<u>Total Budget</u>
\$1,171,619.48	\$26,361.87	\$1,197,981.35

1.3 Project Team

1.3.1 The **Owner's** Designated Representative, identified as the **Contract Administrator** is:
David Sturch

The **Contract Administrator** is the authorized representative, acting as liaison officer for the **Owner** for purpose of coordinating and administering the work under the Agreement. The work under this Supplemental Agreement shall at all times be subject to the general supervision and direction of the **Contract Administrator** and shall be subject to the **Contract Administrator's** approval.

1.3.2 The **Consultant's** Designated Representative is:
Wade A. Greiman, P.E.

1.3.3 The subconsultants retained at the **Consultant's** expense are identified in the following table:

<u>Subconsultant</u>	<u>Amount Authorized</u>	<u>Maximum Amount Payable</u>	<u>Method of Payment</u>
Black Hawk County	\$3,000.00	\$3,000.00	Unit Price

1.4 Time Parameters

1.4.1 The **Consultant** shall begin work under this Supplemental Agreement upon receipt of a written notice to proceed from the **Owner**.

1.4.2 Milestones for completion of the work under this Supplemental Agreement as follows:
Legal Descriptions for Temporary Construction Easements will be prepared by the **Consultant** in conjunction with the right of way acquisitions for the Project, and submitted to the **Owner** for recording purposes. Right of way acquisitions are anticipated to be completed by January 3, 2019.

Item F.2.y.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed by their proper officials thereunto duly authorized as of the dates below.

Snyder & Associates, Inc.

By Mark A. Land

Date: October 16, 2018

Mark A. Land, P.E.
Vice President

ATTEST:
By Janessa Janell

Date: 10/16/18

City of Cedar Falls, Iowa

By _____

Date: _____

Jim Brown
Mayor

IOWA DEPARTMENT OF TRANSPORTATION

Accepted for FHWA Authorization*

By _____

Date: _____

Name _____

Title _____

* The Iowa DOT is not a party to this Supplemental Agreement. However, by signing this Supplemental Agreement, the Iowa DOT is indicating the work proposed under this Supplemental Agreement is acceptable for FHWA authorization of Federal funds.

**ATTACHMENT A
Scope of Services – Supplemental Agreement No. 1**

A. Project Description

Attachment A details only those sections from the Base Agreement which are being further developed with this Supplemental Agreement. The additional Scope of Services for the Supplemental Agreement are described herein.

B. General Scope of Work

The Scope of Services for the IA Hwy 57/W. 1st Street Reconstruction and Widening Project will be further developed by this Supplemental Agreement and subsequent Supplemental Agreements (if applicable).

<u>Agreements</u>	<u>Scope of Services</u>
Supplemental Agreement No. 1	<ul style="list-style-type: none"> ◆ Prepare Legal Descriptions for Temporary Construction Easements. Due to the length of time for constructing the project, the Temporary Construction Easements will be recorded with the Black Hawk County Recorder. If a property is sold prior to or during construction then the buyer will be aware of the Temporary Construction Easement. ◆ Consultant will assist the Owner in preparing the closing documents by obtaining partial release of liens on all mortgages and judgments for all partial acquisitions over \$25,000. ◆ Consultant will assist the Owner in preparing the closing documents by providing all lien holders a copy of the fully executed acquisition agreement and be allowed to be named as a co-payee on the check for all partial acquisitions under \$25,000. ◆ Consultant will assist the Owner by updating the seller's abstract for partial acquisitions over \$75,000.

C. Project Team (Supplemental Agreement)

The project team for the Supplemental Agreement for Right-of-way Services includes the following team members and general scope of services:

<u>Consultant</u>	<u>Scope</u>
Snyder & Associates, Inc.	<ul style="list-style-type: none"> ◆ Assistance during the bid letting phase, including administration of addenda, bid tab, and recommendation letter. ◆ Right-of-way Temporary Construction Easement legal descriptions. ◆ Obtain partial release of liens for partial acquisitions over \$25,000. ◆ Provide lien holders a copy of fully executed acquisition Supplemental Agreement allow for inclusion as a co-payee.

<u>Subconsultants</u>	<u>Scope</u>
Black Hawk County Abstract & Title	<ul style="list-style-type: none"> ◆ Abstract Update

Item F.2.y.

The work of the Supplemental Agreement includes the following:

L. Acquisition Plats and Descriptions

The **Consultant** will prepare legal descriptions for all Temporary Construction Easements for recording purposes.

N. Right-of-Way Negotiations, Acquisitions & Documentation

The **Consultant** will assist the **Owner** in closing documentation for acquired partial acquisitions. This assistance includes:

- For all partial acquisitions over \$25,000.00, **Consultant** will mail and obtain partial release of liens on all mortgages and judgements. **Consultant** will provide signed releases to the **Owner** as well as any request from the lien holder for co-payment to the Seller and lien holder.
- For all partial acquisitions \$25,000.00 or less, **Consultant** will provide all lien holders a copy of the fully executed acquisition agreement and be allowed to be named as a co-payee on the warranty. Lien holder will have twenty (20) days to respond. **Consultant** will provide **Owner** with executed documents from lien holder to be co-payee or notify the **Owner** after twenty days they are free to release the funds to the Seller.
- Partial Acquisitions over \$75,000.00 will require an update on the Seller's Abstract (regardless of any liens on the property). **Consultant**, if requested, will acquire the abstract from the Seller and deliver it to either the **Owner** for update and continuation. The Seller will be notified by the **Consultant** when the abstract is updated and available to be picked up by the Seller.

**ATTACHMENT C (referenced from 3.1)
Cost Plus Fixed Fee – Supplemental Agreement No. 1**

3.1.1 FEES AND PAYMENTS

3.1.1.1 Fees. For full and complete compensation of all work, materials, and services furnished under the terms of this Supplemental Agreement, the **Consultant** shall be paid fees in the amount of the **Consultant's** actual cost plus applicable fixed fee amount. The **Consultant's** actual costs shall include payments to any subconsultants. The estimated actual costs and fixed fee are shown below and are itemized in Attachment C-1. Subconsultant costs are not available for use by the prime **Consultant** or other subconsultants. A contingency amount has been established to provide for actual costs that exceed those estimated.

Estimated Actual Costs (Prime only)	\$ 19,149.07	
Fixed Fee (Prime only)	\$ 2,297.89	
Contingency (Prime only)	\$ 1,914.91	
Total Prime Consultant Costs		\$ 23,361.87
Black Hawk County Abstract & Title	\$ 3,000.00	
Maximum Amount Payable		\$ 26,361.87

The nature of engineering services is such that actual costs are not completely determinate. Therefore, the **Consultant** shall establish a procedure for comparing the actual costs incurred during the performance of the work to the estimated actual costs listed above. The procedure will itemize prime consultant and subconsultant costs in association with each scoped task. The purpose is to monitor these two elements and thus provide for early identification of any potential for the actual costs exceeding the estimated actual costs. The procedure shall be used in a way that will allow enough lead time to execute the paragraphs below without interrupting the work schedule. Therefore once the accrued labor costs for a scoped task reach 85% of the estimated value for the prime or subconsultant, then the **Consultant** shall notify the **Owner** in writing.

It is possible that the **Consultant's** costs for the scoped tasks may need to exceed those shown in Attachment H. The **Consultant's** and subconsultants' costs for scoped tasks shall not be exceeded without prior written authorization from the **Contract Administrator** and concurrence from the Iowa DOT. Costs for scoped tasks that exceed estimated costs, if approved by the **Contract Administrator**, may be compensated via Supplemental Agreement, Work Order, Amendment, or Contingency as detailed in the paragraphs below. If the **Consultant** exceeds the estimated costs for scoped tasks for any reason (other than that covered in Section 3.1.1.2) before the **Contract Administrator** is notified in writing, the **Owner** will have the right, at its discretion, to deny compensation for that amount.

The fixed fee amount will not be changed unless there is a substantial reduction or increase in scope, character, or complexity of the services covered by this Supplemental Agreement or the time schedule is changed by the **Owner**. The adjustment to fixed fee will consider both cumulative and aggregate changes in scope, character, or complexity of the services. Any change in the fixed fee amount will be made by a Supplemental Agreement, Work Order, or Amendment.

If a contingency amount has been established and at any time during the work the **Consultant** determines that its actual costs will exceed the estimated actual costs, thus necessitating the use of a contingency amount, it will promptly so notify the **Contract Administrator** in writing and describe what costs are causing the overrun and the reason. The **Consultant** shall not exceed the estimated actual costs without the prior written approval of the **Contract Administrator** and concurrence of the Iowa DOT. The **Owner** or Iowa DOT may audit the **Consultant's** cost records prior to authorizing the use of a contingency amount.

Item F.2.y.

The maximum amount payable will not be changed except for a change in the scope. Changes due to an overhead adjustment are identified in Section 3.1.1.2. If at any time it is determined that a maximum amount payable will be or has been exceeded, the **Consultant** shall immediately so notify the **Contract Administrator** in writing. The maximum amount payable shall be changed by a Supplemental Agreement, Work Order, or Amendment or this Supplemental Agreement will be terminated as identified in Article 4.12.3. The **Owner** may audit the **Consultant's** cost records prior to making a decision whether or not to increase the maximum amount payable.

3.1.1.2 Reimbursable Costs. Reimbursable costs are the actual costs incurred by the **Consultant** which are attributable to the specific work covered by this Supplemental Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulations Systems, Subchapter E., Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required. The Title 48 requirements include the following:

1. Salaries of the employees for time directly chargeable to work covered by the Agreement, and salaries of principals for time they are productively engaged in work necessary to fulfill the terms of the Agreement.
2. Direct non-salary costs incurred in fulfilling the terms of this Supplemental Agreement. The **Consultant** will be required to submit a detailed listing of direct non-salary costs incurred and certify that such costs are not included in overhead expense pool. These costs may include travel and subsistence, reproductions, computer charges and materials and supplies.
3. The indirect costs (salary related expenses and general overhead costs) to the extent that they are properly allowable to the work covered by this Supplemental Agreement. The **Consultant** has submitted to the **Owner** the following indirect costs as percentages of direct salary costs to be used provisionally for progress payments for work accomplished during the **Consultant's** current fiscal year: Salary related expenses are 94.19% of direct salary costs and general overhead costs are 75.63% of direct salary costs.

Use of updated overhead percentage rates shall be requested by the **Consultant** after the close of each fiscal year and the updated overhead rate shall be used to update previous year invoices and subsequent years as a provisional rate for invoicing in order to more accurately reflect the cost of work during the previous and subsequent years.

Any actual fiscal year or fiscal year's audited or unaudited indirect costs rates known by the **Consultant** shall be used in computing the final invoice statement. All unverified overhead rates shall have a schedule of computation supporting the proposed rate attached to the final bill. Prior to final payment for work completed under this Supplemental Agreement all indirect cost rates shall be audited and adjusted to actual rates through the most recently completed fiscal year during which the work was actually accomplished. In the event that the work is completed in the current fiscal year, audited indirect cost rates for the most recently completed fiscal year may be applied also to work accomplished in the current fiscal year. If these new rates cause the actual costs to be exceeded, the contingency amount will be used.

3.1.1.3 Premium Overtime Pay. Premium overtime pay (pay over normal hourly pay) will not be allowed without written authorization from the **Contract Administrator**. If allowed, premium overtime pay shall not exceed 2 percent of the total direct salary cost without written authorization from the **Contract Administrator**.

3.1.1.4 Payments. Monthly payments shall be made based on the work completed and substantiated by monthly progress reports. The report shall indicate the direct and indirect costs associated with the work completed during the month. The **Contract Administrator** will check such progress reports and payment will be made for the direct non-salary costs and salary and indirect costs during said month, plus a portion of the fixed fee. The **Owner** shall retain from each monthly payment for construction inspection or construction administration services 0% of the amount due. Fixed fee will be calculated and progressively invoiced based on actual costs incurred for the current billing cycle. Each invoice shall be accompanied with a monthly progress report which details the tasks invoiced, estimated tasks to be billed on the next invoice, and any other contract tracking information.

Invoices shall clearly identify the beginning and ending dates of the prime's and subconsultant's billing cycles. All direct and indirect costs incurred during the billing cycle shall be invoiced. Costs incurred from prior billing cycles and previously not billed, will not be allowed for reimbursement unless approved by the **Contract Administrator**.

Upon delivery and acceptance of all work contemplated under this Supplemental Agreement, the **Consultant** shall submit one complete invoice statement of costs incurred and amounts earned. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. Final audit will determine correctness of all invoiced costs and final payment will be based upon this audit. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.

Item F.2.y.

ATTACHMENT C-1 Cost Analysis Worksheet – Supplemental Agreement No. 1

Contract xxxxx, Base Agreement
Project Number: **STP-57-2(28)—2C-07**

I. Direct Labor Cost (Prime Only)

<u>Category</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>
Principal Eng I	2	\$57.90	\$115.80
Land Surveyor VII	12	\$47.39	\$568.68
ROW Agent VI	29	\$45.00	\$1,305.00
Technician VII	65	\$30.50	\$1,982.50
Administrative II	125	\$25.00	\$3,125.00
Payroll total			\$7,096.98

II. Combined Overhead (COH) & Facilities Capital Cost of Money (FCCM) Costs (Prime Only)

IIA. Indirect Cost Factor: (169.82% X I) \$12,052.09 \$12,052.09

III. Direct Project Expenses (Prime Only)

Mileage	\$10	0 miles @ \$0.535
Per Diem	\$0	0 days @ \$123.00

Total Direct Project Expenses \$0

IV. Estimated Actual Costs (EAC) (Prime Only) (I + II + III) \$19,149.07

V. Fixed Fee (Prime Only) (12.0% X (I + IIA)) \$2,297.89
Fix Fee total: \$2,297.89

VI. Contingency (Prime Only) 10.0% X (I + II + III) \$1,914.91

VII. Subconsultant Expenses

Black Hawk County Abstract and Title (4 Parcels @ \$750/EA) \$3,000.00

VIII. Cost plus Fixed Fee Supplemental Agreement Total (IV + V + VI + VII) \$26,361.87
 (Maximum Amount Payable)



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Planning & Community Services Division

TO: Mayor and City Council
FROM: David Sturch, Planner III
DATE: October 31, 2018
SUBJECT: Autumn Ridge Eighth Addition Final Plat

REQUEST: Request to approve the Autumn Ridge Eighth Addition Final Plat
PETITIONER: BNKD, Inc. – owner; CGA Engineers
LOCATION: The property is located on 2.61 acres of land along Thresher Court

PROPOSAL

It is proposed to create 14 residential lots along Thresher Court and Golden Lane in the Autumn Ridge development. This subdivision includes the extension of Golden Lane as a new public street.

BACKGROUND

BNKD, Inc. is proposing the next phase of the Autumn Ridge development. This area along Union Road has developed over the past 15 years beginning with a series of retirement condos and patio homes along Autumn Ridge Road coupled with a more recent expansion of single family dwellings along Paddington Drive and Berry Hill Road. In total, the entire Autumn Ridge development consists of approximately 100 acres of land reserved for a mixture of residential homes from single family dwellings, patio homes, and condominiums. The preliminary plat for this phase was approved by the Planning and Zoning Commission and City Council in the summer of 2013.

In the spring of 2016, the preliminary plat and site plan for the Autumn Villages 2nd Addition was approved by the City Council. This was located



Autumn Ridge Development

Item F.2.z.

on a 3.6 acre parcel at the southeast corner of Thresher Court and Autumn Lane. The westerly 1/3 of this preliminary plat was part of the final plat for Autumn Ridge Seventh Addition and the remaining easterly 2/3 is the Autumn Ridge Eighth Addition.

ZONING

The subdivision plat includes 14 residential lots on 2.61 acres of land. The property is zoned RP, Planned Residential, which permits a variety of uses subject to an approved site plan. In this case, the approved site plan illustrates the establishment of two and three unit condominiums for a total of 14 units on 14 lots.

The RP district permits homes to be established on lots with no minimum building setback requirements. A 35-foot building setback is required around the “perimeter” of the entire RP district. This plat is not located on the perimeter of the district so rear yard setbacks are at a minimum, which is identified as a 20-foot setback. The platted setback along Thresher Court and Golden Lane is 20 feet. Typically, the subdivision deed of dedication will outline minimum building setback standards, particularly side yard setbacks on individual lots. In this particular subdivision, the plan is to construct two and three unit condominiums with the “common” wall located on the lot line. City zoning staff notes that the proposed lots appear to be of sufficient lot width and lot area to satisfy the RP district requirements.

ANALYSIS

The Autumn Ridge Eighth Addition Final Plat conforms to the aforementioned preliminary plat and site plan that was approved in 2016. All street access will be provided via Golden Lane, a new 31-foot wide public street. Golden Lane will be connected to Thresher Court and travel southward a distance of 360 feet to a hammerhead turnaround. The hammerhead turnaround will be constructed in order to accommodate emergency vehicles and other city trucks. There are existing internal sidewalks along the easterly and southerly border of this site. These sidewalks will remain intact; however, the sidewalk along the southern border of the site will be adjusted slightly in order to cross the hammerhead turnaround at the south end of Golden Lane. Each lot will have their own double wide driveway. The location of the dwelling units satisfies the minimum front yard setback requirement of 20 feet. There are ample rear yard setbacks behind the dwellings and adequate side yard setbacks between the structures.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, gas and communication services are available to the site. The developer will be responsible for extending the utility services to the proposed development. The easements identified on the plat satisfy CFU requirements.

The City’s Subdivision Ordinance outlines the requirements pertaining to Subdivision Plats. A Preliminary Subdivision Plat represents a “conceptual development plan” which the City must review and evaluate to insure compliance with all City regulations. Issues related to zoning regulations, utility easement provision, street locations and alignments and other factors are all subject to review and approval by City staff and the Planning and Zoning Commission and the City Council. Following Preliminary Plat approval by the City Council, the developer is free to begin installing the necessary public improvements (i.e. streets, sewers, waterlines, etc.) as indicated on the plat.

A Final Subdivision Plat formalizes the Preliminary Plat and authorizes the developer to begin selling lots and to begin building on the newly created lots. Normally a Final Subdivision Plat

cannot be approved until all of the required public improvements have been installed and completed to the satisfaction of the City Engineer. A Final Plat can be “expedited” prior to full completion and acceptance of public improvements provided that the developer posts a cash bond or escrow agreement with the City Engineering Division which serves as a financial guarantee that all the improvements will be installed in a timely fashion. The Planning and Zoning Commission recommended approval of the Autumn Ridge Eighth Addition Final Plat in November 2017. Since then, the developer chose to install the necessary public improvements within this plat and now is ready to final approval by the City Council.

The property is located outside of the designated 100-year floodplain.

The platting documents, City Council resolution forms and a plat fee of \$300.00 have been submitted.

PLANNING & ZONING COMMISSION

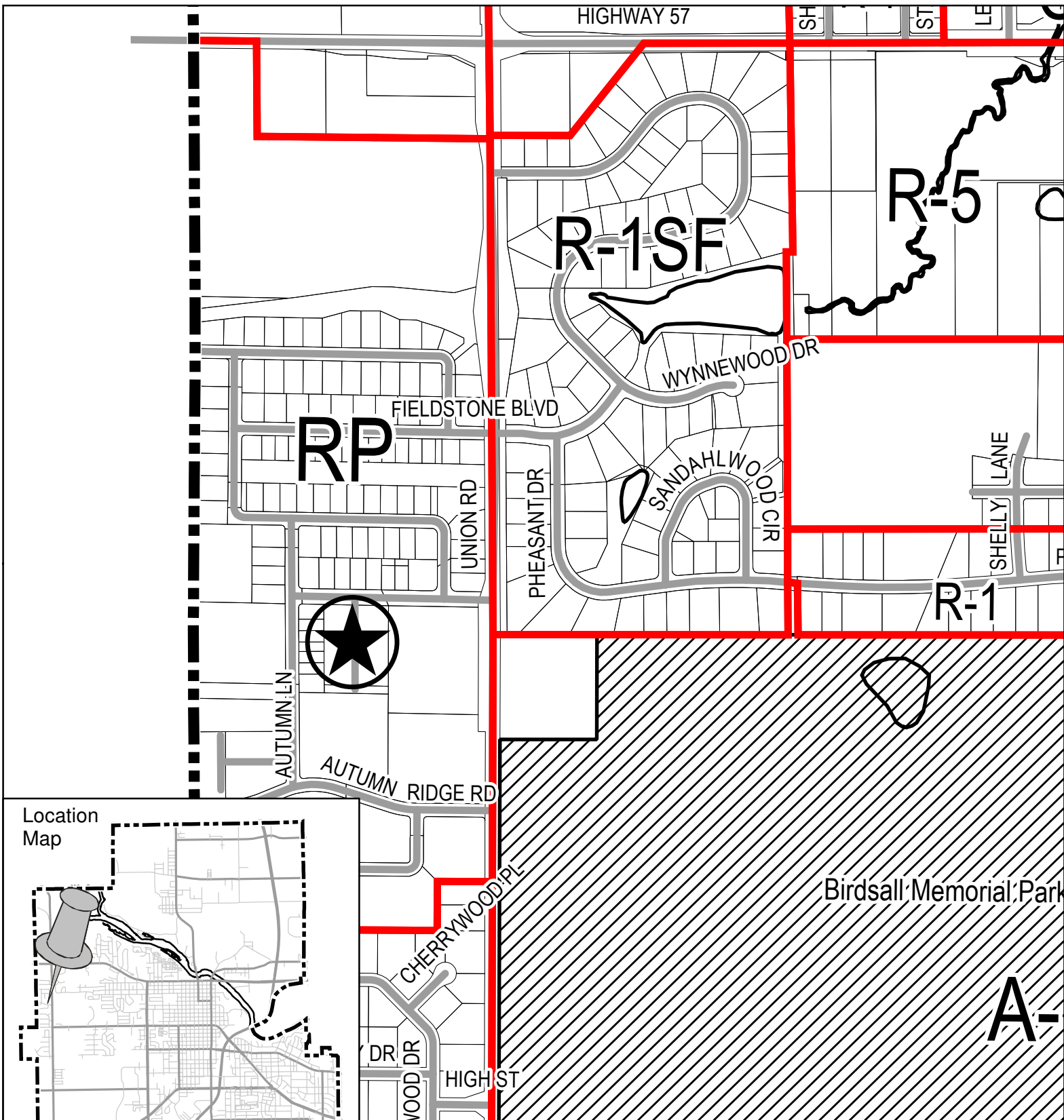
Vote 11/21/2017	Ms. Oberle introduced the item and Mr. Sturch provided background information. He explained that the plat is located at the southeast corner of Thresher Court and Autumn Lane and contains 14 residential lots in 2.61 acres. A new street, Golden Lane, will extend south of Thresher Court. Mr. Sturch highlighted current and proposed sidewalks. The final plat conforms to the preliminary plat and site plan.
--------------------	--

Some neighbors addressed the commission as to the future residents living in these condos. Other questions pertain to the maintenance of the private sidewalks around the Ledges development. Mr. Happel told the commission that these condos are intended for owner occupied residents and the maintenance of the private sidewalks is placed upon the Ledges Association. Mr. Sturch indicated that the plat and storm water detention/run off conforms to all city guidelines.

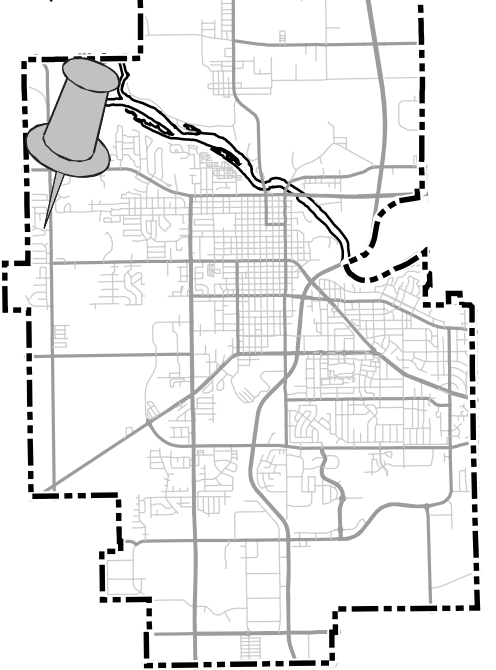
There was no other discussion and the Planning and Zoning Commission recommended approval of the Autumn Ridge Eighth Addition Final Plat.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the Autumn Ridge Eighth Addition Final Plat.



Location Map



CEDAR



FALLS -843-

Iowa

Autumn Ridge Eighth Addition Final Plat

AUTUMN RIDGE EIGHTH ADDITION FINAL PLAT

Cedar Falls, Iowa
October 2018

NOTES:

- OWNER:**
B.N.K.D. INC.
PO BOX 336
WAVERLY, IA 50677
- ENGINEER:**
CLAPSADDLE-GARBER ASSOCIATES, INC.
5106 NORDIC DRIVE
CEDAR FALLS, IA 50613
319-266-0258
- BENCH MARK:** ELEV: 964.70
NORTHWEST BOLT ON HYDRANT ON THE
NORTHEAST CORNER OF UNION ROAD AND
FIELDSTONE DRIVE
- 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 WEST LINE OF AUTUMN
RIDGE 4TH ADDITION BEARING N00°36'23"W
- RESTRICTIONS:**
(SEE DEED OF DEDICATION)
- LOT AREAS**
SEX-NE%: 0.63 ACRES
NE%-SE%: 1.38 ACRES
- STREET AREAS**
SEX-NE%: 0.17 ACRES
NE%-SE%: 0.43 ACRES
- ZONING**
RP
- TYPICAL BUILDING SETBACKS:**
FRONT YARD = 20 FT.
REAR YARD = 0 FT.
SIDE YARD = 5 FT. (*EXCEPT AS NOTED)

* 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.

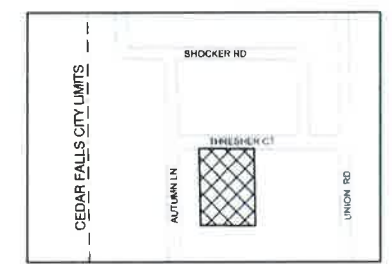
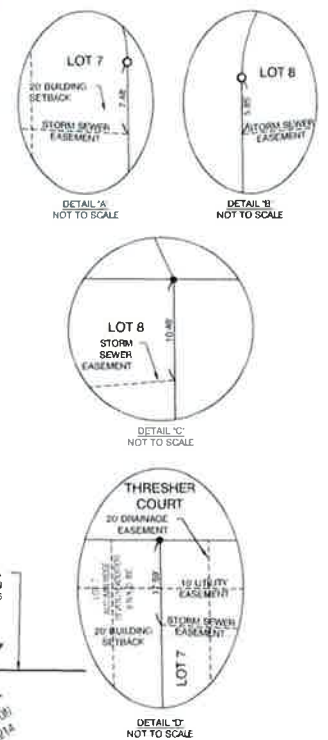
LAND DESCRIPTION

PART OF PARCEL "A" OF PLAT OF SURVEY FILED AS DOCUMENT NO. 2004-24812, IN THE OFFICE OF
BLACK HAWK COUNTY RECORDER; AND PART OF TRACT A IN AUTUMN RIDGE 2ND ADDITION FILED AS
DOCUMENT NO. 2004-36806, IN THE OFFICE OF BLACK HAWK COUNTY RECORDER BEING PART OF THE
NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE 1/4 SE 1/4) AND THE SOUTHEAST QUARTER
OF THE NORTHEAST QUARTER (S 1/4 NE 1/4) IN SECTION 9, 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 NORTHWEST CORNER OF LOT 1 OF AUTUMN RIDGE 4TH ADDITION FILED AS
DOCUMENT NO. 2007-21431, IN THE OFFICE OF BLACK HAWK COUNTY RECORDER; THENCE SOUTH
00°36'23" EAST ALONG THE WEST LINE OF SAID LOT 1 IN AUTUMN RIDGE 4TH ADDITION 395.05 FEET TO
THE NORTHEAST CORNER OF LOT 1 IN AUTUMN RIDGE 2ND ADDITION; THENCE NORTH 89°39'13" WEST
ALONG THE NORTH LINE OF LOT 1 OF AUTUMN RIDGE 2ND ADDITION 285.92 FEET TO THE SOUTH EAST
CORNER OF LOT 1 IN AUTUMN RIDGE SEVENTH ADDITION FILED AS DOCUMENT NO. 2017-10235, IN THE
OFFICE OF BLACK HAWK COUNTY RECORDER; THENCE NORTH 01°02'16" WEST ALONG THE EAST LINE
OF SAID AUTUMN RIDGE 7TH ADDITION, 395.11 FEET TO THE NORTHEAST CORNER OF LOT 7 IN SAID
AUTUMN RIDGE 7TH ADDITION; THENCE SOUTH 89°39' 3" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE
OF THRESHER COURT, 288.90 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE WEST LINE OF LOT 1 IN AUTUMN RIDGE 4TH ADDITION BEARING SOUTH
00°36'23" EAST.

AUTUMN RIDGE EIGHTH ADDITION CONTAINS 2.61 ACRES.



- ### LEGEND
- ▲ FOUND SECTION CORNER
 - FOUND CORNER K; REBAR W/ YELLOW PLASTIC CAP NO. 21428 UNLESS NOTED OTHERWISE
 - SET 1/2" REBAR W/YELLOW PLASTIC CAP NO. 21428
 - N0°26'31"E 657.34'
(N 0°26'31" W 657.29) MEASURED BEARING & DISTANCE
 - RECORD BEARING & DISTANCE

THIS PLAT OR SUBDIVISION HAS BEEN
THE CITY OF CEDAR FALLS, IA

PLANNING AND COMMUNITY SERVICE

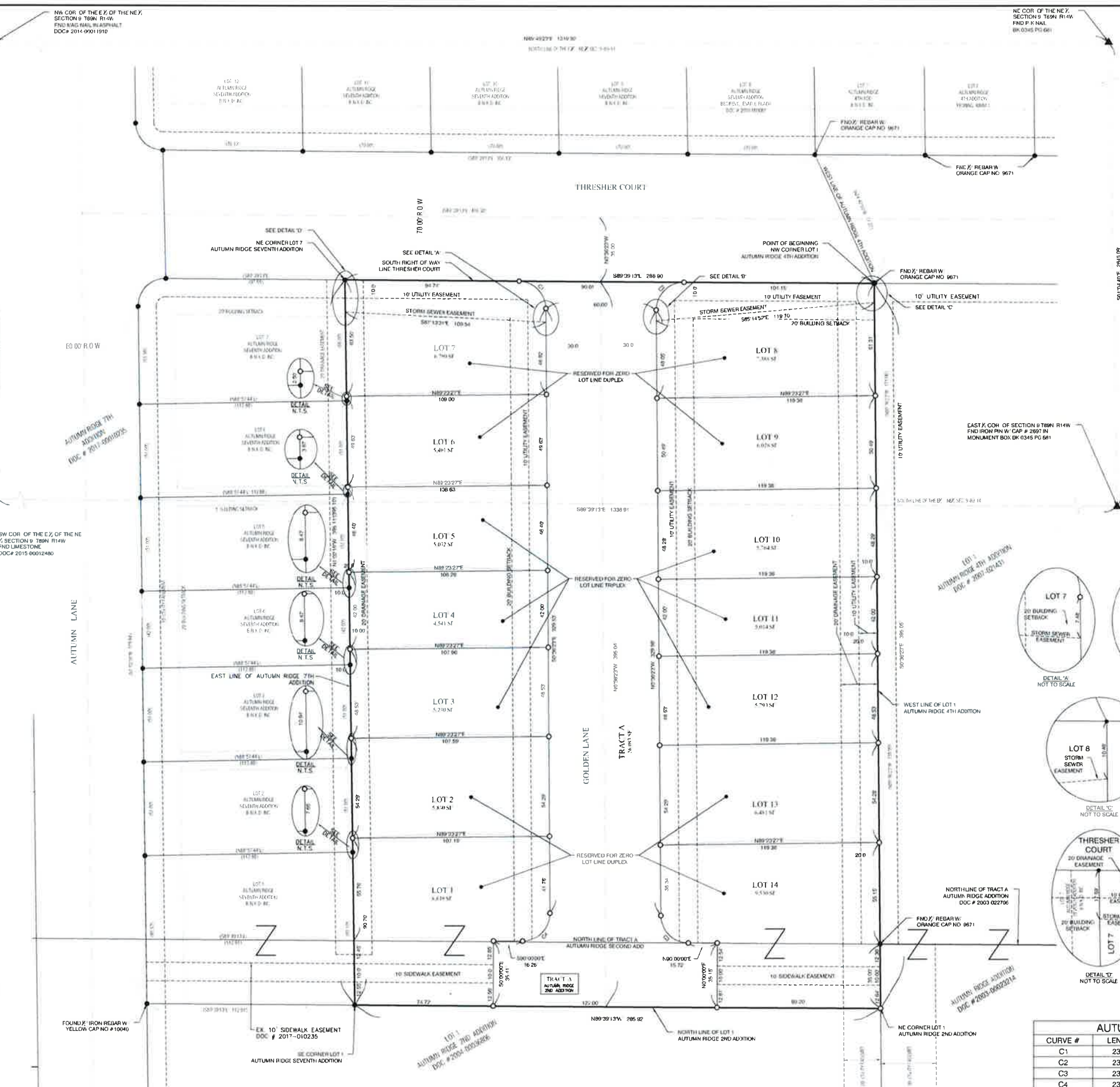
DATE



I hereby certify that the land surveying shown
and the related survey work was performed by
my direct personal supervision and that I am a
Professional Land Surveyor under the laws of
Iowa.
Arson L. Mueller, PLS.
Iowa License Number: 21428
My License Renewal Date is December 31, 2019
Pages or sheets covered by this seal: 1/1

AUTUMN RIDGE EIGHTH ADDITION CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	23.31'	15.00'	89°02'47"	N45°07'49"W	21.04'
C2	23.81'	15.00'	90°57'11"	S44°52'10"W	21.39'
C3	23.41'	15.00'	89°24'22"	S45°18'38"E	21.10'
C4	23.72'	15.00'	90°35'26"	S44°41'18"W	21.32'



NO	REVISION	BY	DATE	NO	REVISION	BY	DATE

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

DESIGNED *ASW* DATE *09/22/2017*
DRAWN *SJC* DATE *10/09/2018*
CHECKED *ALM* DATE *10/09/2018*
APPROVED *ASW* DATE *10/09/2018*

AUTUMN RIDGE EIGHTH ADDITION CEDAR FALLS, IOWA

FINAL PLAT

-845-

Item F.2.2.

**OWNER'S STATEMENT AND DEED OF DEDICATION
FOR
AUTUMN RIDGE EIGHTH ADDITION
CEDAR FALLS,
IOWA**

KNOW ALL MEN BY THESE PRESENTS:

That B.N.K.D., Inc. ("Owner" and "Developer"), being desirous of setting and platting into lots and streets the land described in the attached Certificate of Survey by Aaron L. Mueller, P.L.S., dated the 31 day of October, 2018, does by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Iowa, the same to be known as

AUTUMN RIDGE EIGHTH ADDITION

Cedar Falls, Iowa, hereinafter "Development", all of which is with the free consent and desire of the undersigned, and the undersigned does hereby designate and set apart for public use the streets and avenues as shown upon the attached plat, and set apart for the City of Cedar Falls, Iowa, the easements shown on the attached plat.

I. DEDICATION OF STREETS AND EASEMENTS

The Owner hereby grants and conveys to the City of Cedar Falls, Iowa, for public use the streets shown on the attached plat. Said streets will be constructed at a 31-foot width.

The Owner hereby grants and conveys 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, gas, electricity, communication service or cable television, perpetual easements for the construction, erection, laying, building, and maintenance of said services over, across, on and/or under Development as shown on the attached plat.

II. RESTRICTIVE COVENANTS

Be it also known that the Owner does hereby covenant and agree for itself and its successors and assigns that each and all of the Lots in Development shall be and the same are hereby made subject to the following restrictions upon their use and occupancy as fully and effectively, to all intents and purposes, as if the same were contained and set forth in each deed of

Item F.2.z.

conveyance or mortgage that the undersigned, or its successors in interest, may hereafter make for any of the said Lots and that such restrictions shall run with the land and with each individual Lot thereof for the length of time and in the particulars hereafter stated, to wit:

1. The development of these Lots shall consist of fourteen (14) townhomes and shall be in accordance with the R-P Zoning classification set forth in the Cedar Falls Zoning Ordinance.

2. No structure, building, fence, or other object, including landscaping, may be built, placed, or located on the exterior of any Lot unless written approval is first received from the Association, as later defined. No replacement, maintenance, repair and remodeling, or restoration after damage or destruction, may use siding, roofing or other exterior components, of a different design, material or color scheme, unless written approval is first received from the Association.

3. No detached accessory structures or buildings shall be permitted.

4. All private drives, private parking areas, and entryways shown on the attached plat shall be maintained by the townhome owners, excluding snow removal.

5. No swing sets or basketball hoops shall be allowed.

6. Townhomes shall be subject to a Protective Covenant Agreement for each townhome, which is attached as Exhibit "A". Each townhome group, whether consisting of two attached townhomes (sometimes referred to as single family bi-attached dwellings or zero lot line duplex) or three attached townhomes (sometimes referred to as row dwellings or zero lot line triplex) shall executed and file a Protective Covenant Agreement. The townhome groups are currently as follows:

- a. Lots 1 and 2
- b. Lots 3, 4, and 5
- c. Lots 6 and 7
- d. Lots 8 and 9
- e. Lots 10, 11, and 12
- f. Lots 13 and 14

7. Each owner of Lots 1-14 shall become members of a homeowners association known as the Autumn Ridge Eighth Addition Homeowners Association ("Association"). Each Lot shall have one vote in this Association. Membership in this Association shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole

qualification of membership in the Association. A Lot shall not be construed to include a person or entity that holds an interest merely as security for the performance of an obligation. The purpose of the Association shall be to approve and govern the outside areas of Lots with townhomes, as well as perform lawn care and snow removal, and to perform such other activities as may be set forth in the Articles of Incorporation and Bylaws of Association. The Association shall have authority to establish membership fees and adjustments thereto and carry out maintenance and regular duties contemplated in this paragraph. All membership fees which are unpaid shall be assessed as a lien against the townhome, in the matter and as provided for in the Articles of Incorporation or Bylaws of the Association. Developer will not be required to pay Association fees on unsold Lots.

8. All buildings erected on said Lots shall be constructed in accordance with the building, plumbing, and electrical Codes of the City of Cedar Falls, Iowa.

9. Any dwelling that is erected on said Lots shall have a minimum setback as shown upon the attached plat. These setbacks shall apply to the main building structure, as well as any attached decks, porches, or sunrooms. In addition, no dwelling or other structure of any kind shall be placed in drainage easement areas, as the same are shown on the attached plat. Any and all drainage easements will be required to follow the "Stormwater Management Plan" and no building, fence structures, landscaping structures, private gardens or any other possible obstruction can be built in and over said drainage easements. Said Lot owners and/or contractors working on said Lots will be responsible to maintain said easements to be free and clear of any physical obstruction(s), thus allowing the conveyance of overland storm water runoff as intended per "Stormwater Management Plan" on record with the City of Cedar Falls Engineer's Office.

10. Pursuant to a Maintenance and Repair Agreement filed November 18, 2013, as Document No. 2014-10456 ("Maintenance and Repair Agreement"), certain real estate as described therein shall be a storm water management facility ("the Facility"), which shall benefit real estate as described therein, and this Development (collectively "the Benefited Property"). The Owner, B.N.K.D., Inc., shall perform the duties as required under the Maintenance and Repair Agreement, which affect such Facility, until, at the discretion of B.N.K.D., Inc., the maintenance is turned over to the Autumn Ridge Storm Water Drainage Association. The Developer has filed Articles of Incorporation and adopted Bylaws of the Autumn Ridge Storm Water Drainage Association. The purpose of the Association shall be to ensure compliance with the Maintenance and Repair Agreement with this Development and to perform such other functions as may be set forth in the Articles of Incorporation and Bylaws of said Association. This Association shall have authority to establish annual fees for membership in the Association, and shall have authority to adjust the annual membership fees as it deems appropriate to carry out maintenance duties described in this paragraph and as required under the Maintenance and Repair Agreement. The members of such Association shall consist of one representative each

Item F.2.z.

from the Homeowners Associations of each subdivision (whether currently or hereafter platted) for which any part is included in the Benefited Property, and the Owner. Each of the aforesaid Associations and Owner shall pay such annual fee to the Association to fund the activities of the Association, which fee shall be based upon the proportional square footage of real estate included in such subdivision (or, in the case of Owner, unplatted real estate) as compared to the Benefited Property. All such membership fees which are unpaid shall be assessed as a lien in the manner and as provided for in the Articles of Incorporation or Bylaws of the Association. The Owner reserves the right to plat unplatted areas of the Benefited Property, thereby adding additional member(s) to the Association. Upon conveyance of all real estate in the Benefited Property, the Owner shall no longer be a member in the Association.

11. No trailer, basement, tent, shack, garage, or shed erected in said Development shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary nature be permitted on any Lot.

12. The owner of each Lot, vacant or improved, shall keep said lot free of weeds and debris.

13. No residence shall be used as a place of business, except an in-home office, daycare, or community center as permitted by the City of Cedar Falls Zoning Ordinance. Permanent business signs of any kind will not be allowed in the Development. Developer reserves the right to rent, lease, or occupy a dwelling on a Lot for purposes of a sales office until said Lot is sold.

14. No obvious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Development.

15. Occupancy of any dwelling in the Development will not be allowed until the exterior and interior are substantially complete and an occupancy permit has been issued by the City of Cedar Falls.

16. All approaches and driveways in the Development shall be concrete.

17. No trailers, campers, boats, trucks, buses, RVs, semi-tractors, or garden tractors will be allowed to be parked outside a dwelling or on the street for a period exceeding 48 hours. After said time, such vehicles must be removed from the Development or completely stored within the garage of the dwelling.

18. No radio wave producing equipment shall be used that interferes with other

property owners. All TV, radio or other antennas, towers, and dishes must be installed and enclosed in an attic or garage, except that satellite dishes no larger than 24" in diameter will be allowed, but must not be visible from the street.

19. All electrical transmission lines and service entrances, all telephone lines and services therefor, all cable TV/fiber optic cable and service therefor, and all other utilities of whatever kind or nature, shall be installed underground on all Lots.

20. No animals, livestock, or poultry of any kind shall be kept on any Lots, except that dogs, cats, or other household pets may be kept, not exceeding two in number, provided they are not kept for commercial purposes. No pets of any kind will be allowed in any fenced-in areas of the Development green space not owned by individual Lot owners. Pets are not to be left outside and must be cleaned up after promptly. Obnoxious animals must be removed. No outdoor dog runs are allowed.

21. Any footing drain tiles or sump pump systems installed in conjunction with the construction of a residence shall be connected to sub-drain tile and shall not be expelled into any sanitary sewer system, onto the street or surface of the property.

22. The Developer or its successors will install a 4-foot wide concrete sidewalk four inches thick across the entire frontage of any Lot, and side of the Lot on any corner Lots, at the time of construction upon said Lot. It will install handicap ramps as provided by state law. Any Lots remaining vacant for five (5) years after the date of final approval of the plat, shall also be improved with sidewalks as soon as the construction season permits.

23. Tract "A" shall be deeded to the City of Cedar Falls, Iowa and used for road purposes.

24. All electrical transmission lines and service entrances, all telephone lines and services therefor, all cable TV/fiber optic cable and service therefor, and all other utilities of whatever kind or nature, shall be installed underground.

25. The undersigned and all persons and entities hereafter acquiring any right, title, or interest in any of the Lots in said Development shall be taken and held to have agreed and covenanted with the owners of all other Lots in this Development and with the respective successors and assigns of all of the rest of such other Lots to conform to and observe all of the foregoing covenants, restrictions, and stipulations as to the construction of building thereon, for a period of 21 years from the date of filing of said plat, and this deed of dedication for record. Within the period of 21 years and in accordance with Iowa Code § 614.24 and § 614.25 or their successor provisions, these covenants, restrictions, and stipulations may be extended for an additional period of 21 years upon compliance with § 614.24 and § 614.25 of the Code of Iowa.

Item F.2.z.

In the event an extension of the covenants, restrictions, and stipulations is not filed within the period of 21 years or successive 21-year periods, then the covenants, restrictions, and stipulations contained herein shall terminate at the end of the existing period of 21 years.

26. Invalidation of any of these covenants by judgment, decree, or court order, shall in no way affect any of the other provisions of this dedication and such other provisions shall remain in full force and effect.

27. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions here, it shall be lawful for any other person owning property in said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and for the purpose of preventing such acts or recovering damages for such violations or both, and for costs and reasonable attorney fees as determined by the court.

28. In an effort to minimize damage to adjacent properties and down stream water systems, each owner is required to comply with Association requirements in regard to construction yard waste and storm water runoff.

29. The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep in good order or to maintain the area between the curblines and the property line abutting their property including keeping said area free of holes, pitfalls, stumps of trees, fences, brick, stone, cement, stakes, posts or rods to which a metal, plastic or similar receptacle designed to hold newspapers are affixed, private irrigation or sprinkler systems, retaining walls, landscaping brick, block, stone, timber or other similar material, or any other similar obstructions. All mailboxes shall be clustered or grouped for the units, and shall not be placed between the curb line and the property line abutting the lots.

III. PUBLIC IMPROVEMENTS REQUIRED IN PLAT

Developer agrees:

1. That the streets shown in the Development, as shown on the attached plat, will be brought to City grade and that the streets will be thirty-one (31) feet, back of curb to back of curb, with approved hard surface pavement in accordance with City of Cedar Falls Standard Specifications.

2. The undersigned shall provide sanitary sewers for each Lot, together with all necessary manholes and sewer service line, to all Lots in the Development.

3. The underground utilities as required by the City of Cedar Falls Subdivision Ordinance, or as agreed upon with the City of Cedar Falls, shall be installed.

4. That City water will be provided for each Lot as required by the Cedar Falls Municipal Utilities.

5. The municipal fire hydrants will be provided as required by the Cedar Falls Municipal Utilities.

6. That storm sewer will be provided, along with subdrain tile along paving, as required by the City Engineer.

7. That a 4-foot-wide concrete sidewalk 4 inches thick will be installed on any unsold Lots, within 5 years after the date the plat is filed in the Office of the Recorder of Black Hawk County, Iowa, and the sidewalk shall be across the full width of the Lot, and on corner Lots, also across the parking and full length of the Lot. That handicap ramps will be provided as required by law. In the event that the City is required to construct the sidewalk as permitted in paragraph 8 below, a lien or liens may only be imposed against the Lot or Lots which require city construction and no other in the Development.

8. That the work and improvements called for herein shall be in accordance with City specifications under the supervision of the City Engineer. In the event that the undersigned, its grantees and assigns fail to complete work and improvements called for herein within one year from the date of the acceptance of said final plat by the City of Cedar Falls, Iowa, except as provided in Paragraph 7 above, the City may then make the improvements and assess the costs of the same to the respective Lots, and the undersigned agree that said assessments so levied shall be a lien on the respective Lots with the same force and effect as though all legal provisions pertaining to the levy of such special assessment have been observed, and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law. The owners, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of hearing and waive all statutory protections and limitations as to cost and assessments and agree that the City may install said improvements and assess the total costs thereof against the Lots.

9. That the work and improvements called for herein shall be in accordance with City specifications under the supervision of the City Engineer, and shall be completed within one year of the date of approval of the final Plat, except as provided in Paragraph 7 above. Further, the undersigned and its successors shall comply with site plan review and approval by the Cedar Falls Planning and Zoning Commission and the Cedar Falls City Council, relating to building

Item F.2.z.

and architecture, onsite parking, pedestrian access, and onsite landscaping and signage.

10. Developer shall construct and install all required public improvements within the subdivision plat, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa. Such required public improvements shall meet the following requirements:

- a. Shall be constructed and installed in a good and workmanlike manner;
- b. Shall be free of defects in workmanship or materials;
- c. Shall be free of any conditions that could result in structural or other failure of said improvements;
- d. Shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities;
- e. Shall be constructed and installed in strict compliance with the minimum acceptable specifications for the construction of public improvements set forth in the Cedar Falls Code of Ordinances, including without limitation, Chapter 24, Subdivisions, and as such specifications shall be recommended for approval by the City Engineer from time to time, and approved by the city council.

The Developer's construction plans are now on file in the Office of the City Engineer.

IN WITNESS WHEREOF, this instrument has been signed at Bremer, Iowa, this 31st day of October, 2018.

B.N.K.D., Inc.

By:


Ronda A. Happel, Vice President

Item F.2.z.

EXHIBIT A

Prepared By: Eric W. Johnson, P.O. Box 178, Waterloo, IA 50704-0178 (319)234-1766

After Recording Return To: Eric W. Johnson, P.O. Box 178, Waterloo, IA 50704-0178

Address Tax Statement to: No Change

**PROTECTIVE COVENANT AGREEMENT
FOR
LOTS ___ AND _____, AUTUMN RIDGE EIGHTH ADDITION
TO THE CITY OF CEDAR FALLS,
BLACK HAWK COUNTY, IOWA**

These protective covenants and restrictions are made this ___ day of _____, 20___, by the undersigned, B.N.K.D., Inc, collectively the current owner of the following described real estate located in Cedar Falls, Black Hawk County, Iowa:

Lots ___ and _____, Autumn Ridge Eighth Addition to the City of Cedar Falls, Black Hawk County, Iowa; and

WHEREAS, the undersigned desire to divide the above-described real estate and improvements thereon into two or three separate single-family townhomes laterally attached (sharing a common wall) with each townhome having separate access and utility service, and more particularly described on the attached Exhibit "A" ; and

WHEREAS, the undersigned desire to establish now and in the future the responsibilities for maintenance and repair of common walls, and for the maintenance and repair of all of the common aspects of the property; and

WHEREAS, the undersigned also desire to provide certain other covenants and restrictions with respect to this property.

NOW, THEREFORE, the undersigned hereby establish for the mutual benefit of all those who may purchase any portion of the above described property the following Protective Covenants and Restrictions on said property which shall be binding upon all of the present and future owners thereof as covenants running with the land:

1. The wall dividing the two or three laterally joined townhomes shall be a party wall and the owner of each townhome shall have the right to use said wall(s) jointly with the owner(s) of the other townhome(s) as provided for by Iowa law.

2. All common aspects, including but not limited to utilities, water, sanitary sewer, easements driveway, shall be party utilities and easements, and each owner of a townhome shall have the right to use such common aspects, up to the point of their division, jointly with each owner of the adjoining dwelling(s).

3. Should a common wall, common aspects, including but not limited to utilities, water, sanitary sewer, storm sewer, easements or driveway, or common areas, be destroyed, damaged, or require maintenance or repair for any reason, the owner of each townhome shall be jointly and severally liable with the owner(s) of the other townhome(s) for the costs reasonably necessary for replacement, maintenance and/or repair, except as may otherwise be set forth herein, provided that any sum received from joint insurance coverage shall first be applied to such replacements, maintenance, and repairs. It is especially understood, however, that if replacement, maintenance, and/or repairs are required because of the sole negligence of one of the owners of a townhome or said owner's family or invitees, the cost thereof shall be at such owner's sole expense.

4. No owner of a townhome shall in any way alter or change the common wall(s), interior decorations excepted, or any of the pipes, conduits, ducts, insulation, or special components located therein without the written consent of the owner of the other townhome(s).

5. Each owner of a townhome shall be solely responsible for repairing and/or replacing the roof covering such townhome. Each owner shall further be solely responsible for all replacement, maintenance and repairs of the interior and exterior of his or her townhome, except as otherwise provided herein, and shall keep the exterior of his or her townhome in good condition at all times.

6. Each owner of a townhome may repair and replace exterior components of such townhome with components similar to pre-existing components and of the same design and color, and may paint the exterior of such townhome with paint of pre-existing color or colors, but such owner may not, either in the course of ordinary replacement, maintenance, repair and remodeling, or in restoration after damage or destruction, use different siding, roofing or other exterior components, of a different design, material, or color scheme, unless the owner of the adjoining townhome gives a written consent to do so. Any proposed siding, roofing material, color scheme or other changes shall be in harmony with the design of the adjoining townhome(s).

7. Each owner of a townhome shall secure a policy or policies of fire and casualty

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insurance in sufficient amounts so as to completely cover the repair, restoration, or reconstruction of each townhome if necessary. In the event a townhome, or any portion thereof, shall suffer damage or destruction from any cause, each owner warrants to repair, restore, or reconstruct such townhome to its original condition. Each owner shall apply any and all insurance proceeds necessary to effectuate said repair, restoration, or reconstruction. Such repair, restoration, or reconstruction shall be done as soon as practicable.

8. If a common wall is damaged or destroyed by fire, other casualty, or by physical deterioration, the owner of either townhome may restore it, and shall have an easement over the adjoining townhome(s) reasonably necessary for such restoration, and the owner of the adjoining townhome(s) shall contribute to the cost of restoration on an equal basis, without prejudice, however, to the right of any such owner to call for a larger contribution from the other owner under any rules of law regarding liability for negligent or willful acts or omissions.

9. Each owner shall keep the portion of the lot upon which their townhome is located free of weeds and debris, and shall keep the lawn mowed and in good presentable condition.

10. No lot or townhome shall be used except for residential purposes. No obnoxious or offensive activity shall be conducted on any lot or in any townhome, nor shall anything be done thereon which may be an annoyance or nuisance to the residents of the other townhome. No trash, garbage or other waste, shall be kept outside of a townhome or garage. No pets shall be kept in or on the premises except for dogs, cats, and other common household pets, provided that they are not kept or maintained for any commercial purposes.

11. If any existing portion of a townhome or driveway encroaches upon an adjoining lot, or if any such encroachment shall hereafter arise because of scaling or shifting of the building or other unintentional cause, there shall be deemed to be an easement in favor of the owner of the encroaching townhome to the extent of such encroachment so long as the same shall exist.

12. Each owner of a townhome agrees to indemnify and hold harmless the owner of the adjoining townhome(s) from any mechanics liens arising from work done or material supplied for repairs, replacements, or improvements solely to their own townhome or property.

13. Nothing in these covenants and restrictions is intended in any way to limit the owner of a townhome from renting such townhome to third parties so long as the use of the townhome by such tenants is consistent with the provisions herein and applicable zoning regulations.

14. Each owner agrees that prior to selling their interest in the real estate, they shall first offer it to the owner of the attached townhome(s). This right of first refusal shall include contacting the owner of the other adjoining townhome prior to the sale of said real estate in order to allow him or her to make any offer which is determined to be reasonable by the selling owner. This right of first refusal shall also include the right to match any offer on the real estate by other parties within fourteen (14) days of receiving written notice of said offer.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Mayor and Council
FROM: David Sturch, Planner III
DATE: October 31, 2018
SUBJECT: Highway 1 District Site Plan Review – Raising Cane’s Sign Amendment

REQUEST: Site plan amendment; Raising Cane’s signage plan at 201 Viking Plaza Drive
PETITIONER: Reed Design Architects; CGA Engineering
LOCATION: East Viking Plaza Lot 1. West end of Viking Plaza Drive

PROPOSAL

It is proposed to amend the signage plan for the Raising Cane’s site at 201 Viking Plaza Drive. The restaurant wishes to add a freestanding monument sign near the northeast corner of their property.

BACKGROUND

The Raising Cane’s site plan was reviewed by the Planning and Zoning Commission on July 25, 2018. The Commission recommended approval of the site plan and forwarded this request to the City Council. The City Council approved the plan on August 6, 2018. The original site plan was for a new building, parking lot, landscaping and signage for the proposed Raising Cane’s restaurant. The plan at that time, included signage on the building and signage on Target’s multi-tenant sign on Viking Road and Highway 58. Recently, the architect requested a monument sign on the property after their signage plans changed. Raising Cane will no longer install a tenant panel sign on the aforementioned multi-tenant signs.

ANALYSIS

Since this request is a change from the approved site plan, review by the Planning and Zoning Commission and City Council is required. The Planning and Community Services Division have the following comments regarding the proposed monument sign for Raising Cane’s:

- 1) Signage: The HWY-1 District permits wall signs to cover 20% of the surface area of any one wall space. However, no more than two wall faces can be utilized for signage in the HWY-1 District. Freestanding signs are to be reviewed on a case by case basis by the Commission and City Council. It is the intent of the HWY-1 District to limit the size, height and number of on premise free-standing signage.

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Proposed Monument Sign



Example: Sign at another location

A signage plan was approved on the design of the building. Wall signage is identified on the north and west side of the building. The sign permits have been submitted and approved by city staff based on the site plan submittal to P&Z and City Council.

The architect indicated that they wish to amend their signage plan to include a monument sign for the restaurant. The proposed sign will be 6 feet in height and 22 square feet in area placed upon a 2 foot tall brick base. The monument sign will be supported by steel beams on both ends of the sign. These steel beams tie into the design of the building. The drawing below identifies steel awnings and sun shades over the windows and outdoor seating area for the proposed restaurant. **Amended signage plan satisfied.**



- 2) Setbacks: The setbacks apply to the building, parking lot and signage. The HWY-1 District requires a 20-foot setback around the perimeter of the "district" and 20 feet along the public streets. The 20-foot setback applies to the north, south and west side of the property. There are no internal setbacks along the east lot line. The site plan depicts the proposed monument off the northeast corner of the parking lot with a 20-foot setback along Viking Road. **Setbacks satisfied.**

PLANNING & ZONING COMMISSION SUMMARY

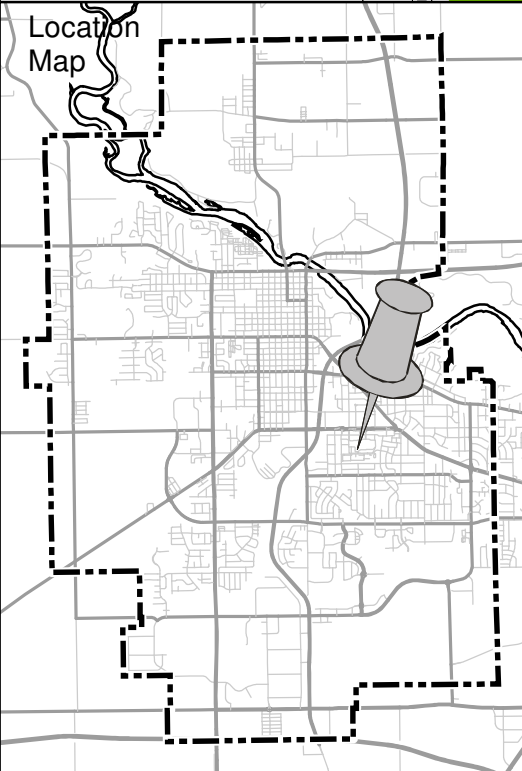
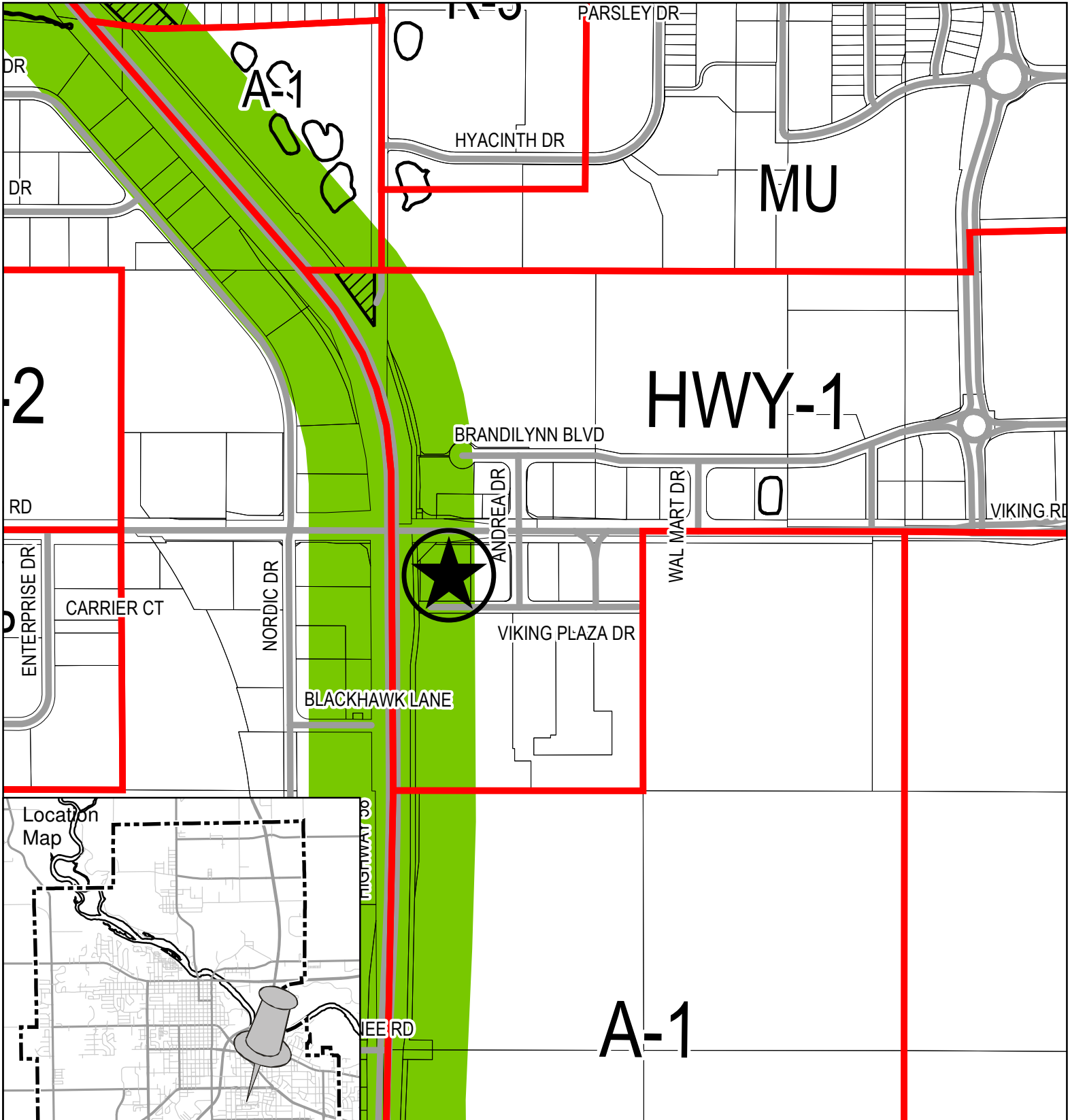
Vote 10/24/2018 Chair Oberle introduced the item and Mr. Graham provided background information. He noted that the Raising Cane's project was approved by Planning and Zoning and City Council in August, however at the time of site plan submittal there was no plan for free-standing signage. The original plan was to have wall signage and signage at the main entrance in the monument sign. There have been changes made since then and they will not be using

the main monument sign, but they would propose to use a free-standing sign at the northeast corner of the parking lot.

There were no other comments and the Commission approved this request.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the Raising Cane's amended signage plan.



CEDAR

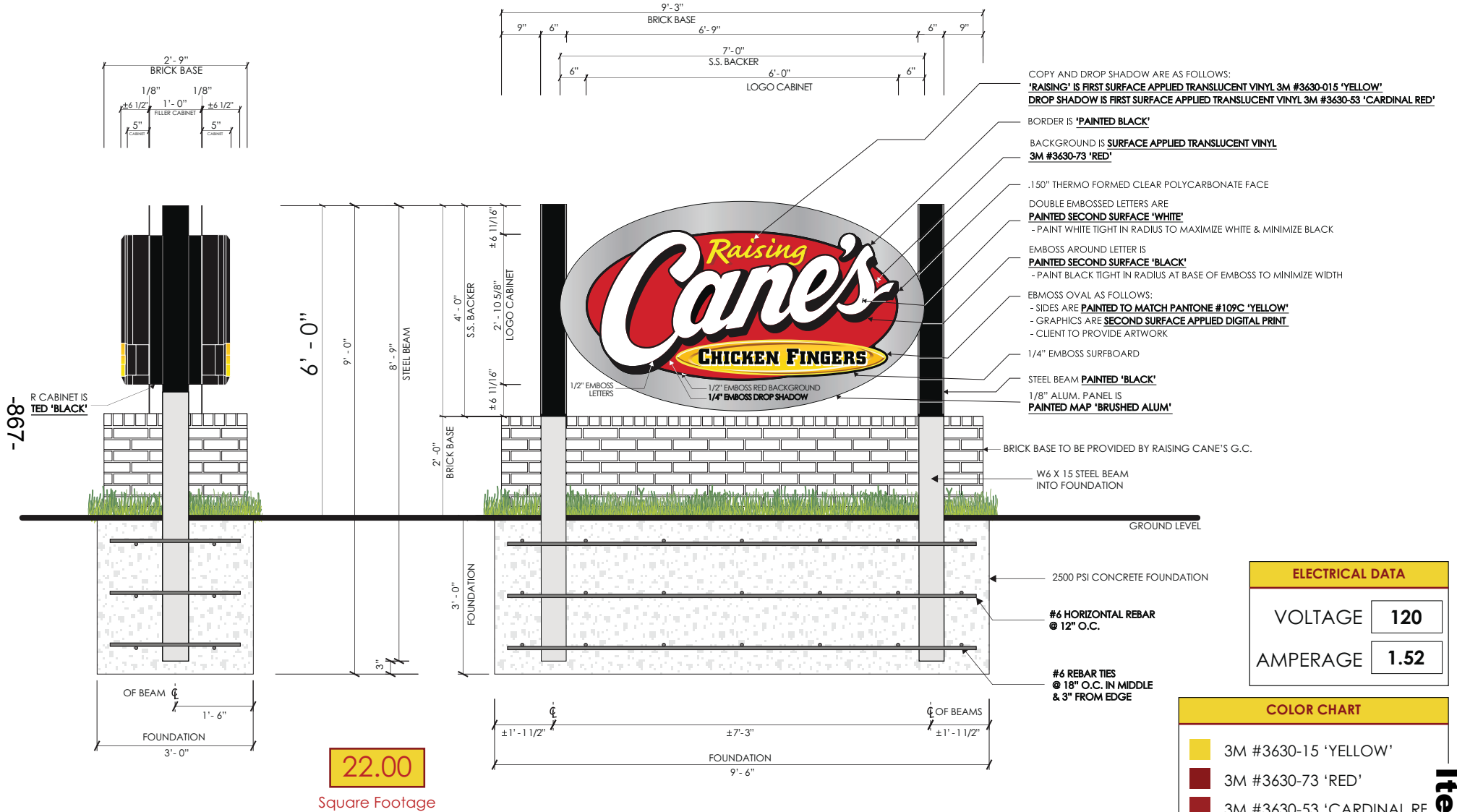


FALLS -865-

Iowa

Raising Cane's Signage Amendment

CUTSHEET
 Monument @ 6'-0" OAH
 DESIGN IS SUBJECT TO LL APPROVAL



Location: Altoona, IA

Site ID: SHV13

Date: 05/21/2018

AGI Rep: G.W.

AGI PM: Patience Casey

Drawn by: M. Folden

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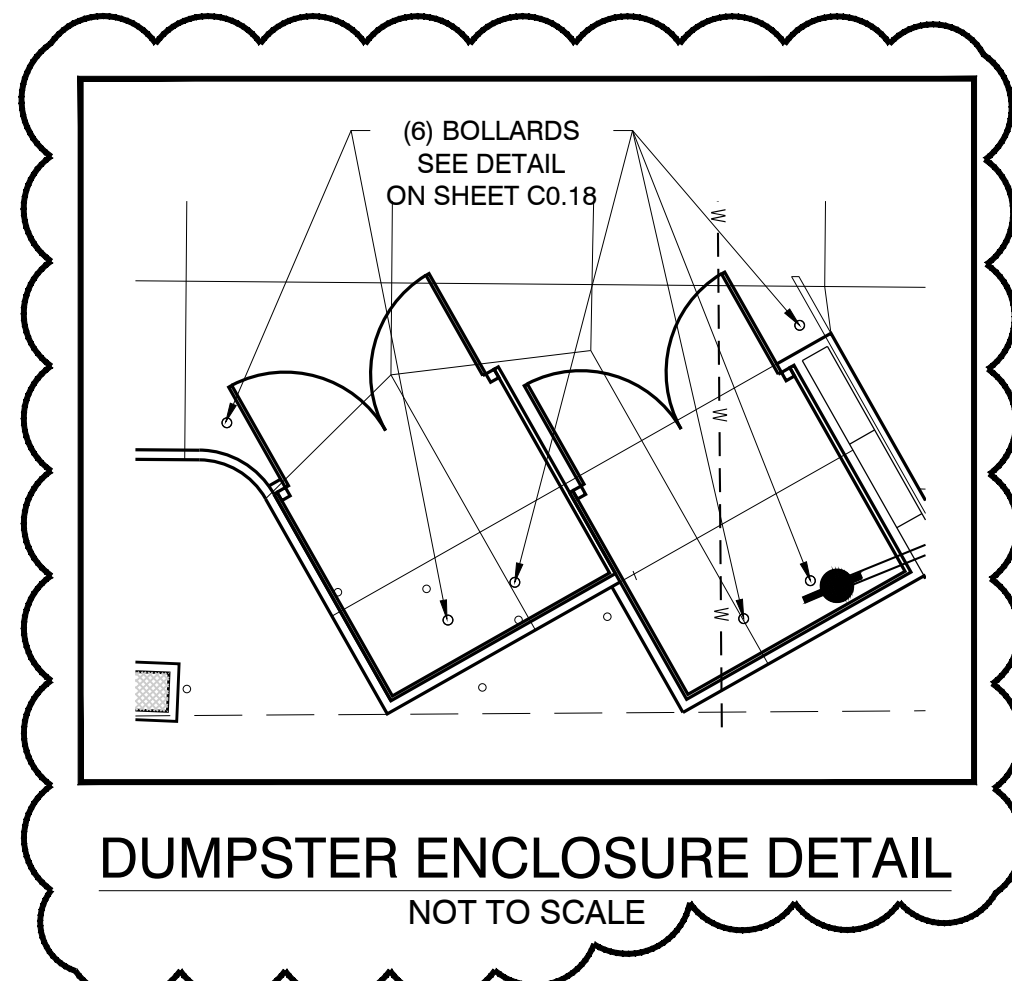
Item F.2.a.a.

LEGEND

EXISTING	PROPOSED	
		EVERGREEN TREE
		DECIDUOUS TREE
		SIGN (TYPE AS NOTED)
		POST
		BOLLARD
		FENCE
		TILE OUTLET
		SILT FENCE
		CONTOUR LINE
		SPOT ELEVATION
		BUILDING
		WATERLINE
		WATER VALVE
		FIRE HYDRANT
		WATER METER
		CURB STOP
		YARD HYDRANT
		POST INDICATOR VALVE
		SANITARY SEWER LINE
		STORM SEWER LINE
		DRAIN TILE
		SUBDRAIN
		MANHOLE
		CLEANOUT
		INTAKE
		BEEHIVE INTAKE
		GAS LINE
		GAS VALVE
		GAS METER
		OVERHEAD ELECTRICAL LINE
		BURIED ELECTRICAL LINE
		POWER POLE
		ELECTRICAL METER
		ELECTRICAL HIGHLINE TOWER
		TRAFFIC SIGNAL
		STREET LIGHT
		LUMINAIRE
		ELECTRICAL BOX/TRANSFORMER
		FIBER OPTICS LINE
		FIBER OPTICS BOX
		FIBER PEDESTAL
		TELEPHONE LINE
		TELEPHONE POLE
		TELEPHONE PEDESTAL
		TELEPHONE BOX
		CABLE TELEVISION LINE
		TELEVISION PEDESTAL
		TELEVISION BOX

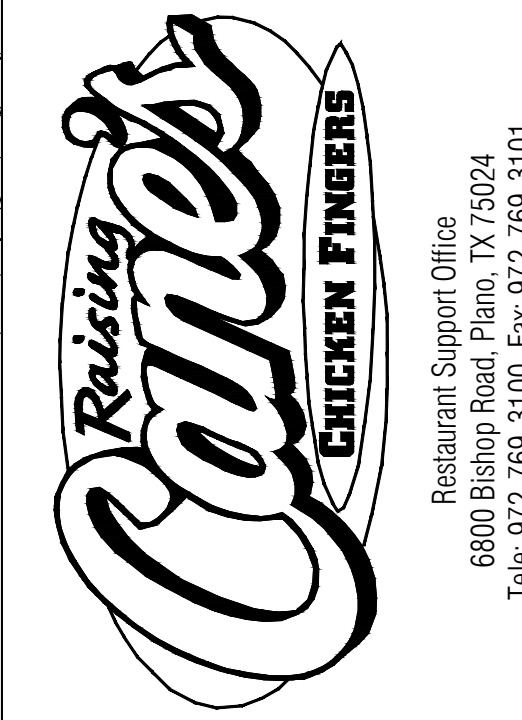
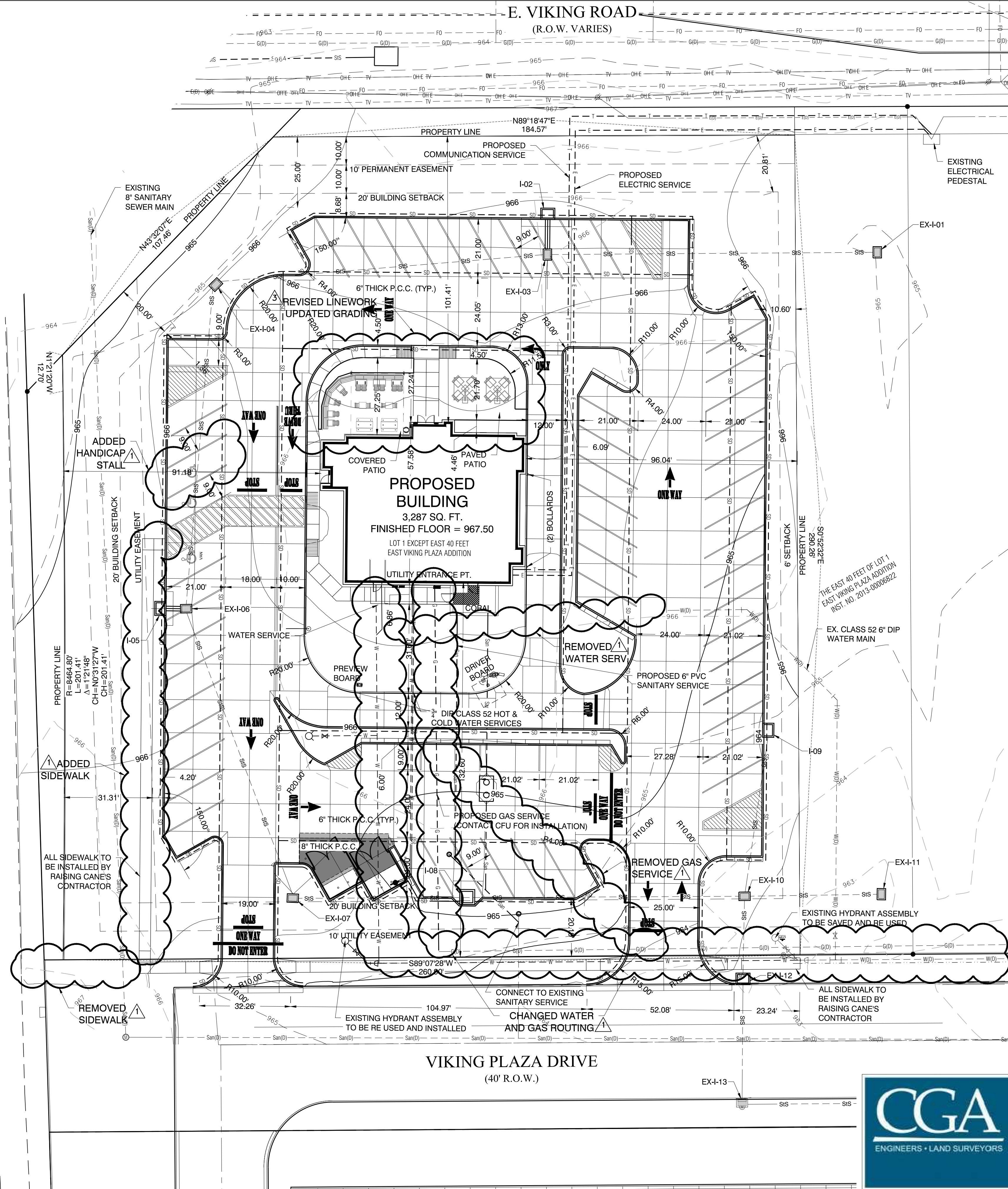
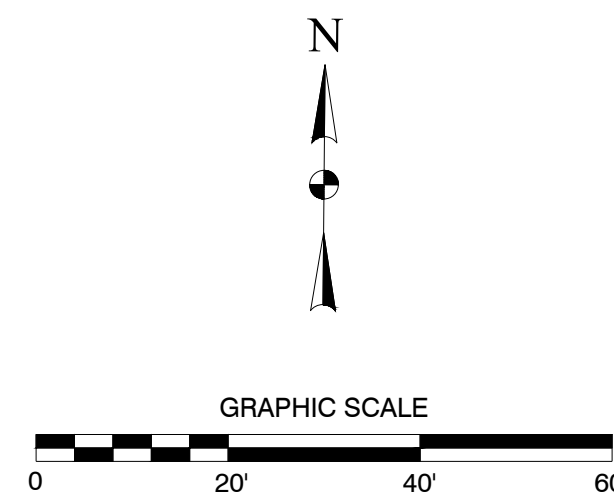
EXISTING	PROPOSED	
		SECTION/R.O.W. LINE
		BOUNDARY LINE
		PROPERTY LINE
		EASEMENT LINE
		SETBACK LINE
		R.O.W. RAIL OR LOT CORNER
		CONCRETE MONUMENT
		GOVERNMENT CORNER MONUMENT
		PARCEL OR LOT CORNER MONUMENT
		TEMP. CONSTRUCTION EASEMENT CORNER
		SURVEY CONTROL POINT

SITE NOTES:
 LOT AREA = 1.67 ACRES
 BUILDABLE AREA = 1.30 ACRES
 PARKING COUNT = 63 STALLS
 PARKING STALL COUNT CHANGED



DUMPSTER AREA SHIFTED EAST WHICH ALSO ADJUSTED THICKENED PAVEMENT AREA.

EXISTING TRAIL TO BE REMOVED BY OTHERS



Store: **RAISING CANE'S OUTLOT 1**
Viking Plaza Dr. Cedar Falls, IA 50613
Prototype 1 ERD Store SHV 12

Professional of Record: DARYL ALBERTSON

DATE: 06-08-2018
 Designer's Information:



Prototype Issue Date:
 Date Issued: June 8th, 2018

FOR PERMIT

Revisions:

1	7/13/2018	ADDENDUM #1
2	7/31/2018	ADDENDUM #2
3	8/22/2018	ADDENDUM #3

Sheet Title: **DESIGN COORDI SITE PLAI**

Project Number:
 Drawn By:

Sheet Number:



Item F.2.a.a.

CO.01



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Iris Lehmann, Planner I
DATE: October 25, 2018
SUBJECT: Design review of a property in the Central Business District Overlay

REQUEST: Design review for a “new” sign band on the front façade of 321 Main Street

PETITIONER: Lisa Richter, LBL Life by Lisa LLC

LOCATION: 321 Main Street, LBL

PROPOSAL

The tenant of 321 Main Street, Lisa Richter (LBL), has installed a sequin wall panel on the top half of the storefront façade to act as a sign band behind the existing wall sign. See images below. This work was completed without city approval or permits. The applicant submitted the application for review in response to a letter sent by the City’s Code Enforcement Officer outlining the necessary steps for approval.



Prior storefront



Current storefront

BACKGROUND

This item requires review by the Planning and Zoning Commission and the City Council since this property is located within the Central Business District (Section 29-168). The downtown

Item F.2.ab.

district requires a building site plan review (i.e. design review) for any “substantial improvement” to an exterior façade, including a color or material change. A substantial improvement to properties in the CBD Overlay is defined in Section 29-186(c) and reads as follows:

“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.”

ANALYSIS

This property is located in a C-3, commercial zoning district, and falls within the Central Business District Overlay. As noted above, all substantial improvements to structures within the overlay district shall be reviewed by the Planning and Zoning Commission and City Council. The improvement is the first of its type in the overlay and will set a precedent for similar future projects. The following is an evaluation of the project:

1. Proportion: The proportions of the building are not being altered. This criterion does not apply.
2. Roof shape, pitch and direction: The roof of the building is not being altered. This criterion does not apply.
3. Pattern: The surfaces and openings of this structure will remain the same. This criterion does not apply.
4. Building Composition: The composition of the building will remain the same. This criterion does not apply.
5. Window and transparency: The size, proportion and type of windows on the building are not changing. This criterion does not apply.
6. Materials and texture: The applicant has installed a decorative wall panel over the former painted sign band that consists of silver sequins made out of composite material. See material sample to the right. The wall panel has been mounted over the existing painted wood paneling with screws. In this way the improvement does not interfere with the integrity of the building and can be easily removed. To add to the visual interest the sequins are mounted so they dangle from the panel. In this way the band is continuously sparkling as the sequins are moved by the wind.



The materials section of the code does not directly address this type of material. However, this section requires that materials and textures of buildings in the surrounding area be considered in the design review. There are no buildings in the

immediate surrounding, or in the downtown overlay, which use similar materials as part of their facade. Conversely, sign bands and signage in general are intended to be elements of a storefront that are unique and draw attention to the business, so it is not unusual to use creative approaches to create visual interest or use color or materials that differ from the primary and more permanent wall materials. While there may be differing opinions about the attractiveness of this material, staff does not believe using a unique material on the sign band should be grounds for denial based on this standard, unless there is evidence that the material will deteriorate quickly, will damage the façade of the building, or will be the predominate material on the façade. In this case, there is no evidence that the material is deteriorating, the installed panel can be removed without damage to the primary materials used for the façade of this building, and will not be used on areas of the façade outside the sign band. Staff finds that the proposal is not counter to the primary intent of this standard.

7. Color: The applicant installed a decorative wall panel that consists of silver sequins. The proposal does not utilize the earth or neutral tones that are common to the district. However, 15% of the façade is permitted to be an accent and fall outside of this color spectrum. The affected area is approximately 100 square feet (5 wide by 20 feet long). The front façade of 321 Main Street is approximately 40 feet tall and 20 feet wide for total façade surface area of approximately 800 square feet. The improvement covers approximately 12.5% of the façade. Including the purple area on the bottom right corner of the storefront, almost 15% of the façade would fall under the accent category. This criterion is met.
8. Architectural features: The architectural features of the building are remaining the same. This criterion does not apply.
9. Building Entries: The entry to the building will not change. This criterion does not apply.
10. Exterior mural wall drawings, painted artwork, exterior painting. This criterion does not apply for this review
11. Signage: The improvement covers the sign band located behind the sign, but is not the sign itself. This criterion does not apply.

TECHNICAL COMMENTS

No comments.

PLANNING & ZONING COMMISSION

Discussion/Vote 10/24/2018 Planner Lehmann presented the proposal to the Planning and Zoning Commission. Commissioner Holst noted that he felt conflicted on this item. Commissioner Saul stated that she was in favor of the project and felt that it brought excitement to the downtown. Commissioner Arntson asked if staff's recommendation would be different if the wall panel was not already mounted. Lehmann answered that it would not affect the recommendation. There were no other questions or comments. The sign band was approved unanimously.

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STAFF RECOMMENDATION

The Planning and Zoning Commission and the Community Development Department recommend approval of the submitted sign band for 321 Main Street.

Attachments: Letter of intent from business owner
Additional details about completed work
Complaint received on 10/24/18 about the project



321 Main St
Cedar Falls, IA 50613

September 19, 2018

Iris E Lehmann
City Planner I
City Hall
220 Clay Street
Cedar Falls, IA 50613

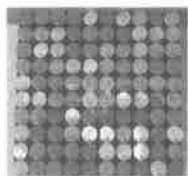
Simple upgrade to existing signage of our business. We were given permission from our landlord Tim Schilling to make the upgrade. It was a very simple upgrade no major construction or equipment used, just a drill and screws. It covers up an ugly outdated wood paneling and enhances the look of my nine-year-old business which employees one full time and three part-time people.

Sincerely,

Lisa M Richter
LBL Life by Lisa LLC
321 Main St
Cedar Falls, IA 50613
319-266-6497
www.loveLBL.com
<https://www.facebook.com/lblitzonmain>

Patent sequin panel 2018 decorative wall panel / size of each panel is 30cm by *30cm and there are 100 sequins on each panel. Space covered 56 1/2 inches tall 245" inches wide (143.51cm * 645.16cm)

Panel Dimension	30cm x 30cm
Number of sequins	100 PCS
Assembled panel with Nail thickness	About 1.8cm
Assembled panel weight	269g to 285g
Sequin material	Composite material (UV Protection)
Panel material	Composite material



Item F.2.ab.

BEFORE



AFTER



From: **Mary Taylor**
Date: Wed, Oct 24, 2018 at 1:35 PM
Subject: P & Z tonight
To:

Good afternoon,

You have on your agendas tonight review of a sign at LBL on Main Street. I'd just like to register my concern with the staff recommendation that it be allowed to remain.

I have been a downtown resident for 16 years and have been a member of the CMS design committee for about seven years, so I'm pretty invested in our downtown. I've read the staff report and understand their logic in recommending the use of the silver metallic material be allowed for sign purposes, as in their outline of criteria it does meet the standards. However, this is a relatively new material and hadn't come up for consideration before or in a timely manner when the guidelines were recently updated. Des Moines has disallowed it for their downtown district.

I find it not in keeping with our historic downtown and think the message it sends is contradictory to the image we've worked hard to create, maintain and build, which is a family-friendly, arts and culture destination. Imagine three or four storefronts in a row with something similar, is that the message we want to send about our Main Street and downtown?

At the design meeting last week, Iris Lehmann mentioned there hadn't been any complaints to the city. That doesn't mean people aren't talking about it and you can consider this a complaint.

Thank you,
Mary Taylor



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: October 31, 2018
SUBJECT: Property Acquisition: Lois Rieger, John Rieger, Rick Rieger and Steven Rieger
Location: W. Viking Road and S. Union Road, just west of the West Viking Road Industrial Park.

Attached for your review and approval is the Offer to Buy Real Estate and Acceptance with Lois Rieger, John Rieger, Rick Rieger and Steven Rieger (formerly Rieger Farms, LLC) for the purchase of their 126.07 acre (more or less) property located just west of the West Viking Road Industrial Park, along Viking Road and S. Union Road. The City has been working with the Rieger's for the past several months towards this possible property acquisition.

For the past several months, staff has been meeting to discuss potential strategic land acquisitions for the continued long term development of the Cedar Falls Industrial Parks. The primary factors driving this recommended acquisition include:

- The property is located adjacent to the City's existing West Viking Road Industrial Park, which was platted in a way that future expansion of the industrial park could expand onto this property.
- The 126.07-acre property will provide the City an option to provide larger sites for large-scale developments, which the City currently has limited options for.
- The purchase price of \$2,647,470 (\$21,000 per acre) is a favorable price for the City of Cedar Falls.

The 126.07 acre purchase from the Rieger's was first presented to City Council in Executive Session on June 18, 2018 with a positive indication to pursue the acquisition. Subsequent discussions with City Council in Executive Session occurred on September 17, 2018 and October 1, 2018 to update Council on the ongoing discussions with the property owners. The long term development of this property would be for the

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expansion of the West Viking Road Industrial Park, which is located directly to the east of this property. We anticipate future potential large site projects will be high quality, high valuation, and create employment opportunities.

As noted, the agreed upon purchase price is \$21,000 per acre, or **\$2,647,470**. The existing farm lease that the owner's had in place has been terminated for 2019, and the City will investigate whether infrastructure installation can start within the next year or if a Farm Lease Request for Proposal should be sent out for this property in order to generate revenue until the property is ready for infrastructure installation. Any potential future farm income from this property would be paid to the City of Cedar Falls.

Payment for this purchase would be made from the City's Economic Development Fund. The \$2,647,470 expenditure will then be reimbursed in its entirety from the Unified Highway 58 Corridor Urban Renewal Plan (TIF District) when debt is next certified by the City prior to December 1, 2019. Please note that this property is currently not within the Unified Highway 58 Corridor Urban Renewal Area, however staff is currently working on a Plan amendment where this property will be added to the Unified Highway 58 Corridor Urban Renewal Plan prior to closing on the purchase of the property in January 2019. The Plan amendment should be before City Council in December 2018.

Attached for your review is the Offer to Buy Real Estate and Acceptance contract prepared by City Attorney Kevin Rogers covering the entire 126.07 acres owned by Lois Rieger, John Rieger, Rick Rieger, and Steven Rieger. The attached document has been executed by all of the above property owners.

RECOMMENDATION

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

1. Resolution approving and authorizing execution of an Offer to Buy Real Estate and Acceptance for 126.07 acres, more or less, of farm real estate owned by Lois Rieger, John Rieger, Rick Rieger, and Steven Rieger.

If the Offer to Buy Real Estate and Acceptance is approved by City Council on November 5, 2018, staff anticipates closing on the property on January 10, 2019, and acceptance of the applicable Warranty Deed would be on the following City Council agenda.

The proposed acquisition of the Rieger property is consistent with the following established City Council Organizational Goals:

Organizational Goal 6: Create an environment conducive to economic development.

Long Term & On-going Objective: 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.

If you have any questions regarding the proposed purchase offer, please contact the Community Development Department.

xc: Stephanie Houk Sheetz, Director of Community Development
Karen Howard, Planning & Community Services Manager
Kevin Rogers, City Attorney
Jennifer Rodenbeck, Director of Finance & Business Operations



OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Lois K. Rieger, John D. Rieger, Rick A. Rieger and Steven L. Rieger, as tenants in common, Sellers:

- 1. REAL ESTATE DESCRIPTION. The Buyers offer to buy real estate in Black Hawk County, Iowa, described as follows:
See Addendum

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; c. any easements of record for public utilities, roads and highways, and d. (consider: liens, mineral rights; other easements; interests of others.)
N/A

designated the Real Estate; provided Buyers, on possession, are permitted to make the following use of the Real Estate: Any lawful purpose

- 2. PRICE. The purchase price shall be \$ 2,647,470.00, payable at Black Hawk County, Iowa, as follows: In cash in full payment, payable in equal amounts of \$661,867.50 to each Seller on the date of closing and possession

- 3. REAL ESTATE TAXES. Sellers shall pay real estate taxes prorated to the date of possession

and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

- 4. SPECIAL ASSESSMENTS.
 - A. Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of acceptance of this offer.
 - B. If A. IS STRICKEN, then Sellers shall pay all installments of special assessments which are a lien on the Real Estate and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.
 - C. All other special assessments shall be paid by Buyers.

- 5. RISK OF LOSS AND INSURANCE. Risk of loss prior to Seller's delivery of possession of the Real Estate to Buyers shall be as follows:
 - A. All risk of loss shall remain with Sellers until possession of the Real Estate shall be delivered to Buyers.
 - B. IF A. IS STRICKEN, Sellers shall maintain \$ _____ of fire, windstorm and extended coverage insurance on the Real Estate until possession is given to Buyers and shall promptly secure endorsements to the appropriate insurance policies naming Buyers as additional insureds as their interests may appear. Risk of loss from such insured hazards

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shall be on Buyers after Sellers have performed under this paragraph and notified Buyers of such performance. Buyers, if they desire, may obtain additional insurance to cover such risk.

6. CARE AND MAINTENANCE. The Real Estate shall be preserved in its present condition and delivered intact at the time possession is delivered to Buyers, provided, however, if 5.a. is stricken and there is loss or destruction of all or any part of the Real Estate from causes covered by the insurance maintained by Sellers, Buyers agree to accept such damaged or destroyed Real Estate together with such insurance proceeds in lieu of the Real Estate in its present condition and Sellers shall not be required to repair or replace same.
 7. POSSESSION. If Buyers timely perform all obligations, possession of the Real Estate shall be delivered to Buyers on January 10, 2019, with any adjustments of rent, insurance, and interest to be made as of the date of transfer of possession.
 8. FIXTURES. All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.) N/A
-
9. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
 10. ABSTRACT AND TITLE. Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of acceptance of this offer, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in conformity with this agreement, Iowa law and Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.
 11. DEED. Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYERS.
 12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Sellers, immediately preceding acceptance of this offer, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full rights of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 11.
 13. JOINDER BY SELLER'S SPOUSE. Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed or real estate contract for this purpose.
 14. TIME IS OF THE ESSENCE. Time is of the essence in this contract.
 15. REMEDIES OF THE PARTIES
 - A. If Buyers fail to timely perform this contract, Sellers may forfeit it as provided in the Iowa

Code, and all payments made shall be forfeited or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.

- B. If Sellers fail to timely perform this contract, Buyers have the right to have all payments made returned to them.
- C. Buyers and Sellers also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

16. STATEMENT AS TO LIENS. If Buyers intend to assume or take subject to a lien on the Real Estate, Sellers shall furnish Buyers with a written statement from the holder of such lien, showing the correct balance due.

17. SUBSEQUENT CONTRACT. Any real estate contract executed in performance of this contract shall be on a form of the Iowa State Bar Association.

18. APPROVAL OF COURT. If the sale of the Real Estate is subject to Court approval, the fiduciary shall promptly submit this contract for such approval. If this contract is not so approved, it shall be void.

19. CONTRACT BINDING ON SUCCESSORS IN INTEREST. This contract shall apply to and bind the successors in interest of the parties.

20. CONSTRUCTION. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

21. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

22. TIME FOR ACCEPTANCE. If this offer is not accepted by Sellers on or before December 10, 2018 it shall become void and all payments shall be repaid to the Buyers.

23. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Delete inappropriate alternatives below. If no deletions are made, the provisions set forth in Paragraph A shall be deemed selected.

A. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

~~B. The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.~~

~~C. Seller and Buyer agree that this transaction IS exempt from the time of transfer-inspection requirements by reason that _____~~

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24. OTHER PROVISIONS.

A. Sellers warrant that a farm lease of the subject real estate with Peter Schneider has been terminated and the sale shall not be subject to any farm lease for the 2019 crop year, unless entered into by the Buyer after closing and possession by Buyer.

B. This Offer to Buy Real Estate and Acceptance is subject to approval by the City Council of the City of Cedar Falls, Iowa.

Accepted *SR GR RR*

Dated *10/22/18*

SELLERS

BUYERS

Lois K. Rieger

Name: Lois K. Rieger

City of Cedar Falls, Iowa

SS# _____

by

Address: *4414 Nostalgia Lane*
Waterloo, IA 50701

James P. Brown, Mayor

John D. Rieger

Name: John D. Rieger

Attest:

SS# _____

Jacqueline Danielsen, MMC, City Clerk

Address: *6815 Streeker Road*
Cedar Falls, IA 50613

Rick A R

Name: Rick A. Rieger

SS# _____

Address: *1701 Bremer Rd*
Waverly Ia 50677

Ste L Rieger

Name: Steven L. Rieger

SS# _____

Address: *2703 Huntington Rd*
Waterloo IA 50701

Addendum

Northwest Quarter of Section No. 34, Township No. 89 North, Range No. 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, except the West 800 feet of the North 1200 feet thereof, and except Parcel "A" as described in document no. 2015-20750.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN OFFER TO BUY REAL ESTATE AND ACCEPTANCE FOR 126.07 ACRES, MORE OR LESS, OF FARM REAL ESTATE OWNED BY LOIS RIEGER, JOHN RIEGER, RICK RIEGER, AND STEVEN RIEGER

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has been presented with a proposed Offer to Buy Real Estate and Acceptance between Lois, John, Rick and Steven Rieger, and the City of Cedar Falls, Iowa, for the sale and purchase of 126.07 acres of farm real estate, legally described as

Northwest Quarter of Section No. 34, Township No. 89 North, Range No. 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, except the West 800 feet of the North 1200 feet thereof, and except Parcel "A" as described in document no. 2015-20750;

and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and authorize execution of said Offer to Buy Real Estate and Acceptance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the Offer to Buy Real Estate and Acceptance for the sale of 126.07 acres of farm real estate legally described herein, by Lois Rieger, John Rieger, Rick Rieger, and Steven Rieger, to the City of Cedar Falls, Iowa, a copy of which Offer to Buy Real Estate and Acceptance was presented at this meeting, be and the same is hereby authorized and approved, and that the Mayor and City Clerk are hereby authorized to execute said Offer to Buy Real Estate and Acceptance on behalf of the City of Cedar Falls, Iowa.

ADOPTED this 5th day of November 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

INTEROFFICE MEMORANDUM
Administration Division

TO: Mayor Brown and City Council
FROM: Stephanie Houk Sheetz, Director of Community Development
DATE: October 31, 2018
SUBJECT: Iowa Highway 57/W. 1st Street
City/State Preconstruction Agreement
Agreement No. 2018-4-269
DOT Project No. NHSX-057-1(29)--3H-07

Steps toward design and construction of the Highway 57/W. 1st Street improvement project started in 2013 with the preparation of the Environmental Assessment (EA). The EA evaluates the purpose and need for the project, finding this corridor needs upgrading and modernizing. The project will improve the pavement condition, provide pedestrian access and mobility, upgrade the roadway geometry to current design standards, reduce conflicts with through traffic, improve access management and update the utility accommodations. A five lane facility was recommended as the preferred alternative. On August 7, 2017, the City and DOT entered into a joint agreement to design the project and an agreement with a consultant for final design was approved on September 5, 2017. Right of way acquisition is underway, with DOT bidding anticipated in February 2019.

Before bidding the project, the City and State must execute a preconstruction agreement. The agreement identifies the construction funding participation of the City and the State. Attached is the proposed agreement, indicating the construction costs would be split 50-50 between the City and the DOT. There are several improvements considered ineligible for DOT funds: water, sanitary sewer, lighting, and the public utility easement. Cedar Falls Utilities will be participating in some of those costs as well as other utility companies.

Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY18-FY20 under item number 91. The preconstruction agreement lists the overall project cost at \$15,114,254.50, with \$8,541,923.50 provided by the Local Public Agency. The agreement provides that should the project cost be higher than estimated, they would be shared 50-50 for eligible items.

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The Community Development Department has reviewed this agreement. Staff recommends that the City Council approve and execute the attached Iowa Department of Transportation Preconstruction Agreement for the construction of Iowa Highway 57/W. 1st Street.

Please feel free to contact me with questions or for additional information.

xc: Ron Gaines, City Administrator
Kevin Rogers, City Attorney

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- b. The LPA shall reimburse the DOT for its share of the project costs estimated at \$8,541,923.50, as shown in Exhibit A. The amount paid by the LPA upon completion of construction and proper billing by the DOT will be determined by the actual quantities in place and the accepted bid at the contract letting.
- c. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

- a. Iowa 57 through-traffic will be maintained during the majority of construction.
- b. It will be necessary to temporarily close Iowa 57 for the replacement of the railroad crossing and reinforced box culvert storm sewer outlet structure between Iowa Street and Walnut Street.
- c. The DOT will temporarily close the highway project area by formal action in accord with Iowa Code section 306.41. Iowa 57 through-traffic will be detoured off of the project. The LPA will authorize the DOT to erect and maintain signs within its jurisdiction, consistent with Part 6 of the "Manual on Uniform Traffic Control Devices", as necessary to direct traffic to and along said detour route during the construction period. The DOT will also remove said signs when the detour is discontinued. Details will be shown on the traffic control sheet(s) within the project plans. A separate detour agreement will be negotiated and the LPA will be eligible for compensation for the detour in accordance with the DOT Detour Policy.
- d. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.

4. Right of Way and Utilities

- a. Full acquisition parcels acquired for the project in the name of the DOT will be sold under the provisions outlined in Iowa Code 306.23. All excess parcels sold will be split 50% DOT/50% LPA. It is the intent of both parties the excess land will be sold as soon as the project is complete and the parcels are processed.
- b. Subject to the provisions hereof, the LPA in accordance with 761 Iowa Administrative Code Chapter 150.3(1)c and 150.4(2) will remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA will also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.
- c. The LPA agrees to relocate all LPA-owned utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.

5. Construction & Maintenance

- a. New lighting and/or traffic signal construction for this project shall be provided under guidelines established in 761 Iowa Administrative Code Chapter 150. The DOT shall construct traffic signal installations all at project cost. Lighting which is requested by the LPA will be paid for entirely by the LPA at no cost to the DOT or project. If constructed, the LPA shall accept ownership of and responsibility for future energy and maintenance costs of those lighting and/or traffic signal units which lie within the corporate boundaries.

6. General Provisions

- a. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.

July 2014

- b. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- c. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- d. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2018-4-269 as of the date shown opposite its signature below.

CITY OF CEDAR FALLS:

By: _____ Date _____, 20____.
 Title: Mayor

I, _____, certify that I am the Clerk of the City, and that
 _____, who signed said Agreement for and on behalf of the City
 was duly authorized to execute the same on the ____ day of _____, 20____.

Signed: _____
 City Clerk of Cedar Falls, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
 E. Jon Ranney
 District Engineer
 District 2

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EXHIBIT A

Estimated Project Costs

COST ESTIMATE BREAKDOWN	TOTAL	DOT	LPA
Roadway (Division 1)	\$9,066,109.00	\$4,533,054.50	\$4,533,054.50
Water (Division 2)	\$963,122.00		\$963,122.00
Sanitary Sewer (Division 3)	\$615,087.00		\$615,087.00
Lighting (Division 4)	\$184,800.00		\$184,800.00
Design (Division 1)	\$647,310.00	\$323,655.00	\$323,655.00
Design (Division 2, 3, 4)	\$44,042.00		\$44,042.00
ROW	\$1,755,527.00	\$877,763.50	\$877,763.50
ROW Services	\$419,106.00	\$209,553.00	\$209,553.00
PUE Design	\$57,035.00		\$57,035.00
PUE ROW	\$105,506.50		\$105,506.50
Railroad	\$350,000.00	\$175,000.00	\$175,000.00
Construction Administration	\$906,610.00	\$453,305.00	\$453,305.00
TOTAL:	\$15,114,254.50	\$6,572,331.00	\$8,541,923.50

Daily Invoices for Council Meeting 11/5/18

PREPARED 11/01/2018, 12:52:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 04/2019

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-0000-216.00-00 CURRENT LIABILITY / OVERPAYMENTS										
638		04/19 AP		10/19/18	0391805	FROZEN YOGURT OF IOWA LLC REF:OVERPAYMENT-COMM.INSP	18.80		10/26/18	
ACCOUNT TOTAL							18.80	.00	18.80	
101-1008-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
630		04/19 AP		10/12/18	0004071	ADVANTAGE ADMIN-SECT.105 HEALTH INS. REIMBURSEMENT	21.48		11/01/18	
ACCOUNT TOTAL							21.48	.00	21.48	
101-1008-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
654		04/19 AP		10/19/18	0391793	RODENBECK, JENNIFER RMB:MEAL-IMFOA CONF-JACQU	11.87		10/24/18	
ACCOUNT TOTAL							11.87	.00	11.87	
101-1028-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
630		04/19 AP		10/26/18	0004074	ADVANTAGE ADMIN-SECT.105 HEALTH INS. REIMBURSEMENT	62.89		11/01/18	
630		04/19 AP		10/26/18	0004074	ADVANTAGE ADMIN-SECT.105 HEALTH INS. REIMBURSEMENT	174.15		11/01/18	
ACCOUNT TOTAL							237.04	.00	237.04	
101-1028-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
654		04/19 AP		10/19/18	0391793	RODENBECK, JENNIFER RMB:MEAL-IMFOA CONF.-LISA	11.88		10/24/18	
654		04/19 AP		10/19/18	0391793	RODENBECK, JENNIFER RMB:MEAL-IMFOA CONF.-JEN	11.87		10/24/18	
654		04/19 AP		10/12/18	0391793	RODENBECK, JENNIFER RMB:FUEL-EMPL.LAW UPDATE	25.59		10/24/18	
ACCOUNT TOTAL							49.34	.00	49.34	
101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES										
630		04/19 AP		10/31/18	0004083	FARMERS STATE BANK VERIDIAN INCOMING WIRE	12.00		11/01/18	
630		04/19 AP		10/31/18	0004084	FARMERS STATE BANK LSB OUTGOING WIRE	20.00		11/01/18	
630		04/19 AP		10/31/18	0004085	FARMERS STATE BANK GREAT WEST. OUTGOING WIRE	20.00		11/01/18	
630		04/19 AP		10/24/18	0004082	FARMERS STATE BANK VOYA OUTGOING WIRE	20.00		11/01/18	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1028-441.89-17						MISCELLANEOUS SERVICES / BANK SERVICE CHARGES				
630	04/19 AP	10/10/18		0004081		FARMERS STATE BANK	20.00			11/01/18
						VOYA OUTGOING WIRE				10/12/18
						ACCOUNT TOTAL	92.00	.00	92.00	
101-1060-423.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				
630	04/19 AP	10/05/18		0004072		ADVANTAGE ADMIN-SECT.105	17.34			11/01/18
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	17.34	.00	17.34	
101-1060-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
630	04/19 AP	10/02/18		0004093		PROFESSIONAL SOLUTIONS	90.86			11/01/18
						SEPTEMBER CREDIT CARD FEE				
						ACCOUNT TOTAL	90.86	.00	90.86	
101-1199-421.31-10						HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE				
643	04/19 AP	10/17/18		0391787		KAREN CANTOR	25.00			10/22/18
						RMB:DVD SOLD				
						ACCOUNT TOTAL	25.00	.00	25.00	
101-1199-441.81-03						PROFESSIONAL SERVICES / RECORDING FEES				
670	04/19 AP	10/23/18		0391797		BLACK HAWK CO.RECORDER	7.00			10/26/18
						RCD:LIEN RLS.-A.LAWRENCE				
						AMANDA LAWRENCE				
670	04/19 AP	10/23/18		0391797		BLACK HAWK CO.RECORDER	17.00			10/26/18
						RCD:RESOLUTION #21,267				
670	04/19 AP	10/23/18		0391797		BLACK HAWK CO.RECORDER	12.00			10/26/18
						RCD:PUB.HEARING-DEV.AGRMT				
						SIX KIDS, LLC				
670	04/19 AP	10/23/18		0391797		BLACK HAWK CO.RECORDER	22.00			10/26/18
						RCD:RESOLUTION #21,272				
670	04/19 AP	10/23/18		0391797		BLACK HAWK CO.RECORDER	22.00			10/26/18
						RCD:MIN.ASSESS.AGREEMENT				
						SIX KIDS, LLC				
670	04/19 AP	10/23/18		0391797		BLACK HAWK CO.RECORDER	17.00			10/26/18
						RCD:MEMO AGRMT.-PRIV.DEV.				
						SIX KIDS, LLC				
670	04/19 AP	10/23/18		0391797		BLACK HAWK CO.RECORDER	17.00			10/26/18
						RCD:QUIT CLAIM DEED				
						SIX KIDS, LLC				
654	04/19 AP	10/18/18		0391792		BLACK HAWK CO.RECORDER	52.00			10/24/18
						RCD:NTC.FNL.ASSESS.PROC.				
						DEKOCK-804 SEERLEY BLVD.				
654	04/19 AP	10/18/18		0391792		BLACK HAWK CO.RECORDER	52.00			10/24/18
						RCD:NTC.FNL.ASSESS.PROC.				
						DEKOCK-216 IOWA STREET				
596	04/19 AP	10/10/18		0391752		BLACK HAWK CO.RECORDER	42.00			10/12/18
						RCD:RESOLUTION #21,273				
						NTC.FNL.ASSESS.PRC.-BECK				
596	04/19 AP	10/10/18		0391752		BLACK HAWK CO.RECORDER	42.00			10/12/18

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1199-441.81-03						PROFESSIONAL SERVICES / RECORDING FEES				
						RCD:RESOLUTION #21,274				
						NTC.FNL.ASSESS.PRC.-DAVIS				
596				04/19 AP	10/10/18 0391752	BLACK HAWK CO.RECORDER	32.00			10/12/18
						RCD:RESOLUTION #21,275				
						NTC.FNL.ASSESS.PRC-MCGRAW				
596				04/19 AP	10/10/18 0391752	BLACK HAWK CO.RECORDER	12.00			10/12/18
						RCD:RESOLUTION #21,278				
						NTC.FNL.ASSESS.PRC-MCGRAW				
596				04/19 AP	10/10/18 0391752	BLACK HAWK CO.RECORDER	12.00			10/12/18
						RCD:LIEN NTC.& PROM.NOTE				
						815 OLIVE ST.-M.SEYMOUR				
						ACCOUNT TOTAL	358.00	.00		358.00
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
670				04/19 AP	10/10/18 0391801	CEDAR FALLS UTILITIES	160.33			10/26/18
						UTILITIES THRU 10/10/18				
630				04/19 AP	10/02/18 0004100	PROFESSIONAL SOLUTIONS	186.85			11/01/18
						SEPTEMBER CREDIT CARD FEE				
630				04/19 AP	10/01/18 0004118	WELLS FARGO BANK, N.A.	30.00			11/01/18
						9/5/18 WIRE TRANSFER FEE				
						ACCOUNT TOTAL	377.18	.00		377.18
101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS										
686				04/19 AP	10/30/18 0391821	TREASURER, STATE OF IOWA	10.00			10/30/18
						UNCLAIMED CK:END 06/30/16				
						REFUND-DAVID VAN EM				
686				04/19 AP	10/30/18 0391821	TREASURER, STATE OF IOWA	10.00			10/30/18
						UNCLAIMED CK:END 06/30/16				
						REFUND-EMILY WHITE				
685				04/19 AP	10/14/15 0314297	DAVID VAN EMAN		10.00		10/30/18
						VOID CHECK-LOST				
						REF:GIS ANALYST TEST FEE				
685				04/19 AP	10/14/15 0314298	EMILY WHITE		10.00		10/30/18
						VOID CHECK-LOST				
						REF:GIS ANALYST TEST FEE				
						ACCOUNT TOTAL	20.00	20.00		.00
101-2225-432.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
630				04/19 AP	10/12/18 0004071	ADVANTAGE ADMIN-SECT.105	44.90			11/01/18
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	44.90	.00		44.90
101-2225-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE										
596				04/19 AP	10/01/18 0391754	CENTURYLINK	41.09			10/12/18
						CEDAR RIVER GAUGE-SEP'18				
						ACCOUNT TOTAL	41.09	.00		41.09

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GROUP	PO	ACCTG	----TRANSACTION----					CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
								POST DT	
FUND 101 GENERAL FUND									
101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
630		04/19 AP		10/02/18	0004096	PROFESSIONAL SOLUTIONS	887.78		11/01/18
						SEPTEMBER CREDIT CARD FEE			
630		04/19 AP		10/02/18	0004097	PROFESSIONAL SOLUTIONS	1,261.81		11/01/18
						SEPTEMBER CREDIT CARD FEE			
ACCOUNT TOTAL							2,149.59	.00	2,149.59
101-2245-442.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
630		04/19 AP		10/05/18	0004072	ADVANTAGE ADMIN-SECT.105	10.79		11/01/18
						HEALTH INS. REIMBURSEMENT			
ACCOUNT TOTAL							10.79	.00	10.79
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
670		04/19 AP		10/22/18	0391813	ZOLONDEK, JOHN	43.22		10/26/18
						RMB:PSO FIRE EQUIPMENT			
						AMAZON.COM			
670		04/19 AP		10/10/18	0391809	LADAGE, ZACH	43.22		10/26/18
						RMB:PSO FIRE EQUIPMENT			
						AMAZON.COM			
670		04/19 AP		10/01/18	0391813	ZOLONDEK, JOHN	21.52		10/26/18
						RMB:PSO FIRE EQUIPMENT			
						AMAZON.COM			
ACCOUNT TOTAL							107.96	.00	107.96
101-4511-414.85-01 UTILITIES / UTILITIES									
596		04/19 AP		09/27/18	0391753	CEDAR FALLS UTILITIES	1,069.50		10/12/18
						UTILITIES THRU 09/27/18			
ACCOUNT TOTAL							1,069.50	.00	1,069.50
101-4511-414.89-14 MISCELLANEOUS SERVICES / REFUNDS									
713		05/19 AP		10/30/18	0391823	FRANK ESSER	125.00		11/01/18
						REF:RENT.PERMIT-1931 IOWA			
605		04/19 AP		10/15/18	0391768	LARRY SWEETING	62.50		10/16/18
						REF:RENT.PERMIT-209 22ND			
						209 W. 22ND STREET			
ACCOUNT TOTAL							187.50	.00	187.50
101-5521-415.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
630		04/19 AP		10/12/18	0004071	ADVANTAGE ADMIN-SECT.105	100.00		11/01/18
						HEALTH INS. REIMBURSEMENT			
630		04/19 AP		10/05/18	0004072	ADVANTAGE ADMIN-SECT.105	100.00		11/01/18
						HEALTH INS. REIMBURSEMENT			
ACCOUNT TOTAL							200.00	.00	200.00

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
670		04/19 AP		10/10/18	0391801	CEDAR FALLS UTILITIES	141.28			10/26/18
						UTILITIES THRU 10/10/18				
630		04/19 AP		10/02/18	0004098	PROFESSIONAL SOLUTIONS	6.45			11/01/18
						SEPTEMBER CREDIT CARD FEE				
596		04/19 AP		09/27/18	0391753	CEDAR FALLS UTILITIES	27.89			10/12/18
						UTILITIES THRU 09/27/18				
						ACCOUNT TOTAL	175.62	.00		175.62
101-5521-415.72-20						OPERATING SUPPLIES / OFFICERS EQUIPMENT				
596		04/19 AP		10/03/18	0391757	JOHANNSEN, BRIAN	125.37			10/12/18
						RMB:OPT.EQUIP.-POUCHES TACTICAL TAILOR INC				
596		04/19 AP		09/07/18	0391759	MARCOTTE, MIKE	37.44			10/12/18
						RMB:OPT.EQUIP.-MAG.CLIP SCHEELS				
						ACCOUNT TOTAL	162.81	.00		162.81
101-5521-415.72-33						OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM				
686		04/19 AP		09/27/18	0391817	LINDLEY, ANGIE	80.00			10/30/18
						RMB:UNIFORM ALLOWANCE LINDA GERICKE				
						ACCOUNT TOTAL	80.00	.00		80.00
101-5521-415.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
686		04/19 AP		10/30/18	0391821	TREASURER, STATE OF IOWA	18.28			10/30/18
						UNCLAIMED CK:END 06/30/16 RMB-KELSIE FRIICHTENICHT				
670		04/19 AP		10/17/18	0391809	LADAGE, ZACH	38.91			10/26/18
						RMB:TRVL.-MIRT IN-SVC.TRG JOHNSTON				
686		04/19 AP		10/17/18	0391815	CARMAN, GAVIN	13.00			10/30/18
						RMB:MEAL-LESS LETHAL INST JOHNSTON				
686		04/19 AP		10/16/18	0391815	CARMAN, GAVIN	52.00			10/30/18
						RMB:HTL.-CHEM.MUNIT.INST. JOHNSTON				
713		05/19 AP		10/09/18	0391829	OLSON, JEFFREY	498.11			11/01/18
						RMB:TRVL.-POL.CHIEF CONF. ORLANDO, FL				
596		04/19 AP		09/28/18	0391755	FERGUSON, CLINTON	46.61			10/12/18
						RMB:MEALS-FTO SCHOOL RAYMOND				
596		04/19 AP		09/28/18	0391757	JOHANNSEN, BRIAN	40.68			10/12/18
						RMB:MEALS-FTO SCHOOL RAYMOND				
605		04/19 AP		09/28/18	0391774	ZOLONDER, JOHN	45.09			10/16/18
						RMB:MEALS-FTO SCHOOL RAYMOND				
685		04/19 AP		02/24/16	0315265	HOMEISTER, KELSIE		18.28		10/30/18
						VOID CHECK-LOST RMB:MEALS-SIZE DIFF.TRNG.				
						ACCOUNT TOTAL	752.68	18.28		734.40

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ACCOUNT ACTIVITY LISTING

GROUP	PO	ACCTG	-----TRANSACTION-----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-5521-415.86-05						REPAIR & MAINTENANCE / EQUIPMENT REPAIRS			
596		04/19 AP		09/27/18	0391753	CEDAR FALLS UTILITIES	108.88		10/12/18
						UTILITIES THRU 09/27/18			
						ACCOUNT TOTAL	108.88	.00	108.88
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
670		04/19 AP		10/22/18	0391813	ZOLONDEK, JOHN	101.65		10/26/18
						RMB:UNIFORM ALLOWANCE THOMPSON SHOES			
670		04/19 AP		10/17/18	0391804	FEY, THOMAS	161.80		10/26/18
						RMB:UNIFORM ALLOWANCE DANNER			
670		04/19 AP		10/16/18	0391812	SCHULTZ, JEFFREY	160.49		10/26/18
						RMB:UNIFORM ALLOWANCE SCHEELS			
670		04/19 AP		10/12/18	0391811	O'NEILL, DENNIS	96.27		10/26/18
						RMB:UNIFORM ALLOWANCE SCHEELS			
596		04/19 AP		10/09/18	0391756	HOWARD, MARK A.	53.49		10/12/18
						RMB:UNIFORM ALLOWANCE SCHEELS			
670		04/19 AP		10/05/18	0391808	HAISLET, MICHAEL	101.10		10/26/18
						RMB:UNIFORM ALLOWANCE ROCKY BOOTS			
670		04/19 AP		10/03/18	0391808	HAISLET, MICHAEL	108.45		10/26/18
						RMB:UNIFORM ALLOWANCE GALLS			
670		04/19 AP		10/01/18	0391813	ZOLONDEK, JOHN	120.85		10/26/18
						RMB:UNIFORM ALLOWANCE AMAZON.COM			
						ACCOUNT TOTAL	904.10	.00	904.10
101-7703-423.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND									
629		04/19 AP		10/17/18	0391777	CEDAR FALLS MUNICIPAL BAND	11,122.92		10/18/18
						PROPERTY TAX PAYMENT			
						ACCOUNT TOTAL	11,122.92	.00	11,122.92
101-7713-433.85-01 UTILITIES / UTILITIES									
670		04/19 AP		10/10/18	0391801	CEDAR FALLS UTILITIES	204.55		10/26/18
						UTILITIES THRU 10/10/18			
596		04/19 AP		09/27/18	0391753	CEDAR FALLS UTILITIES	174.23		10/12/18
						UTILITIES THRU 09/27/18			
						ACCOUNT TOTAL	378.78	.00	378.78
101-7716-446.85-01 UTILITIES / UTILITIES									
670		04/19 AP		10/10/18	0391801	CEDAR FALLS UTILITIES	6,394.95		10/26/18
						UTILITIES THRU 10/10/18			
596		04/19 AP		09/27/18	0391753	CEDAR FALLS UTILITIES	916.04		10/12/18
						UTILITIES THRU 09/27/18			
						ACCOUNT TOTAL	7,310.99	.00	7,310.99

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ACCOUNT ACTIVITY LISTING

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-7723-423.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
630		04/19 AP		10/12/18	0004071	ADVANTAGE ADMIN-SECT.105	500.00		11/01/18
						HEALTH INS. REIMBURSEMENT			
						ACCOUNT TOTAL	500.00	.00	500.00
101-7723-423.85-01						UTILITIES / UTILITIES			
670		04/19 AP		10/10/18	0391801	CEDAR FALLS UTILITIES	785.54		10/26/18
						UTILITIES THRU 10/10/18			
						ACCOUNT TOTAL	785.54	.00	785.54
101-7733-423.85-01						UTILITIES / UTILITIES			
670		04/19 AP		10/10/18	0391801	CEDAR FALLS UTILITIES	877.34		10/26/18
						UTILITIES THRU 10/10/18			
596		04/19 AP		09/27/18	0391753	CEDAR FALLS UTILITIES	920.55		10/12/18
						UTILITIES THRU 09/27/18			
						ACCOUNT TOTAL	1,797.89	.00	1,797.89
101-7753-423.61-12						SALARIES / PLAYGROUND WAGES			
686		04/19 AP		10/30/18	0391821	TREASURER, STATE OF IOWA	150.95		10/30/18
						UNCLAIMED CK:END 06/30/16			
						WAGES-TUCKER SINK			
						ACCOUNT TOTAL	150.95	.00	150.95
101-7753-423.61-25						SALARIES / ADULT EXERCISE WAGES			
686		04/19 AP		10/30/18	0391821	TREASURER, STATE OF IOWA	35.09		10/30/18
						UNCLAIMED CK:END 06/30/16			
						WAGES-JULIANN BOLINE			
686		04/19 AP		10/30/18	0391821	TREASURER, STATE OF IOWA	17.54		10/30/18
						UNCLAIMED CK:END 06/30/16			
						WAGES-JULIANN BOLINE			
						ACCOUNT TOTAL	52.63	.00	52.63
101-7753-423.72-50						OPERATING SUPPLIES / SPECIAL EVENT SUPPLIES			
686		04/19 AP		10/30/18	0391821	TREASURER, STATE OF IOWA	50.00		10/30/18
						UNCLAIMED CK:END 06/30/16			
						CURREN MATTHIAS OFFICIAT.			
685		04/19 AP		03/14/16	0315156	CURREN MATTHIAS		50.00	10/30/18
						VOID CHECK-LOST			
						3 ON 3 OFFICIATING-3/14			
						ACCOUNT TOTAL	50.00	50.00	.00
101-7753-423.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)			
596		04/19 AP		10/07/18	0391761	WILMOT, MEGAN	12.40		10/12/18

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-7753-423.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) RMB:TOLLS-FITNESS CONV. CHICAGO, IL				continued
					ACCOUNT TOTAL		12.40	.00	12.40	
101-7753-423.85-01						UTILITIES / UTILITIES				
670		04/19 AP		10/10/18	0391801	CEDAR FALLS UTILITIES UTILITIES THRU 10/10/18	7,019.92			10/26/18
					ACCOUNT TOTAL		7,019.92	.00	7,019.92	
101-7753-423.85-05						UTILITIES / POOL UTILITIES				
670		04/19 AP		10/10/18	0391801	CEDAR FALLS UTILITIES UTILITIES THRU 10/10/18	1,866.01			10/26/18
					ACCOUNT TOTAL		1,866.01	.00	1,866.01	
101-7753-423.89-04						MISCELLANEOUS SERVICES / SALES TAX				
630		04/19 AP		10/18/18	0004089	IOWA DEPT.OF REVENUE SEMI MONTHLY SALES TAX RECREATION	1,532.28			11/01/18
630		04/19 AP		10/09/18	0004088	IOWA DEPT.OF REVENUE SEMI MONTHLY SALES TAX RECREATION	1,154.37			11/01/18
					ACCOUNT TOTAL		2,686.65	.00	2,686.65	
101-7753-423.89-14						MISCELLANEOUS SERVICES / REFUNDS				
686		04/19 AP		10/30/18	0391821	TREASURER, STATE OF IOWA UNCLAIMED CK:END 06/30/16 REFUND-BARB SCHILF	35.00			10/30/18
629		04/19 AP		10/17/18	0391778	CHARLIE MURPHY	37.50			10/18/18
685		04/19 AP		02/11/16	0314991	BARB SCHILF VOID CHECK-LOST REF:-AQUATRIM CLASS		35.00		10/30/18
					ACCOUNT TOTAL		72.50	35.00	37.50	
101-7753-423.89-15						MISCELLANEOUS SERVICES / CREDIT CARD CHARGES				
630		04/19 AP		10/10/18	0004078	COMMUNITY BANKERS MERCHANT SV SEPTEMBER CREDIT CARD FEE	79.78			11/01/18
630		04/19 AP		10/10/18	0004107	VANTIV INTEGRATED PAYMENT SOL GATEWAY FEES 9/1-9/30/18	50.00			11/01/18
630		04/19 AP		10/02/18	0004101	PROFESSIONAL SOLUTIONS SEPTEMBER CREDIT CARD FEE	6.95			11/01/18
630		04/19 AP		10/02/18	0004102	PROFESSIONAL SOLUTIONS SEPTEMBER CREDIT CARD FEE	6.95			11/01/18
630		04/19 AP		10/02/18	0004103	PROFESSIONAL SOLUTIONS	595.14			11/01/18

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-7753-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES							continued			
SEPTEMBER CREDIT CARD FEE										
ACCOUNT TOTAL							738.82	.00	738.82	
101-7780-423.61-54 SALARIES / INSTRUCTORS										
686		04/19 AP		10/30/18	0391821	TREASURER, STATE OF IOWA	30.71		10/30/18	
UNCLAIMED CK:END 06/30/16 WAGES-EVAN STOCK										
ACCOUNT TOTAL							30.71	.00	30.71	
101-7780-423.72-25 OPERATING SUPPLIES / MILEAGE										
713		05/19 AP		10/07/18	0391824	GINGERICH, TRAVIS	286.13		11/01/18	
RMB:MILEAGE-10/5-10/7/18										
ACCOUNT TOTAL							286.13	.00	286.13	
101-7780-423.72-72 OPERATING SUPPLIES / PRODUCTS FOR RESALE										
596		04/19 AP		10/09/18	0391758	JOHNSON, TERESA	60.00		10/12/18	
5 CALENDARS FOR RESALE										
596		04/19 AP		10/09/18	0391760	RUSSELL-STEUART, JULIE	183.14		10/12/18	
MERCHANDISE FOR RESALE										
ACCOUNT TOTAL							243.14	.00	243.14	
101-7780-423.85-01 UTILITIES / UTILITIES										
670		04/19 AP		10/10/18	0391801	CEDAR FALLS UTILITIES	529.25		10/26/18	
UTILITIES THRU 10/10/18										
ACCOUNT TOTAL							529.25	.00	529.25	
101-7780-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
686		04/19 AP		10/30/18	0391821	TREASURER, STATE OF IOWA	35.00		10/30/18	
UNCLAIMED CK:END 06/30/16 REFUND-BRITTANY TIBBEN										
713		05/19 AP		10/30/18	0391830	PAM CORRELL	250.00		11/01/18	
REFUND-SECURITY DEPOSIT										
685		04/19 AP		05/17/16	0315527	BRITTANY TIBBEN		35.00	10/30/18	
VOID CHECK-LOST REF.-WITHDREW FROM CLASS										
ACCOUNT TOTAL							285.00	35.00	250.00	
101-7780-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
630		04/19 AP		10/10/18	0004078	COMMUNITY BANKERS MERCHANT SV	17.32		11/01/18	
SEPTEMBER CREDIT CARD FEE										

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-7780-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES							continued			
630		04/19 AP		10/02/18	0004094	PROFESSIONAL SOLUTIONS SEPTEMBER CREDIT CARD FEE	58.63			11/01/18
ACCOUNT TOTAL							75.95	.00	75.95	
FUND TOTAL							43,310.51	158.28	43,152.23	
FUND 203 TAX INCREMENT FINANCING										
203-0000-487.50-05 TRANSFERS OUT / TRANSFERS - TIF										
629		04/19 AP		10/17/18	0391782	DEBT SERVICE	1,531,677.90			10/18/18
629		04/19 AP		10/17/18	0391776	CAPITAL PROJECTS FUND PROPERTY TAX PAYMENT	54,032.86			10/18/18
629		04/19 AP		10/17/18	0391776	CAPITAL PROJECTS FUND PROPERTY TAX PAYMENT	30,507.42			10/18/18
629		04/19 AP		10/17/18	0391776	CAPITAL PROJECTS FUND PROPERTY TAX PAYMENT	8,734.64			10/18/18
ACCOUNT TOTAL							1,624,952.82	.00	1,624,952.82	
FUND TOTAL							1,624,952.82	.00	1,624,952.82	
FUND 206 STREET CONSTRUCTION FUND										
206-7737-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
630		04/19 AP		10/19/18	0004073	ADVANTAGE ADMIN-SECT.105 HEALTH INS. REIMBURSEMENT	132.84			11/01/18
ACCOUNT TOTAL							132.84	.00	132.84	
206-7737-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL										
670		04/19 AP		10/10/18	0391801	CEDAR FALLS UTILITIES UTILITIES THRU 10/10/18	105.09			10/26/18
ACCOUNT TOTAL							105.09	.00	105.09	
206-7737-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
670		04/19 AP		10/23/18	0391803	EHMEN, RICK (PUB.WOR RMB:REG.PEST MGMT.COURSE	35.00			10/26/18
ACCOUNT TOTAL							35.00	.00	35.00	
206-7737-436.85-01 UTILITIES / UTILITIES										

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-7737-436.85-01 UTILITIES / UTILITIES						continued				
670		04/19 AP		10/10/18	0391801	CEDAR FALLS UTILITIES	39.37			10/26/18
		UTILITIES THRU 10/10/18								
596		04/19 AP		09/27/18	0391753	CEDAR FALLS UTILITIES	1,897.04			10/12/18
		UTILITIES THRU 09/27/18								
ACCOUNT TOTAL							1,936.41	.00		1,936.41
206-7737-436.92-63 STRUCTURE IMPROV & BLDGS / UNIV AVE RECONSTRUCTION										
686		04/19 AP		10/30/18	0391821	TREASURER, STATE OF IOWA	200.00			10/30/18
		UNCLAIMED CK:END 06/30/16								
686		04/19 AP		10/30/18	0391821	TREASURER, STATE OF IOWA	200.00			10/30/18
		UNCLAIMED CK:END 06/30/16								
685		04/19 AP		03/10/16	0315137	U.S. BANK NATIONAL ASSOCIATIO		200.00		10/30/18
		VOID CHECK-LOST								
PROJECT#:		021996								
685		04/19 AP		03/10/16	0315138	UNITED STATES CELLULAR OPERAT		200.00		10/30/18
		VOID CHECK-LOST								
PROJECT#:		021996								
ACCOUNT TOTAL							400.00	400.00		.00
206-7747-436.85-01 UTILITIES / UTILITIES										
670		04/19 AP		10/10/18	0391801	CEDAR FALLS UTILITIES	696.79			10/26/18
		UTILITIES THRU 10/10/18								
596		04/19 AP		09/27/18	0391753	CEDAR FALLS UTILITIES	1,305.45			10/12/18
		UTILITIES THRU 09/27/18								
ACCOUNT TOTAL							2,002.24	.00		2,002.24
FUND TOTAL							4,611.58	400.00		4,211.58
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
695		05/19 AP		11/01/18	0035348	COOK CO.HOUSING AUTHORITY	768.00			10/31/18
		HAP_Goldstein K 112018								
695		05/19 AP		11/01/18	0035342	BAUCH, JAMES C	647.00			10/31/18
		HAP_Prior D 112018								
695		05/19 AP		11/01/18	0035342	BAUCH, JAMES C	374.00			10/31/18
		HAP_Cochran C 112018								
695		05/19 AP		11/01/18	0035393	SMITH, LOUIS R.	515.00			10/31/18
		HAP_Cody I 112018								
695		05/19 AP		11/01/18	0035393	SMITH, LOUIS R.	227.00			10/31/18
		HAP_MOFFETT J 112018								

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
695		05/19 AP		11/01/18	0035393	SMITH, LOUIS R.	545.00			10/31/18
		HAP McCalister R 112018								
695		05/19 AP		11/01/18	0035389	RINNELS, DOUGLAS G.	635.00			10/31/18
		HAP Leiss L 112018								
695		05/19 AP		11/01/18	0035389	RINNELS, DOUGLAS G.	285.00			10/31/18
		HAP Woock J 112018								
695		05/19 AP		11/01/18	0035403	WEVERINK, TOM	365.00			10/31/18
		HAP Stewart J 112018								
695		05/19 AP		11/01/18	0035382	OLSON & ESTATES LLC	369.00			10/31/18
		HAP Bakel P 112018								
695		05/19 AP		11/01/18	0035382	OLSON & ESTATES LLC	300.00			10/31/18
		HAP Himes G 112018								
695		05/19 AP		11/01/18	0035382	OLSON & ESTATES LLC	301.00			10/31/18
		HAP Dawson S 112018								
695		05/19 AP		11/01/18	0035382	OLSON & ESTATES LLC	370.00			10/31/18
		HAP Halterman A 112018								
695		05/19 AP		11/01/18	0035382	OLSON & ESTATES LLC	189.00			10/31/18
		HAP Stevens B 112018								
695		05/19 AP		11/01/18	0035382	OLSON & ESTATES LLC	347.00			10/31/18
		HAP Hepker D 112018								
695		05/19 AP		11/01/18	0035382	OLSON & ESTATES LLC	364.00			10/31/18
		HAP Graves D 112018								
695		05/19 AP		11/01/18	0035382	OLSON & ESTATES LLC	370.00			10/31/18
		HAP Weaver J 112018								
695		05/19 AP		11/01/18	0035382	OLSON & ESTATES LLC	380.00			10/31/18
		HAP Hoth P 112018								
695		05/19 AP		11/01/18	0035359	EXCEPTIONAL PERSONS, INC.	332.00			10/31/18
		HAP Easterling R 112018								
695		05/19 AP		11/01/18	0035359	EXCEPTIONAL PERSONS, INC.	375.00			10/31/18
		HAP Vaughn R 112018								
695		05/19 AP		11/01/18	0035359	EXCEPTIONAL PERSONS, INC.	366.00			10/31/18
		HAP Blake M 112018								
695		05/19 AP		11/01/18	0035359	EXCEPTIONAL PERSONS, INC.	371.00			10/31/18
		HAP Holmes C 112018								
695		05/19 AP		11/01/18	0035359	EXCEPTIONAL PERSONS, INC.	260.00			10/31/18
		HAP Lutz W 112018								
695		05/19 AP		11/01/18	0035364	GOLD FALLS VILLA	365.00			10/31/18
		HAP Williams J 112018								
695		05/19 AP		11/01/18	0035364	GOLD FALLS VILLA	371.00			10/31/18
		HAP Jenkins D 112018								
695		05/19 AP		11/01/18	0035364	GOLD FALLS VILLA	464.00			10/31/18
		HAP Shuman J 112018								
695		05/19 AP		11/01/18	0035378	LOWN, JAMES M.	505.00			10/31/18
		HAP Taylor S 112018								
695		05/19 AP		11/01/18	0035378	LOWN, JAMES M.	231.00			10/31/18
		HAP Klein R 112018								
695		05/19 AP		11/01/18	0035354	DUTCHER, JOHN OR CAROLE S.	416.00			10/31/18
		HAP Johnson A 112018								
695		05/19 AP		11/01/18	0035354	DUTCHER, JOHN OR CAROLE S.	366.00			10/31/18

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
						continued				
695				05/19 AP 11/01/18	0035361	GEELAN, JOSEPH N.	292.00			10/31/18
HAP_Spiers A 112018										
695				05/19 AP 11/01/18	0035361	GEELAN, JOSEPH N.	369.00			10/31/18
HAP_Juhl V 112018										
695				05/19 AP 11/01/18	0035373	KREMER, KENNETH P.	457.00			10/31/18
HAP_Becker T 112018										
695				05/19 AP 11/01/18	0035347	CLARK ENTERPRISES LLC	106.00			10/31/18
HAP_Groskurth D 112018										
695				05/19 AP 11/01/18	0035347	CLARK ENTERPRISES LLC	119.00			10/31/18
HAP_Bachman K 112018										
695				05/19 AP 11/01/18	0035347	CLARK ENTERPRISES LLC	396.00			10/31/18
HAP_Galvez Munguia 112018										
695				05/19 AP 11/01/18	0035347	CLARK ENTERPRISES LLC	231.00			10/31/18
HAP_Cook A 112018										
695				05/19 AP 11/01/18	0035365	GRAY, LEROY L. OR CAROLYN K.	488.00			10/31/18
HAP_Jenkins D 112018										
695				05/19 AP 11/01/18	0035340	BARTELT PROPERTIES L.C.	478.00			10/31/18
HAP_Woodward C 112018										
695				05/19 AP 11/01/18	0035340	BARTELT PROPERTIES L.C.	1,001.00			10/31/18
HAP_Avino R 112018										
695				05/19 AP 11/01/18	0035340	BARTELT PROPERTIES L.C.	160.00			10/31/18
HAP_Cobb R 112018										
695				05/19 AP 11/01/18	0035340	BARTELT PROPERTIES L.C.	1,022.00			10/31/18
HAP_Avino G 112018										
695				05/19 AP 11/01/18	0035388	RBR HOLDINGS LLC	419.00			10/31/18
HAP_Lohr K 112018										
695				05/19 AP 11/01/18	0035398	TAYLOR, MICHAEL J.	922.00			10/31/18
HAP_Hunt M 112018										
695				05/19 AP 11/01/18	0035355	EDGE MANAGEMENT GROUP, LLC	850.00			10/31/18
HAP_Young C 112018										
695				05/19 AP 11/01/18	0035355	EDGE MANAGEMENT GROUP, LLC	505.00			10/31/18
HAP_Tanner K 112018										
695				05/19 AP 11/01/18	0035355	EDGE MANAGEMENT GROUP, LLC	8.00			10/31/18
HAP_Smith L 112018										
695				05/19 AP 11/01/18	0035355	EDGE MANAGEMENT GROUP, LLC	916.00			10/31/18
HAP_Gibson T 112018										
695				05/19 AP 11/01/18	0035355	EDGE MANAGEMENT GROUP, LLC	344.00			10/31/18
HAP_Boateng Y 112018										
695				05/19 AP 11/01/18	0035370	J C ENTERPRISES, INC.	453.00			10/31/18
HAP_Abben B 112018										
695				05/19 AP 11/01/18	0035390	RIVERVIEW CONFERENCE CENTER	450.00			10/31/18
HAP_Veatch Y 112018										
695				05/19 AP 11/01/18	0035386	PURDY PROPERTIES, LLC	888.00			10/31/18
HAP_Cummings A 112018										
695				05/19 AP 11/01/18	0035386	PURDY PROPERTIES, LLC	580.00			10/31/18
HAP_Schmidt D 112018										
695				05/19 AP 11/01/18	0035352	D & J PROPERTIES	410.00			10/31/18
HAP_Dawson K 112018										

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
								POST DT
FUND 217 SECTION 8 HOUSING FUND								
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED					continued			
695		05/19 AP	11/01/18	0035352	D & J PROPERTIES	323.00		10/31/18
		HAP_Grant F 112018						
695		05/19 AP	11/01/18	0035352	D & J PROPERTIES	411.00		10/31/18
		HAP_Terry M 112018						
695		05/19 AP	11/01/18	0035353	DOBRILA, LAURENTIU	113.00		10/31/18
		HAP_Sanders S 112018						
695		05/19 AP	11/01/18	0035357	EMAAD, LLC	348.00		10/31/18
		HAP_Delauney C 112018						
695		05/19 AP	11/01/18	0035394	SMITH, MICHAEL A.	153.00		10/31/18
		HAP_Hamilton T 112018						
695		05/19 AP	11/01/18	0035351	CV PROPERTIES, LLC	170.00		10/31/18
		HAP_Barr G 112018						
695		05/19 AP	11/01/18	0035395	STANDARD FAMILY ASSIST.LIVING	146.00		10/31/18
		HAP_REFSHAUGE T 112018						
695		05/19 AP	11/01/18	0035344	CEDAR APARTMENTS LLC	65.00		10/31/18
		HAP_Becerra C 112018						
695		05/19 AP	11/01/18	0035368	HAUS TO HOME INVESTMENTS	715.00		10/31/18
		HAP_Lehr B 112018						
695		05/19 AP	11/01/18	0035375	KYLER, DEBRA K.	549.00		10/31/18
		HAP_Mussman C 112018						
695		05/19 AP	11/01/18	0035392	SCHUERMAN PROPERTIES, LLC	823.00		10/31/18
		HAP_Jurries P 112018						
695		05/19 AP	11/01/18	0035392	SCHUERMAN PROPERTIES, LLC	520.00		10/31/18
		HAP_Brown S 112018						
695		05/19 AP	11/01/18	0035396	SWEETING, LARRY	941.00		10/31/18
		HAP_Schumacher D 112018						
695		05/19 AP	11/01/18	0035399	THUNDER RIDGE SR.APARTMENTS L	93.00		10/31/18
		HAP_Martin S 112018						
695		05/19 AP	11/01/18	0035399	THUNDER RIDGE SR.APARTMENTS L	338.00		10/31/18
		HAP_Turner S 112018						
695		05/19 AP	11/01/18	0035399	THUNDER RIDGE SR.APARTMENTS L	216.00		10/31/18
		HAP_Ford M 112018						
695		05/19 AP	11/01/18	0035399	THUNDER RIDGE SR.APARTMENTS L	233.00		10/31/18
		HAP_Lebahn B 112018						
695		05/19 AP	11/01/18	0035399	THUNDER RIDGE SR.APARTMENTS L	310.00		10/31/18
		HAP_Strickland L 112018						
695		05/19 AP	11/01/18	0035399	THUNDER RIDGE SR.APARTMENTS L	165.00		10/31/18
		HAP_Matthias L 112018						
695		05/19 AP	11/01/18	0035399	THUNDER RIDGE SR.APARTMENTS L	321.00		10/31/18
		HAP_Collver L 112018						
695		05/19 AP	11/01/18	0035399	THUNDER RIDGE SR.APARTMENTS L	120.00		10/31/18
		HAP_Schleuter J 112018						
695		05/19 AP	11/01/18	0035399	THUNDER RIDGE SR.APARTMENTS L	279.00		10/31/18
		HAP_Hayden J 112018						
695		05/19 AP	11/01/18	0035399	THUNDER RIDGE SR.APARTMENTS L	270.00		10/31/18
		HAP_Tiller R 112018						
695		05/19 AP	11/01/18	0035399	THUNDER RIDGE SR.APARTMENTS L	89.00		10/31/18
		HAP_Derifield S 112018						
695		05/19 AP	11/01/18	0035399	THUNDER RIDGE SR.APARTMENTS L	365.00		10/31/18

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED									
						continued			
695		05/19 AP		11/01/18	0035399	HAP Howe J 112018 THUNDER RIDGE SR.APARTMENTS L	199.00		10/31/18
695		05/19 AP		11/01/18	0035399	HAP Youngberg L 112018 THUNDER RIDGE SR.APARTMENTS L	254.00		10/31/18
695		05/19 AP		11/01/18	0035399	HAP Barney B 112018 THUNDER RIDGE SR.APARTMENTS L	72.00		10/31/18
695		05/19 AP		11/01/18	0035399	HAP Garvis C 112018 THUNDER RIDGE SR.APARTMENTS L	305.00		10/31/18
695		05/19 AP		11/01/18	0035399	HAP Davis S 112018 THUNDER RIDGE SR.APARTMENTS L	147.00		10/31/18
695		05/19 AP		11/01/18	0035399	HAP Adams T 112018 THUNDER RIDGE SR.APARTMENTS L	365.00		10/31/18
695		05/19 AP		11/01/18	0035399	HAP Price C 112018 THUNDER RIDGE SR.APARTMENTS L	125.00		10/31/18
695		05/19 AP		11/01/18	0035399	HAP Vognsen P 112018 THUNDER RIDGE SR.APARTMENTS L	182.00		10/31/18
695		05/19 AP		11/01/18	0035399	HAP Martin H 112018 THUNDER RIDGE SR.APARTMENTS L	252.00		10/31/18
695		05/19 AP		11/01/18	0035399	HAP Gruver S 112018 THUNDER RIDGE SR.APARTMENTS L	360.00		10/31/18
695		05/19 AP		11/01/18	0035399	HAP Good S 112018 THUNDER RIDGE SR.APARTMENTS L	408.00		10/31/18
695		05/19 AP		11/01/18	0035363	HAP Toms L 112018 GLENN, MATTHEW	192.00		10/31/18
695		05/19 AP		11/01/18	0035401	HAP Clayton R 112018 VILLAGE I AT NINE23 APARTMENT	286.00		10/31/18
695		05/19 AP		11/01/18	0035401	HAP Greene D 112018 VILLAGE I AT NINE23 APARTMENT	193.00		10/31/18
695		05/19 AP		11/01/18	0035401	HAP Porter J 112018 VILLAGE I AT NINE23 APARTMENT	209.00		10/31/18
695		05/19 AP		11/01/18	0035401	HAP Aswegan J 112018 VILLAGE I AT NINE23 APARTMENT	345.00		10/31/18
695		05/19 AP		11/01/18	0035401	HAP Mosley L 112018 VILLAGE I AT NINE23 APARTMENT	371.00		10/31/18
695		05/19 AP		11/01/18	0035401	HAP Camerer S 112018 VILLAGE I AT NINE23 APARTMENT	369.00		10/31/18
695		05/19 AP		11/01/18	0035401	HAP Gordon Jr. T 112018 VILLAGE I AT NINE23 APARTMENT	199.00		10/31/18
695		05/19 AP		11/01/18	0035401	HAP Vaughn S 112018 VILLAGE I AT NINE23 APARTMENT	266.00		10/31/18
695		05/19 AP		11/01/18	0035401	HAP Mace T 112018 VILLAGE I AT NINE23 APARTMENT	586.00		10/31/18
695		05/19 AP		11/01/18	0035401	HAP Henderson D 112018 VILLAGE I AT NINE23 APARTMENT	368.00		10/31/18
695		05/19 AP		11/01/18	0035401	HAP Redd A 112018 VILLAGE I AT NINE23 APARTMENT	650.00		10/31/18
695		05/19 AP		11/01/18	0035401	HAP Ambrose A 112018 VILLAGE I AT NINE23 APARTMENT	338.00		10/31/18
695		05/19 AP		11/01/18	0035401	HAP Temple S 112018			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued			
695		05/19 AP		11/01/18	0035401	VILLAGE I AT NINE23 APARTMENT	198.00		10/31/18
				HAP_Holub T 112018					
695		05/19 AP		11/01/18	0035401	VILLAGE I AT NINE23 APARTMENT	650.00		10/31/18
				HAP_Carter Z 112018					
695		05/19 AP		11/01/18	0035401	VILLAGE I AT NINE23 APARTMENT	360.00		10/31/18
				HAP_Prior L 112018					
695		05/19 AP		11/01/18	0035401	VILLAGE I AT NINE23 APARTMENT	344.00		10/31/18
				HAP_Aswegan S 112018					
695		05/19 AP		11/01/18	0035401	VILLAGE I AT NINE23 APARTMENT	478.00		10/31/18
				HAP_Swartley J 112018					
695		05/19 AP		11/01/18	0035401	VILLAGE I AT NINE23 APARTMENT	675.00		10/31/18
				HAP_Prior A 112018					
695		05/19 AP		11/01/18	0035401	VILLAGE I AT NINE23 APARTMENT	69.00		10/31/18
				HAP_Dixon S 112018					
695		05/19 AP		11/01/18	0035401	VILLAGE I AT NINE23 APARTMENT	365.00		10/31/18
				HAP_Smith W 112018					
695		05/19 AP		11/01/18	0035401	VILLAGE I AT NINE23 APARTMENT	140.00		10/31/18
				HAP_Brunson B 112018					
695		05/19 AP		11/01/18	0035401	VILLAGE I AT NINE23 APARTMENT	534.00		10/31/18
				HAP_Fry S 112018					
695		05/19 AP		11/01/18	0035401	VILLAGE I AT NINE23 APARTMENT	223.00		10/31/18
				HAP_Limon A 112018					
695		05/19 AP		11/01/18	0035401	VILLAGE I AT NINE23 APARTMENT	279.00		10/31/18
				HAP_Cameron J 112018					
695		05/19 AP		11/01/18	0035401	VILLAGE I AT NINE23 APARTMENT	414.00		10/31/18
				HAP_Moore D 112018					
695		05/19 AP		11/01/18	0035401	VILLAGE I AT NINE23 APARTMENT	141.00		10/31/18
				HAP_Sawyers V 112018					
695		05/19 AP		11/01/18	0035401	VILLAGE I AT NINE23 APARTMENT	410.00		10/31/18
				HAP_Stepheny S 112018					
695		05/19 AP		11/01/18	0035401	VILLAGE I AT NINE23 APARTMENT	414.00		10/31/18
				HAP_Brandt D 112018					
695		05/19 AP		11/01/18	0035401	VILLAGE I AT NINE23 APARTMENT	371.00		10/31/18
				HAP_Smith T 112018					
695		05/19 AP		11/01/18	0035381	NORTHROP, CHASTITY M.	1,100.00		10/31/18
				HAP_Levingston J 112018					
695		05/19 AP		11/01/18	0035345	CEDAR FALLS UTILITIES-SEC.8	11.00		10/31/18
				Young 1995063175					
695		05/19 AP		11/01/18	0035345	CEDAR FALLS UTILITIES-SEC.8	91.00		10/31/18
				Rule 9816666531					
695		05/19 AP		11/01/18	0035345	CEDAR FALLS UTILITIES-SEC.8	70.00		10/31/18
				Hunt 488238030					
695		05/19 AP		11/01/18	0035345	CEDAR FALLS UTILITIES-SEC.8	121.00		10/31/18
				Jurries 7681775462					
695		05/19 AP		11/01/18	0035345	CEDAR FALLS UTILITIES-SEC.8	101.00		10/31/18
				Ambrose 9075028799					
695		05/19 AP		11/01/18	0035345	CEDAR FALLS UTILITIES-SEC.8	75.00		10/31/18
				Sherburne 1976842933					
695		05/19 AP		11/01/18	0035345	CEDAR FALLS UTILITIES-SEC.8	7.00		10/31/18

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
					Leiss 0893949058					
695		05/19 AP		11/01/18	0035345	CEDAR FALLS UTILITIES-SEC.8	5.00			10/31/18
					Grisby 3375820084					
695		05/19 AP		11/01/18	0035345	CEDAR FALLS UTILITIES-SEC.8	5.00			10/31/18
					Carter 1142442797					
695		05/19 AP		11/01/18	0035345	CEDAR FALLS UTILITIES-SEC.8	72.00			10/31/18
					Levingston 2300406206					
695		05/19 AP		11/01/18	0035345	CEDAR FALLS UTILITIES-SEC.8	11.00			10/31/18
					Santiago-Lebron 873567879					
695		05/19 AP		11/01/18	0035345	CEDAR FALLS UTILITIES-SEC.8	76.00			10/31/18
					Prior 2400474830					
695		05/19 AP		11/01/18	0035345	CEDAR FALLS UTILITIES-SEC.8	87.00			10/31/18
					Albright 2157811981					
695		05/19 AP		11/01/18	0035371	KEW, BRANDON	1,111.00			10/31/18
					HAP_Janssen M 112018					
695		05/19 AP		11/01/18	0035346	CHRISTOPHERSON RENTALS	344.00			10/31/18
					HAP_Davis D 112018					
695		05/19 AP		11/01/18	0035346	CHRISTOPHERSON RENTALS	333.00			10/31/18
					HAP_Hodge G 112018					
695		05/19 AP		11/01/18	0035346	CHRISTOPHERSON RENTALS	243.00			10/31/18
					HAP_Schwaab A 112018					
695		05/19 AP		11/01/18	0035346	CHRISTOPHERSON RENTALS	530.00			10/31/18
					HAP_Ricks F 112018					
695		05/19 AP		11/01/18	0035346	CHRISTOPHERSON RENTALS	650.00			10/31/18
					HAP_Grisby C 112018					
695		05/19 AP		11/01/18	0035346	CHRISTOPHERSON RENTALS	349.00			10/31/18
					HAP_Young C 112018					
695		05/19 AP		11/01/18	0035346	CHRISTOPHERSON RENTALS	300.00			10/31/18
					HAP_Hoffert J 112018					
695		05/19 AP		11/01/18	0035346	CHRISTOPHERSON RENTALS	394.00			10/31/18
					HAP_Carlyle T 112018					
695		05/19 AP		11/01/18	0035379	MELICK, KENT L.	489.00			10/31/18
					HAP_Drewelow D 112018					
695		05/19 AP		11/01/18	0035380	MHP 2216 LINCOLN STREET, LLC	495.00			10/31/18
					HAP_Rule S 112018					
695		05/19 AP		11/01/18	0035380	MHP 2216 LINCOLN STREET, LLC	371.00			10/31/18
					HAP_Cochran S 112018					
695		05/19 AP		11/01/18	0035380	MHP 2216 LINCOLN STREET, LLC	371.00			10/31/18
					HAP_Malone S 112018					
695		05/19 AP		11/01/18	0035380	MHP 2216 LINCOLN STREET, LLC	403.00			10/31/18
					HAP_Jones T 112018					
695		05/19 AP		11/01/18	0035380	MHP 2216 LINCOLN STREET, LLC	537.00			10/31/18
					HAP_Purdy T 112018					
695		05/19 AP		11/01/18	0035380	MHP 2216 LINCOLN STREET, LLC	372.00			10/31/18
					HAP_Wilder S 112018					
695		05/19 AP		11/01/18	0035380	MHP 2216 LINCOLN STREET, LLC	456.00			10/31/18
					HAP_Sherwood D 112018					
695		05/19 AP		11/01/18	0035380	MHP 2216 LINCOLN STREET, LLC	349.00			10/31/18
					HAP_Sherwood J 112018					

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
						continued				
695		05/19 AP	11/01/18	0035387		RAISTY RENTALS LLC	836.00		10/31/18	
						HAP_Martinez L 112018				
695		05/19 AP	11/01/18	0035358		EPM IOWA	839.00		10/31/18	
						HAP_Nicholson K 112018				
695		05/19 AP	11/01/18	0035358		EPM IOWA	210.00		10/31/18	
						HAP_Frisch K 112018				
695		05/19 AP	11/01/18	0035358		EPM IOWA	1,208.00		10/31/18	
						HAP_Santiago-Lebro 112018				
695		05/19 AP	11/01/18	0035358		EPM IOWA	548.00		10/31/18	
						HAP_Lewis H 112018				
695		05/19 AP	11/01/18	0035358		EPM IOWA	850.00		10/31/18	
						HAP_Albright C 112018				
695		05/19 AP	11/01/18	0035358		EPM IOWA	694.00		10/31/18	
						HAP_Sauer M 112018				
695		05/19 AP	11/01/18	0035358		EPM IOWA	271.00		10/31/18	
						HAP_Gordon A 112018				
695		05/19 AP	11/01/18	0035358		EPM IOWA	579.00		10/31/18	
						HAP_Thompson T 112018				
695		05/19 AP	11/01/18	0035350		CV COMMERCIAL, LLC	1,197.00		10/31/18	
						HAP_Davis C 112018				
695		05/19 AP	11/01/18	0035391		SCHLOBOHM, JEFFREY D.	394.00		10/31/18	
						HAP_Carter C 112018				
695		05/19 AP	11/01/18	0035349		CTV MANAGER, LLC	285.00		10/31/18	
						HAP_Anderson B 112018				
695		05/19 AP	11/01/18	0035374		KROEMER, KRAIG	319.00		10/31/18	
						HAP_Currie L 112018				
695		05/19 AP	11/01/18	0035384		PARRISH PROPERTIES	814.00		10/31/18	
						HAP_Jefferson S 112018				
695		05/19 AP	11/01/18	0035367		HARRINGTON, TODD	324.00		10/31/18	
						HAP_Larronda E 112018				
695		05/19 AP	11/01/18	0035377		LINS, ERIC	793.00		10/31/18	
						HAP_Seavey H 112018				
695		05/19 AP	11/01/18	0035376		LEGACY RESIDENTIAL	345.00		10/31/18	
						HAP_JORDAN L 112018				
695		05/19 AP	11/01/18	0035400		TIMMER, ROGER L.	464.00		10/31/18	
						HAP_Giunta L 112018				
695		05/19 AP	11/01/18	0035372		KOEHN, DENNIS	485.00		10/31/18	
						HAP_Krutsinger D 112018				
695		05/19 AP	11/01/18	0035383		OWL INVESTMENTS, LLC	705.00		10/31/18	
						HAP_Schroeder S 112018				
695		05/19 AP	11/01/18	0035366		HARBAUGH, DENNIS	654.00		10/31/18	
						HAP_Howard J 112018				
695		05/19 AP	11/01/18	0035402		VILLAGE II AT NINE23 APARTMEN	197.00		10/31/18	
						HAP_Havlik C 112018				
695		05/19 AP	11/01/18	0035402		VILLAGE II AT NINE23 APARTMEN	499.00		10/31/18	
						HAP_Forehand J 112018				
695		05/19 AP	11/01/18	0035402		VILLAGE II AT NINE23 APARTMEN	371.00		10/31/18	
						HAP_Harken G 112018				
695		05/19 AP	11/01/18	0035402		VILLAGE II AT NINE23 APARTMEN	365.00		10/31/18	

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GROUP	PO	ACCTG	----	TRANSACTION----					
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED									
						continued			
695		05/19	AP	11/01/18	0035402	VILLAGE II AT NINE23 APARTMEN	310.00		10/31/18
HAP_Haug K 112018									
695		05/19	AP	11/01/18	0035402	VILLAGE II AT NINE23 APARTMEN	151.00		10/31/18
HAP_Wilson J 112018									
695		05/19	AP	11/01/18	0035402	VILLAGE II AT NINE23 APARTMEN	398.00		10/31/18
HAP_Kodama D 112018									
695		05/19	AP	11/01/18	0035402	VILLAGE II AT NINE23 APARTMEN	276.00		10/31/18
HAP_Forney A 112018									
695		05/19	AP	11/01/18	0035402	VILLAGE II AT NINE23 APARTMEN	207.00		10/31/18
HAP_Sommerfelt C 112018									
695		05/19	AP	11/01/18	0035402	VILLAGE II AT NINE23 APARTMEN	490.00		10/31/18
HAP_King D 112018									
695		05/19	AP	11/01/18	0035402	VILLAGE II AT NINE23 APARTMEN	106.00		10/31/18
HAP_Humphrey J 112018									
695		05/19	AP	11/01/18	0035402	VILLAGE II AT NINE23 APARTMEN	578.00		10/31/18
HAP_Rogers E 112018									
695		05/19	AP	11/01/18	0035402	VILLAGE II AT NINE23 APARTMEN	365.00		10/31/18
HAP_Nielsen J 112018									
695		05/19	AP	11/01/18	0035402	VILLAGE II AT NINE23 APARTMEN	365.00		10/31/18
HAP_Billman D 112018									
695		05/19	AP	11/01/18	0035402	VILLAGE II AT NINE23 APARTMEN	296.00		10/31/18
HAP_Lam K 112018									
695		05/19	AP	11/01/18	0035402	VILLAGE II AT NINE23 APARTMEN	98.00		10/31/18
HAP_Allessi S 112018									
695		05/19	AP	11/01/18	0035402	VILLAGE II AT NINE23 APARTMEN	351.00		10/31/18
HAP_Hoodjer S 112018									
695		05/19	AP	11/01/18	0035402	VILLAGE II AT NINE23 APARTMEN	586.00		10/31/18
HAP_Frazier T 112018									
695		05/19	AP	11/01/18	0035402	VILLAGE II AT NINE23 APARTMEN	655.00		10/31/18
HAP_Miller K 112018									
695		05/19	AP	11/01/18	0035402	VILLAGE II AT NINE23 APARTMEN	274.00		10/31/18
HAP_Wilson Q 112018									
695		05/19	AP	11/01/18	0035402	VILLAGE II AT NINE23 APARTMEN	222.00		10/31/18
HAP_O'dell J 112018									
695		05/19	AP	11/01/18	0035402	VILLAGE II AT NINE23 APARTMEN	109.00		10/31/18
HAP_Baker A 112018									
695		05/19	AP	11/01/18	0035402	VILLAGE II AT NINE23 APARTMEN	377.00		10/31/18
HAP_Redd S 112018									
695		05/19	AP	11/01/18	0035385	PAULSON, JAMES	360.00		10/31/18
HAP_Humphrey E 112018									
695		05/19	AP	11/01/18	0035356	ELMCREST ESTATES, L.C.	177.00		10/31/18
HAP_Harrenstein G 112018									
695		05/19	AP	11/01/18	0035356	ELMCREST ESTATES, L.C.	536.00		10/31/18
HAP_Cooper M 112018									
HAP_Topping R 112018									
HAP_Walker M 112018									
HAP_Davis D 112018									

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
695		05/19 AP		11/01/18	0035360	G P MANAGEMENT LLC	365.00			10/31/18
HAP_Wenzel J 112018										
695		05/19 AP		11/01/18	0035397	T.J.J.C. L.L.C.	149.00			10/31/18
HAP_Dornbrock M 112018										
695		05/19 AP		11/01/18	0035397	T.J.J.C. L.L.C.	191.00			10/31/18
HAP_Hornback K 112018										
695		05/19 AP		11/01/18	0035397	T.J.J.C. L.L.C.	575.00			10/31/18
HAP_Sherburne J 112018										
695		05/19 AP		11/01/18	0035397	T.J.J.C. L.L.C.	567.00			10/31/18
HAP_Newsome A 112018										
695		05/19 AP		11/01/18	0035362	GERDES III, BENJAMIN P.	601.00			10/31/18
HAP_Apfel A 112018										
695		05/19 AP		11/01/18	0035362	GERDES III, BENJAMIN P.	347.00			10/31/18
HAP_Johnson C 112018										
695		05/19 AP		11/01/18	0035362	GERDES III, BENJAMIN P.	698.00			10/31/18
HAP_Lindgren T 112018										
695		05/19 AP		11/01/18	0035369	J & A PROPERTIES	371.00			10/31/18
HAP_Bailey N 112018										
695		05/19 AP		11/01/18	0035341	BARTELT RENTALS L.C.	371.00			10/31/18
HAP_Luck J 112018										
695		05/19 AP		11/01/18	0035341	BARTELT RENTALS L.C.	400.00			10/31/18
HAP_Gebremedhin A 112018										
695		05/19 AP		11/01/18	0035341	BARTELT RENTALS L.C.	173.00			10/31/18
HAP_Ervin M 112018										
695		05/19 AP		11/01/18	0035341	BARTELT RENTALS L.C.	476.00			10/31/18
HAP_McMorris M 112018										
695		05/19 AP		11/01/18	0035343	C & H HOLDINGS LLC	610.00			10/31/18
HAP_Ross S 112018										
596		04/19 AP		10/03/18	0035337	SMITH, LOUIS R.	212.00			10/12/18
OCT.HAP-JESSICA MOFFETT										
596		04/19 AP		10/03/18	0035337	SMITH, LOUIS R.	510.00			10/12/18
OCT.HAP-R. MCCALISTER										
ACCOUNT TOTAL							83,701.00	.00		83,701.00
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS										
695		05/19 AP		11/01/18	0035348	COOK CO.HOUSING AUTHORITY	42.76			10/31/18
AF_Goldstein K 112018										
ACCOUNT TOTAL							42.76	.00		42.76
FUND TOTAL							83,743.76	.00		83,743.76

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ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.88-06						OUTSIDE AGENCIES / VISITING NURSES				
629		04/19 AP		10/08/18	0004474	VISITING NURSES ASSOC.	3,682.00			10/18/18
						CDBG 1ST QTR. FY19				
						ACCOUNT TOTAL	3,682.00	.00	3,682.00	
223-2224-432.88-07						OUTSIDE AGENCIES / PATHWAYS BEHAVIORIAL SERV.				
629		04/19 AP		10/02/18	0004473	PATHWAYS BEHAVIORIAL SERVICES	2,781.82			10/18/18
						CDBG 1ST QTR. FY19				
						ACCOUNT TOTAL	2,781.82	.00	2,781.82	
223-2224-432.88-13						OUTSIDE AGENCIES / FAMILY/CHILDRENS COUNCIL				
629		04/19 AP		10/05/18	0004471	FAMILY & CHILDREN'S COUNCIL	2,665.89			10/18/18
						CDBG 1ST QTR. FY19				
						ACCOUNT TOTAL	2,665.89	.00	2,665.89	
223-2224-432.88-32						OUTSIDE AGENCIES / CONSUMER CREDIT COUNSELIN				
629		04/19 AP		10/11/18	0004470	CONSUMER CREDIT COUNSELING	896.84			10/18/18
						CDBG 1ST QTR. FY19				
						ACCOUNT TOTAL	896.84	.00	896.84	
223-2224-432.88-33						OUTSIDE AGENCIES / NORTHEAST IOWA FOOD BANK				
629		04/19 AP		10/08/18	0004472	NORTHEAST IOWA FOOD BANK	3,664.71			10/18/18
						CDBG 1ST QTR. FY19				
						ACCOUNT TOTAL	3,664.71	.00	3,664.71	
223-2234-432.89-50						MISCELLANEOUS SERVICES / HOUSING REHAB.				
678		04/19 AP		10/10/18	0001056	KIRVAN ENTERPRISES, LLC	18,100.00			10/31/18
						1622 CLAY ST. - REHAB				
596		04/19 AP		10/02/18	0004467	DEWATER, DICK	175.62			10/12/18
						LEADBASE PAINT TESTING				
596		04/19 AP		10/02/18	0004467	DEWATER, DICK	175.62			10/12/18
						LEADBASE PAINT TESTING				
						ACCOUNT TOTAL	18,451.24	.00	18,451.24	
						FUND TOTAL	32,142.50	.00	32,142.50	

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GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
FUND 254 CABLE TV FUND									
254-1088-431.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
630		04/19	AP	10/02/18	0004100	PROFESSIONAL SOLUTIONS	.42		11/01/18
						SEPTEMBER CREDIT CARD FEE			
ACCOUNT TOTAL							.42	.00	.42
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									
713		05/19	AP	10/30/18	0391825	GOODMAN, AMANDA	100.00		11/01/18
						CURRENTS-HOLIDAY HOOPLA			
						HOST			
713		05/19	AP	10/29/18	0391833	WHEELER, EVAN	85.00		11/01/18
						CF VBALL-REGIONAL FINAL			
						CAMERA OPERATOR			
PROJECT#:		759							
713		05/19	AP	10/29/18	0391822	DEWITT, JASON	85.00		11/01/18
						CF VBALL-REGIONAL FINAL			
						CAMERA OPERATOR			
PROJECT#:		759							
713		05/19	AP	10/29/18	0391831	SIMPSON, MARK	120.00		11/01/18
						CF VBALL-REGIONAL FINAL			
						ANNOUNCER			
PROJECT#:		759							
713		05/19	AP	10/29/18	0391827	LONGNECKER, JEREMIAH	100.00		11/01/18
						CF VBALL-REGIONAL FINAL			
						ANNOUNCER			
PROJECT#:		759							
686		04/19	AP	10/26/18	0391820	SIMPSON, MARK	150.00		10/30/18
						CF FOOTBALL-1ST ROUND			
						ANNOUNCER			
PROJECT#:		759							
713		05/19	AP	10/26/18	0391826	JOACHIM, JOHN D	150.00		11/01/18
						CF FOOTBALL-1ST ROUND			
						ANNOUNCER			
PROJECT#:		759							
713		05/19	AP	10/26/18	0391822	DEWITT, JASON	100.00		11/01/18
						CF FOOTBALL-1ST ROUND			
						CAMERA OPERATOR			
PROJECT#:		759							
713		05/19	AP	10/26/18	0391833	WHEELER, EVAN	100.00		11/01/18
						CF FOOTBALL-1ST ROUND			
						CAMERA OPERATOR			
PROJECT#:		759							
643		04/19	AP	10/19/18	0391789	SIMPSON, MARK	150.00		10/22/18
						CF FOOTBALL-CR PRAIRIE			
						ANNOUNCER			
643		04/19	AP	10/19/18	0391789	SIMPSON, MARK	125.00		10/22/18
						CF SOPH. FB-CR PRAIRIE			
						ANNOUNCER			
605		04/19	AP	10/12/18	0391773	WHEELER, EVAN	85.00		10/16/18
						CF SOPH. FB- DBQ SENIOR			
						CAMERA OPERATOR			
PROJECT#:		759							
605		04/19	AP	10/12/18	0391771	SURMA, JOSEPH EDWARD	85.00		10/16/18
						CF SOPH. FB- DBQ SENIOR			
						CAMERA OPERATOR			
PROJECT#:		759							
605		04/19	AP	10/12/18	0391766	DEWITT, JASON	85.00		10/16/18
						CF SOPH. FB- DBQ SENIOR			
						CAMERA OPERATOR			
PROJECT#:		759							
605		04/19	AP	10/12/18	0391767	JOACHIM, JOHN D	150.00		10/16/18

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING						continued				
						CF SOPH. FB- DBQ SENIOR ANNOUNCER				
PROJECT#:		759								
605		04/19 AP		10/12/18	0391770	SIMPSON, MARK ANNOUNCER	150.00			10/16/18
PROJECT#:		759								
605		04/19 AP		10/12/18	0391770	SIMPSON, MARK ANNOUNCER	150.00			10/16/18
PROJECT#:		759								
605		04/19 AP		10/12/18	0391767	JOACHIM, JOHN D ANNOUNCER	150.00			10/16/18
PROJECT#:		759								
605		04/19 AP		10/12/18	0391771	SURMA, JOSEPH EDWARD CAMERA OPERATOR	100.00			10/16/18
PROJECT#:		759								
605		04/19 AP		10/12/18	0391766	DEWITT, JASON CAMERA OPERATOR	100.00			10/16/18
PROJECT#:		759								
605		04/19 AP		10/12/18	0391773	WHEELER, EVAN CAMERA OPERATOR	100.00			10/16/18
PROJECT#:		759								
605		04/19 AP		10/09/18	0391770	SIMPSON, MARK ANNOUNCER	120.00			10/16/18
PROJECT#:		759								
605		04/19 AP		10/09/18	0391769	LONGNECKER, JEREMIAH ANNOUNCER	100.00			10/16/18
PROJECT#:		759								
605		04/19 AP		10/09/18	0391766	DEWITT, JASON CAMERA OPERATOR	85.00			10/16/18
PROJECT#:		759								
605		04/19 AP		10/09/18	0391773	WHEELER, EVAN CAMERA OPERATOR	85.00			10/16/18
PROJECT#:		759								
ACCOUNT TOTAL							2,810.00	.00	2,810.00	
FUND TOTAL							2,810.42	.00	2,810.42	
FUND 258 PARKING FUND										
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
630		04/19 AP		10/02/18	0004098	PROFESSIONAL SOLUTIONS	16.46			11/01/18
		SEPTEMBER CREDIT CARD FEE								
630		04/19 AP		10/02/18	0004100	PROFESSIONAL SOLUTIONS	60.81			11/01/18
		SEPTEMBER CREDIT CARD FEE								
ACCOUNT TOTAL							77.27	.00	77.27	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 258 PARKING FUND										
258-5531-435.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
596		04/19 AP		09/27/18	0391753	CEDAR FALLS UTILITIES	15.09			10/12/18
						UTILITIES THRU 09/27/18				
						ACCOUNT TOTAL	15.09	.00	15.09	
						FUND TOTAL	92.36	.00	92.36	
FUND 261 TOURISM & VISITORS										
261-7791-423.73-57						OTHER SUPPLIES / GIFT SHOP				
630		04/19 AP		10/02/18	0004095	PROFESSIONAL SOLUTIONS	19.42			11/01/18
						SEPTEMBER CREDIT CARD FEE				
						ACCOUNT TOTAL	19.42	.00	19.42	
261-7791-423.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
713		05/19 AP		10/20/18	0391828	MANNING, KIM	30.99			11/01/18
						RMB:TRVL.-ARTSLAB PROGRAM				
						DES MOINES				
						PROJECT#: 032424				
						ACCOUNT TOTAL	30.99	.00	30.99	
261-7791-423.85-01						UTILITIES / UTILITIES				
596		04/19 AP		09/27/18	0391753	CEDAR FALLS UTILITIES	514.62			10/12/18
						UTILITIES THRU 09/27/18				
						ACCOUNT TOTAL	514.62	.00	514.62	
261-7791-423.89-04						MISCELLANEOUS SERVICES / SALES TAX				
630		04/19 AP		10/09/18	0004088	IOWA DEPT.OF REVENUE	29.20			11/01/18
						SEMI MONTHLY SALES TAX				
						VISITOR & TOURISM				
						ACCOUNT TOTAL	29.20	.00	29.20	
						FUND TOTAL	594.23	.00	594.23	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.85-01						UTILITIES / UTILITIES				
596		04/19 AP		09/27/18	0391753	CEDAR FALLS UTILITIES	84.35			10/12/18
						UTILITIES THRU 09/27/18				
						ACCOUNT TOTAL	84.35	.00	84.35	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 262 SENIOR SERVICES & COMM CT										
FUND TOTAL							84.35	.00	84.35	
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
404-1220-431.92-37 STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS										
670		04/19 AP		10/26/18	0391800	CEDAR FALLS COMMUNITY CREDIT	94,475.15			10/26/18
					2017-2703	TIMOTHY STREET				
						CRAIG & KATHLEEN OLMSTEAD				
					PROJECT#:	012017				
670		04/19 AP		10/26/18	0391802	CRAIG & KATHLEEN OLMSTEAD	23,794.25			10/26/18
					2017-2703	TIMOTHY STREET				
						CRAIG & KATHLEEN OLMSTEAD				
					PROJECT#:	012017				
670		04/19 AP		10/26/18	0391799	BLACK HAWK CO.TREASURER	845.00			10/26/18
					2017-2703	TIMOTHY STREET				
						CRAIG & KATHLEEN OLMSTEAD				
					PROJECT#:	012017				
670		04/19 AP		10/26/18	0391798	BLACK HAWK CO.RECORDER	235.20			10/26/18
					2017-2703	TIMOTHY STREET				
						CRAIG & KATHLEEN OLMSTEAD				
					PROJECT#:	012017				
ACCOUNT TOTAL							119,349.60	.00	119,349.60	
FUND TOTAL							119,349.60	.00	119,349.60	
FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
408-1240-431.92-63 STRUCTURE IMPROV & BLDGS / UNIV AVE RECONSTRUCTION										
686		04/19 AP		10/30/18	0391821	TREASURER, STATE OF IOWA	200.00			10/30/18
						UNCLAIMED CK:END 06/30/16				
						ADVANCED AUTO-UNIV.AVE.				
686		04/19 AP		10/30/18	0391821	TREASURER, STATE OF IOWA	200.00			10/30/18
						UNCLAIMED CK:END 06/30/16				
						POLK A DOT-UNIV.AVE.RECON				
686		04/19 AP		10/30/18	0391821	TREASURER, STATE OF IOWA	200.00			10/30/18
						UNCLAIMED CK:END 06/30/16				
						SEAN CONLIN-UNI.AVE.RECON				
685		04/19 AP		04/18/16	0315335	POLK-A-DOT, LLC		200.00		10/30/18
						VOID CHECK-LOST				
						1996-PARCEL#18-UNIV.AVE.				
					PROJECT#:	021996				
685		04/19 AP		04/18/16	0315341	SEAN CONLIN		200.00		10/30/18
						VOID CHECK-LOST				
						1996-PARCEL#18-UNIV.AVE.				
					PROJECT#:	021996				

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 408 STREET IMPROVEMENT FUND										
408-1240-431.92-63 STRUCTURE IMPROV & BLDGS / UNIV AVE RECONSTRUCTION continued										
685		04/19 AP		03/28/16	0315215	ADVANCED AUTO PARTS		200.00		10/30/18
VOID CHECK-LOST 1996-PARCEL#152-UNIV.AVE.										
PROJECT#: 021996										
ACCOUNT TOTAL							600.00	600.00		
FUND TOTAL							600.00	600.00		
FUND 430 2004 TIF BOND										
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										
FUND 435 1999 TIF										
FUND 436 2012 BOND										
436-1220-431.94-83 CAPITAL PROJECTS / WEST 1ST STREET										
686		04/19 AP		10/30/18	0391818	SANDRA K. NEUMAN	9,375.00			10/30/18
3118-W.1ST ST. RECONST. PARCEL#18-PURCHASE AGRMT.										
PROJECT#: 023118										
670		04/19 AP		10/24/18	0391810	MICHAEL A. & HOPE D. TIMMERMA	14,300.00			10/26/18
3118-W.1ST ST. RECONST. PARCEL#2-PURCHASE AGRMT.										
PROJECT#: 023118										
670		04/19 AP		10/24/18	0391814	654 PROPERTIES, LLC	4,395.00			10/26/18
3118-W.1ST ST. RECONST. PARCEL#28-PURCHASE AGRMT.										
PROJECT#: 023118										
670		04/19 AP		10/24/18	0391806	GARY JONES	100.00			10/26/18
3118-W.1ST ST. RECONST. PARCEL#28-TENANT AGRMT.										
PROJECT#: 023118										
670		04/19 AP		10/24/18	0391807	GLEASON GROUP, LLC	100.00			10/26/18
3118-W.1ST ST. RECONST. PARCEL#28-TENANT AGRMT.										
PROJECT#: 023118										
629		04/19 AP		10/17/18	0391781	D. KEITH & KAREN JEANNE JONES	1,455.00			10/18/18
3118-W.1ST ST. RECONST. PARCEL#29-PURCHASE AGRMT.										
PROJECT#: 023118										
629		04/19 AP		10/17/18	0391775	ANDREA DEGROOTE	100.00			10/18/18
3118-W.1ST ST. RECONST. PARCEL#29-TENANT AGRMT.										
PROJECT#: 023118										
ACCOUNT TOTAL							29,825.00	0.00		29,825.00
436-1220-431.98-26 CAPITAL PROJECTS / DOWNTOWN LEVEE IMPROVEMNT										
596		04/19 AP		10/10/18	0391752	BLACK HAWK CO.RECORDER	22.00			10/12/18
1975-DOWNTN.LEVEE IMPROV. PERM.UTIL.EASEMENT-LANUS										
PROJECT#: 021975										
596		04/19 AP		10/10/18	0391752	BLACK HAWK CO.RECORDER	12.00			10/12/18
1975-DOWNTN.LEVEE IMPROV. PTL.RLS.R.E.MORTG.-LANUS										

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 436 2012 BOND										
436-1220-431.98-26 CAPITAL PROJECTS / DOWNTOWN LEVEE IMPROVEMNT continued										
PROJECT#: 021975										
ACCOUNT TOTAL							34.00	.00	34.00	
FUND TOTAL							29,859.00	.00	29,859.00	
FUND 437 2018 BOND										
FUND 438 2006 BOND FUND										
FUND 439 2008 BOND FUND										
FUND 443 CAPITAL PROJECTS										
443-1220-431.92-90 STRUCTURE IMPROV & BLDGS / CENTER ST SIDENLK & DRAIN										
654		04/19 AP		10/18/18	0391792	BLACK HAWK CO.RECORDER	17.00		10/24/18	
PROJECT#: 023107										
654		04/19 AP		10/18/18	0391792	BLACK HAWK CO.RECORDER	22.00		10/24/18	
PROJECT#: 023107										
654		04/19 AP		10/18/18	0391792	BLACK HAWK CO.RECORDER	22.00		10/24/18	
PROJECT#: 023107										
ACCOUNT TOTAL							61.00	.00	61.00	
443-1220-431.94-33 CAPITAL PROJECTS / PROPERTY ACQUISITION										
670		04/19 AP		10/10/18	0391801	CEDAR FALLS UTILITIES	75.74		10/26/18	
ACCOUNT TOTAL							75.74	.00	75.74	
443-1220-431.98-55 CAPITAL PROJECTS / HISTORIC PRESERVATION										
686		04/19 AP		07/22/18	0391816	ETHEREDGE, JULIE	97.50		10/30/18	
RMB:MILEAGE-NAT'L PRESV. DES MOINES										
686		04/19 AP		07/21/18	0391819	SCHLOBOHM, JEFF	106.86		10/30/18	
RMB:MILEAGE-NAT'L PRESV. DES MOINES										
ACCOUNT TOTAL							204.36	.00	204.36	
FUND TOTAL							341.10	.00	341.10	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
FUND 483 ECONOMIC DEVELOPMENT										
FUND 484 ECONOMIC DEVELOPMENT LAND										
FUND 541 2018 STORM WATER BONDS										
FUND 544 2008 SEWER BONDS										
FUND 545 2006 SEWER BONDS										
FUND 546 SEWER IMPROVEMENT FUND										
FUND 547 SEWER RESERVE FUND										
FUND 548 1997 SEWER BOND FUND										
FUND 549 1992 SEWER BOND FUND										
FUND 550 2000 SEWER BOND FUND										
FUND 551 REFUSE FUND										
551-0000-213.00-00 CURRENT LIABILITY / SALES TAX PAYABLE										
	630			04/19 AP 10/09/18	0004088	IOWA DEPT.OF REVENUE	213.70			11/01/18
						SEMI MONTHLY SALES TAX				COMMERCIAL GARBAGE A/R
						ACCOUNT TOTAL	213.70	.00	213.70	
551-7785-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
	630			04/19 AP 10/02/18	0004099	PROFESSIONAL SOLUTIONS	292.53			11/01/18
						SEPTEMBER CREDIT CARD FEE				
	630			04/19 AP 10/02/18	0004100	PROFESSIONAL SOLUTIONS	10.72			11/01/18
						SEPTEMBER CREDIT CARD FEE				
						ACCOUNT TOTAL	303.25	.00	303.25	
551-7785-436.85-01 UTILITIES / UTILITIES										
	670			04/19 AP 10/10/18	0391801	CEDAR FALLS UTILITIES	912.29			10/26/18
						UTILITIES THRU 10/10/18				
	596			04/19 AP 09/27/18	0391753	CEDAR FALLS UTILITIES	1,742.31			10/12/18
						UTILITIES THRU 09/27/18				
						ACCOUNT TOTAL	2,654.60	.00	2,654.60	
551-7785-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
	596			04/19 AP 09/27/18	0391753	CEDAR FALLS UTILITIES	5,366.66			10/12/18
						UTILITIES THRU 09/27/18				
						ACCOUNT TOTAL	5,366.66	.00	5,366.66	
551-7785-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
	643			04/19 AP 10/15/18	0391784	BLACK HAWK CO.LANDFILL	20,100.04			10/22/18
						LANDFILL SRV:10/1-10/15				10/1-10/15/18
						ACCOUNT TOTAL	20,100.04	.00	20,100.04	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 551 REFUSE FUND										
551-7785-436.89-04 MISCELLANEOUS SERVICES / SALES TAX										
630		04/19 AP		10/18/18	0004089	IOWA DEPT.OF REVENUE	76.28			11/01/18
						SEMI MONTHLY SALES TAX				
630		04/19 AP		10/09/18	0004088	IOWA DEPT.OF REVENUE	79.45			11/01/18
						SEMI MONTHLY SALES TAX				
						ACCOUNT TOTAL	155.73	.00	155.73	
						FUND TOTAL	28,793.98	.00	28,793.98	
FUND 552 SEWER RENTAL FUND										
552-2265-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
643		04/19 AP		10/22/18	0391786	IOWA DEPT-NATURAL RESOURCES	85.00			10/22/18
						NPDES PERMIT FEE				
						ACCOUNT TOTAL	85.00	.00	85.00	
552-2265-436.85-01 UTILITIES / UTILITIES										
596		04/19 AP		09/27/18	0391753	CEDAR FALLS UTILITIES	15,226.84			10/12/18
						UTILITIES THRU 09/27/18				
						ACCOUNT TOTAL	15,226.84	.00	15,226.84	
552-2265-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL										
643		04/19 AP		10/15/18	0391784	BLACK HAWK CO.LANDFILL	350.98			10/22/18
						LANDFILL SRV:10/1-10/15				
						10/1-10/15/18				
						ACCOUNT TOTAL	350.98	.00	350.98	
552-2265-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
596		04/19 AP		09/27/18	0391753	CEDAR FALLS UTILITIES	5,366.67			10/12/18
						UTILITIES THRU 09/27/18				
						ACCOUNT TOTAL	5,366.67	.00	5,366.67	
552-2265-436.89-04 MISCELLANEOUS SERVICES / SALES TAX										
630		04/19 AP		10/18/18	0004089	IOWA DEPT.OF REVENUE	1,826.35			11/01/18
						SEMI MONTHLY SALES TAX				
630		04/19 AP		10/09/18	0004088	IOWA DEPT.OF REVENUE	6,667.13			11/01/18
						SEMI MONTHLY SALES TAX				
						COMMERCIAL SEWER				
						ACCOUNT TOTAL	8,493.48	.00	8,493.48	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-7755-436.85-01 UTILITIES / UTILITIES										
670		04/19 AP		10/10/18	0391801	CEDAR FALLS UTILITIES	7,127.50		10/26/18	
						UTILITIES THRU 10/10/18				
596		04/19 AP		09/27/18	0391753	CEDAR FALLS UTILITIES	2,500.91		10/12/18	
						UTILITIES THRU 09/27/18				
ACCOUNT TOTAL							9,628.41	.00	9,628.41	
FUND TOTAL							39,151.38	.00	39,151.38	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-2230-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
596		04/19 AP		09/27/18	0391753	CEDAR FALLS UTILITIES	5,366.67		10/12/18	
						UTILITIES THRU 09/27/18				
ACCOUNT TOTAL							5,366.67	.00	5,366.67	
FUND TOTAL							5,366.67	.00	5,366.67	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
713		05/19 AP		10/19/18	0391832	VERIZON WIRELESS	840.29		11/01/18	
						WIRELESS SRV:10/20-11/19				
						10/20-11/19/18				
605		04/19 AP		10/06/18	0391772	U.S. CELLULAR	41.88		10/16/18	
						CELL PHONE:10/6-11/5/18				
654		04/19 AP		10/06/18	0391796	U.S. CELLULAR	2,059.66		10/24/18	
						WIRELESS SRV:10/6-11/5/18				
605		04/19 AP		10/01/18	0391763	CENTURYLINK	2,344.02		10/16/18	
						CITY PHONE SERV.-OCT'18				
605		04/19 AP		10/01/18	0391763	CENTURYLINK	53.85		10/16/18	
						CITY PHONE SERV.-OCT'18				
605		04/19 AP		10/01/18	0391764	CENTURYLINK	132.00		10/16/18	
						CITY PHONE SERV.-OCT'18				
605		04/19 AP		09/30/18	0391765	CENTURYLINK LONG DISTANCE	183.66		10/16/18	
						LONG DIST.PH.SRV.-SEP'18				
ACCOUNT TOTAL							5,655.36	.00	5,655.36	
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS										
643		04/19 AP		10/10/18	0391785	CEDAR FALLS UTILITIES	3,320.00		10/22/18	
						FIBER POINT:9/11-10/10/18				
ACCOUNT TOTAL							3,320.00	.00	3,320.00	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 606 DATA PROCESSING FUND										
FUND TOTAL							8,975.36	.00	8,975.36	
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE										
630		04/19 AP		10/26/18	0004117	WELLMARK IOWA	87,226.44			11/01/18
HEALTH CLAIMS PROCESSING										
630		04/19 AP		10/22/18	0004079	EXPRESS SCRIPTS, INC.	38,046.97			11/01/18
RX CLAIMS PROCESSING										
630		04/19 AP		10/19/18	0004116	WELLMARK IOWA	22,624.45			11/01/18
HEALTH CLAIMS PROCESSING										
630		04/19 AP		10/12/18	0004115	WELLMARK IOWA	20,320.47			11/01/18
HEALTH CLAIMS PROCESSING										
630		04/19 AP		10/09/18	0004080	EXPRESS SCRIPTS, INC.	39,756.22			11/01/18
RX CLAIMS PROCESSING										
630		04/19 AP		10/02/18	0004110	WELLMARK IOWA	52,271.14			11/01/18
HEALTH CLAIMS PROECESSING										
ACCOUNT TOTAL							260,245.69	.00	260,245.69	
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE										
630		04/19 AP		10/02/18	0004111	WELLMARK IOWA	2,030.96			11/01/18
SEPT. & OCT. 2018 DENTAL										
630		04/19 AP		10/02/18	0004112	WELLMARK IOWA	359.26			11/01/18
OCTOBER 2018 DENTAL										
630		04/19 AP		10/02/18	0004113	WELLMARK IOWA	662.00			11/01/18
OCTOBER 2018 DENTAL										
630		04/19 AP		10/02/18	0004114	WELLMARK IOWA	4,697.89			11/01/18
SEPT. & OCT. 2018 DENTAL										
ACCOUNT TOTAL							7,750.11	.00	7,750.11	
FUND TOTAL							267,995.80	.00	267,995.80	
FUND 681 HEALTH SEVERANCE										
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS										
596		04/19 AP		10/11/18	0391751	ANDERSON, ALETA L.	134.00			10/12/18
RMB:SEP.2018 HEALTH SEV.										
ACCOUNT TOTAL							134.00	.00	134.00	
FUND TOTAL							134.00	.00	134.00	

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GROUP	PO	ACCTG	---TRANSACTION---		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 682 HEALTH INSURANCE - FIRE								
FUND 685 VEHICLE MAINTENANCE FUND								
FUND 686 PAYROLL FUND								
686-0000-222.01-00					PAYROLL LIABILITY / FEDERAL TAXES			
630		04/19 AP		10/29/18	0004106 UNITED STATES TREASURY	60,016.79		11/01/18
					FEDERAL WITHHOLDING TAX			
630		04/19 AP		10/15/18	0004105 UNITED STATES TREASURY	56,105.62		11/01/18
					FEDERAL WITHHOLDING TAX			
630		04/19 AP		10/01/18	0004104 UNITED STATES TREASURY	58,151.26		11/01/18
					FEDERAL WITHHOLDING TAX			
					09/28/18 PAYROLL			
					ACCOUNT TOTAL	174,273.67	.00	174,273.67
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING								
630		04/19 AP		10/29/18	0004091 IOWA DEPT.OF REVENUE	29,758.55		11/01/18
					STATE WITHHOLDING TAX			
630		04/19 AP		10/15/18	0004090 IOWA DEPT.OF REVENUE	28,618.27		11/01/18
					STATE WITHHOLDING TAX			
					10/12/18 PAYROLL			
					ACCOUNT TOTAL	58,376.82	.00	58,376.82
686-0000-222.03-00 PAYROLL LIABILITY / FICA								
630		04/19 AP		10/29/18	0004106 UNITED STATES TREASURY	65,416.60		11/01/18
					SS & MQGE/MEDICARE TAX			
630		04/19 AP		10/15/18	0004105 UNITED STATES TREASURY	63,876.50		11/01/18
					SS & MQGE/MEDICARE TAX			
630		04/19 AP		10/01/18	0004104 UNITED STATES TREASURY	65,583.80		11/01/18
					SS & MQGE/MEDICARE TAX			
					09/28/18 PAYROLL			
					ACCOUNT TOTAL	194,876.90	.00	194,876.90
686-0000-222.04-00 PAYROLL LIABILITY / IPERS								
630		04/19 AP		10/30/18	0004087 I.P.E.R.S.	120,857.47		11/01/18
					IPERS OCTOBER 2018			
630		04/19 AP		10/02/18	0004086 I.P.E.R.S.	118,706.07		11/01/18
					IPERS SEPTEMBER 2018			
					ACCOUNT TOTAL	239,563.54	.00	239,563.54
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE								
630		04/19 AP		10/29/18	0004077 COLLECTION SERVICES CENTER	1,420.35		11/01/18
					CHILD SUPPORT PAYMENTS			
656		04/19 AP		10/24/18	0391791 ADVANTAGE ADMINISTRATORS	7,779.99		10/24/18
					CAFETERIA PLAN:10/26/18			
656		04/19 AP		10/24/18	0391794 TEAMSTERS LOCAL #238	2,639.00		10/24/18
					UNION DUES-OCTOBER 2018			
656		04/19 AP		10/24/18	0391795 TRANSAMERICA LIFE INSURANCE C	115.62		10/24/18

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 686 PAYROLL FUND										
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE							continued			
630				04/19 AP 10/24/18	0004109	VOYA FINANCIAL	7,934.60			11/01/18
						EMPLOYEE 457 CONTRIBUTION				
						10/26/18 PAYROLL				
630				04/19 AP 10/15/18	0004076	COLLECTION SERVICES CENTER	1,384.52			11/01/18
						CHILD SUPPORT PAYMENTS				
						10/12/18 PAYROLL				
630				04/19 AP 10/10/18	0004108	VOYA FINANCIAL	8,059.60			11/01/18
						EMPLOYEE 457 CONTRIBUTION				
						10/12/18 PAYROLL				
630				04/19 AP 10/01/18	0004075	COLLECTION SERVICES CENTER	1,384.52			11/01/18
						CHILD SUPPORT PAYMENTS				
						09/28/18 PAYROLL				
ACCOUNT TOTAL							30,718.20	.00	30,718.20	
FUND 686 PAYROLL FUND										
686-0000-222.14-00 PAYROLL LIABILITY / POLICE & FIRE RETIREMENT										
630				04/19 AP 10/04/18	0004092	MUNICIPAL FIRE & POLICE RETIR	103,596.85			11/01/18
						POLICE RETIREMENT				
630				04/19 AP 10/04/18	0004092	MUNICIPAL FIRE & POLICE RETIR	49,696.88			11/01/18
						FIRE RETIREMENT				
ACCOUNT TOTAL							153,293.73	.00	153,293.73	
FUND TOTAL							851,102.86	.00	851,102.86	
FUND 687 WORKERS COMPENSATION FUND										
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE										
605				04/19 AP 09/26/18	0391762	ALTERNATIVE SERVICE CONCEPTS,	10.80			10/16/18
						W/C:REVIEW FEES-09/26/18				
ACCOUNT TOTAL							10.80	.00	10.80	
FUND TOTAL							10.80	.00	10.80	
FUND 688 LTD INSURANCE FUND										
688-1902-457.51-03 INSURANCE / LTD INSURANCE										
643				04/19 AP 10/01/18	0391788	MADISON NATIONAL LIFE INS.CO.	3,360.06			10/22/18
						LTD - OCTOBER 2018				
ACCOUNT TOTAL							3,360.06	.00	3,360.06	
FUND 688 LTD INSURANCE FUND										
688-1902-457.51-04 INSURANCE / LIFE INSURANCE										
643				04/19 AP 10/01/18	0391790	STANDARD INSURANCE COMPANY	3,121.34			10/22/18
						GROUP LIFE AD/D-OCT'18				
ACCOUNT TOTAL							3,121.34	.00	3,121.34	

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GROUP	PO	ACCTG	-----TRANSACTION-----						
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	
								CURRENT BALANCE	
								POST DT	
FUND 688 LTD INSURANCE FUND									
FUND TOTAL							6,481.40	.00	6,481.40
FUND 689 LIABILITY INSURANCE FUND									
FUND 724 TRUST & AGENCY									
724-0000-487.50-01 TRANSFERS OUT / TRANSFERS TO GENERAL FUND									
629		04/19	AP	10/17/18	0391783	GENERAL FUND	778,799.17		10/18/18
PROPERTY TAX PAYMENT									
ACCOUNT TOTAL							778,799.17	.00	778,799.17
724-0000-487.50-03 TRANSFERS OUT / TRANSFERS - SSMID									
629		04/19	AP	10/17/18	0391780	COMMUNITY MAIN STREET	45,530.33		10/18/18
PROPERTY TAX PAYMENT									
ACCOUNT TOTAL							45,530.33	.00	45,530.33
724-0000-487.50-06 TRANSFERS OUT / TRANSFERS-SSMID COLL HILL									
629		04/19	AP	10/17/18	0391779	COLLEGE HILL PARTNERSHIP	10,574.43		10/18/18
PROPERTY TAX PAYMENT									
ACCOUNT TOTAL							10,574.43	.00	10,574.43
FUND TOTAL							834,903.93	.00	834,903.93
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
GRAND TOTAL							3,985,408.41	1,158.28	3,984,250.13

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Council Invoices for Council Meeting 11/5/18

PREPARED 11/01/2018, 12:47:30
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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 ACCOUNTING PERIOD 04/2019

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
666		05/19 AP		10/24/18	0000000	PARKADE PRINTER, INC. #10 WINDOW ENVELOPES	31.68			11/01/18
635		05/19 AP		10/16/18	0000000	KIRK GROSS COMPANY NAME PLATE-L AUKSTOLIS	42.00			11/01/18
ACCOUNT TOTAL							73.68	.00		73.68
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
666		05/19 AP		10/24/18	0000000	PARKADE PRINTER, INC. #10 WINDOW ENVELOPES	63.34			11/01/18
666		05/19 AP		10/18/18	0000000	PTM DOCUMENT SYSTEMS, INC. W-2 FORMS,1099 & W-2 ENV.	168.24			11/01/18
644		05/19 AP		10/16/18	0000000	ADVANCED SYSTEMS INC. IR 6255 COPIER MTE	23.03			11/01/18
ACCOUNT TOTAL							254.61	.00		254.61
101-1028-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES										
666		05/19 AP		10/31/18	0000000	THE OVERTURE GROUP CITY ENGINEER SEARCH	8,333.33			11/01/18
ACCOUNT TOTAL							8,333.33	.00		8,333.33
101-1028-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG										
666		05/19 AP		10/14/18	0000000	COVENANT CLINIC INFLUENZA VACCINES	3,450.00			11/01/18
ACCOUNT TOTAL							3,450.00	.00		3,450.00
101-1028-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
635		05/19 AP		10/08/18	0000000	ISCPA MEMBERSHIP-J RODENBECK	145.00			11/01/18
ACCOUNT TOTAL							145.00	.00		145.00
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
666		05/19 AP		10/24/18	0000000	PARKADE PRINTER, INC. #10 WINDOW ENVELOPES	10.56			11/01/18
644		05/19 AP		10/16/18	0000000	ADVANCED SYSTEMS INC. IR 6255 COPIER MTE	12.40			11/01/18
ACCOUNT TOTAL							22.96	.00		22.96

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Item G.

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1048-441.81-29						PROFESSIONAL SERVICES / LEGAL CONSULTANTS				
635		05/19 AP		11/01/18	0000000	AHLERS AND COONEY, P.C.	2,500.00			11/01/18
						LEGAL SERVICES-NOV'18				
635		05/19 AP		11/01/18	0000000	SWISHER & COHRT, P.L.C.	2,600.00			11/01/18
						LEGAL SERVICES-NOV'18				
						ACCOUNT TOTAL	5,100.00	.00	5,100.00	
101-1048-441.81-30						PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT				
635		05/19 AP		11/01/18	0000000	SWISHER & COHRT, P.L.C.	1,000.00			11/01/18
						LEGAL SERVICES-NOV'18				
						ACCOUNT TOTAL	1,000.00	.00	1,000.00	
101-1048-441.81-99						PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION				
666		05/19 AP		10/22/18	0000000	CPS-HUMAN RESOURCE SERVICES	522.50			11/01/18
						CIVIL SERVICE TESTING TEST DATE 10/22/18				
666		05/19 AP		10/22/18	0000000	CPS-HUMAN RESOURCE SERVICES	113.85			11/01/18
						CIVIL SERVICE TESTING TEST DATE 10/22/18				
						ACCOUNT TOTAL	636.35	.00	636.35	
101-1118-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
666		05/19 AP		10/24/18	0000000	PARKADE PRINTER, INC.	5.28			11/01/18
						#10 WINDOW ENVELOPES				
						ACCOUNT TOTAL	5.28	.00	5.28	
101-1158-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
666		05/19 AP		10/24/18	0000000	PARKADE PRINTER, INC.	5.28			11/01/18
						#10 WINDOW ENVELOPES				
						ACCOUNT TOTAL	5.28	.00	5.28	
101-1158-441.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
662		05/19 AP		10/17/18	0000000	COVER-ALL EMBROIDERY, INC.	56.00			11/01/18
						EMBROIDER JACKETS MAYOR BROWN/RON GAINES				
						ACCOUNT TOTAL	56.00	.00	56.00	
101-1199-421.31-10						HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE				
671		05/19 AP		10/15/18	0000000	ARTS MIDWEST	2,500.00			11/01/18
						ARTS LAB PROGRAM FEE				
671		05/19 AP		10/08/18	0000000	LAMAR COMPANIES	500.00			11/01/18

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1199-421.31-10						HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE				
						DAZZLE EXHIBIT BILLBOARD				
671		05/19 AP		09/11/18	00000000	US ART COMPANY INC	886.17			11/01/18
						21 ETCHINGS RETURN SHIP				
						FUNDED BY ACB				
						ACCOUNT TOTAL	3,886.17	.00	3,886.17	
101-1199-421.31-40						HUMAN DEVELOPMENT GRANTS / GRANTS - PARKS				
646		05/19 AP		10/23/18	00000000	BLACK HAWK MEMORIAL CO., INC.	700.00			11/01/18
						20 VETERANS BRICKS				
						ACCOUNT TOTAL	700.00	.00	700.00	
101-1199-441.72-19						OPERATING SUPPLIES / PRINTING				
635		05/19 AP		10/16/18	00000000	COURIER LEGAL COMMUNICATIONS	468.80			11/01/18
						10/1/18 CC MTG.MINS/BILLS				
635		05/19 AP		10/11/18	00000000	COURIER LEGAL COMMUNICATIONS	103.93			11/01/18
						FY18 ANN.FINANCAL REPORT				
						ACCOUNT TOTAL	572.73	.00	572.73	
101-1199-441.81-02						PROFESSIONAL SERVICES / AUDIT				
635		05/19 AP		10/08/18	00000000	SILVERSTONE GROUP, INC.	4,700.00			11/01/18
						GASB 75 ACTUAR.VALUATION				
						FY18				
						ACCOUNT TOTAL	4,700.00	.00	4,700.00	
101-1199-441.81-09						PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION				
666		05/19 AP		10/24/18	00000000	PARKADE PRINTER, INC.	5.28			11/01/18
						#10 WINDOW ENVELOPES				
						ACCOUNT TOTAL	5.28	.00	5.28	
101-2205-432.72-19						OPERATING SUPPLIES / PRINTING				
666		05/19 AP		10/24/18	00000000	PARKADE PRINTER, INC.	10.56			11/01/18
						#10 WINDOW ENVELOPES				
						ACCOUNT TOTAL	10.56	.00	10.56	
101-2205-432.86-09						REPAIR & MAINTENANCE / OFFICE MACHINE MAINT.				
644		05/19 AP		10/16/18	00000000	ADVANCED SYSTEMS INC.	53.14			11/01/18
						IR 6255 COPIER MTE				
						07/24/18-10/23/18				
						ACCOUNT TOTAL	53.14	.00	53.14	

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION---	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND											
101-2225-432.81-01				PROFESSIONAL SERVICES / PROFESSIONAL SERVICES							
644	05/19 AP	10/10/18	0000000	AECOM TECHNICAL SERVICES, INC	09/01/18-10/05/18			4,966.38			11/01/18
	3139-2017			SURVEY SERVICES							
PROJECT#: 023139											
ACCOUNT TOTAL								4,966.38	.00	4,966.38	
101-2225-432.81-44				PROFESSIONAL SERVICES / USGS RIVER GAUGE							
644	05/19 AP	10/19/18	0000000	MIDAMERICAN ENERGY	09/19/18-10/18/18			10.00			11/01/18
				FINCHFORD RIVER GAUGE							
ACCOUNT TOTAL								10.00	.00	10.00	
101-2225-432.86-01				REPAIR & MAINTENANCE / REPAIR & MAINTENANCE							
644	05/19 AP	10/16/18	0000000	ADVANCED SYSTEMS INC.	07/24/18-10/23/18			75.04			11/01/18
	IR C5255			COPIER MTE							
644	05/19 AP	10/16/18	0000000	ADVANCED SYSTEMS INC.	07/24/18-10/23/18			184.35			11/01/18
	IR C5255			COPIER MTE							
ACCOUNT TOTAL								259.39	.00	259.39	
101-2235-412.72-19				OPERATING SUPPLIES / PRINTING							
644	05/19 AP	10/22/18	0000000	PARKADE PRINTER, INC.				108.80			11/01/18
				PLUMB. INSPECT. STICKERS							
644	05/19 AP	06/22/18	0000000	PARKADE PRINTER, INC.				275.51			11/01/18
				BUILDING PERMIT APP. PADS							
644	05/19 AP	06/20/18	0000000	PARKADE PRINTER, INC.				344.40			11/01/18
				INSPECTION SERVICES TAGS							
644	05/19 AP	06/18/18	0000000	PARKADE PRINTER, INC.				189.43			11/01/18
				INSP. SVCS. LABELS							
				DRYWALL & FRAMING PASSED							
ACCOUNT TOTAL								918.14	.00	918.14	
101-2235-412.86-01				REPAIR & MAINTENANCE / REPAIR & MAINTENANCE							
644	05/19 AP	10/16/18	0000000	ADVANCED SYSTEMS INC.	07/24/18-10/23/18			75.04			11/01/18
	IR C5255			COPIER MTE							
644	05/19 AP	10/16/18	0000000	ADVANCED SYSTEMS INC.	07/24/18-10/23/18			10.78			11/01/18
	IR C5255			COPIER MTE							
ACCOUNT TOTAL								85.82	.00	85.82	
101-2245-442.72-19				OPERATING SUPPLIES / PRINTING							
666	05/19 AP	10/24/18	0000000	PARKADE PRINTER, INC.				21.12			11/01/18
				#10 WINDOW ENVELOPES							
ACCOUNT TOTAL								21.12	.00	21.12	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2245-442.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
644		05/19 AP		10/16/18	0000000	ADVANCED SYSTEMS INC.	88.57		11/01/18	
		IR 6255				COPIER MTE				07/24/18-10/23/18
644		05/19 AP		10/16/18	0000000	ADVANCED SYSTEMS INC.	.07		11/01/18	
		IR C5255				COPIER MTE				07/24/18-10/23/18
		ACCOUNT TOTAL					88.64	.00	88.64	
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
666		05/19 AP		10/24/18	0000000	PARKADE PRINTER, INC.	10.56		11/01/18	
		#10 WINDOW ENVELOPES								
		ACCOUNT TOTAL					10.56	.00	10.56	
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY										
662		05/19 AP		10/29/18	0000000	ARAMARK	5.90		11/01/18	
		MOPS;TOWELS-STATION #1								
662		05/19 AP		10/22/18	0000000	ARAMARK	5.90		11/01/18	
		MOPS;TOWELS-STATION #1								
662		05/19 AP		10/15/18	0000000	ARAMARK	5.90		11/01/18	
		MOPS;TOWELS-STATION #1								
		ACCOUNT TOTAL					17.70	.00	17.70	
101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES										
693		05/19 AP		10/22/18	0000000	EMERGENCY MEDICAL PRODUCTS, I	471.45		11/01/18	
		GLOVES;SMART PADS;GAUZE;				AIRWAY VENTILATION				
		ACCOUNT TOTAL					471.45	.00	471.45	
101-4511-414.72-10 OPERATING SUPPLIES / FIRE PREVENTION										
662		05/19 AP		10/25/18	0000000	O'DONNELL ACE HARDWARE	29.99		11/01/18	
		CO DETECTOR-1421 MADISON				PER BOSTWICK				
662		05/19 AP		10/18/18	0000000	ALERT-ALL CORP.	2,170.00		11/01/18	
		HATS;BAGS;COLORING BOOKS;				PENS;STICKERS				
		ACCOUNT TOTAL					2,199.99	.00	2,199.99	
101-4511-414.72-19 OPERATING SUPPLIES / PRINTING										
662		05/19 AP		10/16/18	0000000	ADVANCED SYSTEMS INC.	24.91		11/01/18	
		STATION 1/CANON IR2525				07/24/18-10/23/18				
663		05/19 AP		10/16/18	0000000	ADVANCED SYSTEMS INC.	26.16		11/01/18	
		PSS FIRE:CANON/IR2525				07/24/18-10/23/18				
		ACCOUNT TOTAL					51.07	.00	51.07	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.73-10						OTHER SUPPLIES / HEADQUARTER SUPPLIES				
662		05/19 AP		10/12/18	0000000	O'DONNELL ACE HARDWARE	6.76			11/01/18
662		05/19 AP		10/11/18	0000000	SMOKE DETECTOR RODS-INSP. WILSON RESTAURANT SUPPLY, INC KITCHEN UTENSILS/DISHES	157.80			11/01/18
ACCOUNT TOTAL							164.56	.00	164.56	
101-4511-414.81-71						PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH				
663		05/19 AP		10/17/18	0000000	BLACK HAWK CO.AUDITOR	26,327.34			11/01/18
663		05/19 AP		10/17/18	0000000	BLACK HAWK CO.AUDITOR	26,327.34			11/01/18
ACCOUNT TOTAL							52,654.68	.00	52,654.68	
101-4511-414.83-06						TRANSPORTATION&EDUCATION / EDUCATION				
662		05/19 AP		10/27/18	0000000	IOWA ASSN.PROF.FIRE CHIEFS OFFICER TRAINING LADAGE/MCNAMEARA/SCHREIBER	105.00			11/01/18
ACCOUNT TOTAL							105.00	.00	105.00	
101-4511-414.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
662		05/19 AP		10/25/18	0000000	O'DONNELL ACE HARDWARE CLIPS-WATER EXTINGUISHERS	4.66			11/01/18
ACCOUNT TOTAL							4.66	.00	4.66	
101-4511-414.86-50						REPAIR & MAINTENANCE / SERVICE CONTRACTS				
662		05/19 AP		10/22/18	0000000	MIDWEST BREATHING AIR L.L.C. QTRLY.AIR TEST;REPAIRS ANNUAL SERVICE	659.03			11/01/18
ACCOUNT TOTAL							659.03	.00	659.03	
101-4511-414.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				
662		05/19 AP		09/26/18	0000000	WERTJES UNIFORMS	570.00			11/01/18
662		05/19 AP		09/18/18	0000000	WERTJES UNIFORMS	4.00			11/01/18
662		05/19 AP		09/12/18	0000000	WERTJES UNIFORMS UNIF.ALLOW-SHIRTS;PATCHES RICK SHARP JOHN BOSTWICK	100.50			11/01/18
ACCOUNT TOTAL							674.50	.00	674.50	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
666		05/19 AP		10/24/18	0000000	PARKADE PRINTER, INC. #10 WINDOW ENVELOPES	10.56			11/01/18
						ACCOUNT TOTAL	10.56	.00	10.56	
101-5521-415.71-07						OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES				
693		05/19 AP		10/24/18	0000000	PROFESSIONAL LAWN CARE, LLC CODE ENF.-3036 PHEASANT	902.50			11/01/18
						ACCOUNT TOTAL	902.50	.00	902.50	
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
663		05/19 AP		10/16/18	0000000	DES MOINES STAMP MFG. CO. NOTARY STAMP-MIKE HAYES	26.98			11/01/18
663		05/19 AP		10/16/18	0000000	DES MOINES STAMP MFG. CO. NOTARY STAMP-MIKE BRIGGS	26.97			11/01/18
663		05/19 AP		10/16/18	0000000	GIBSON SPECIALTY CO. MAILBOX & LOCKER NAMETAGS	15.50			11/01/18
663		05/19 AP		10/08/18	0000000	DOUGAN/LECHTENBERG CINTAS FIRST AID & SAFETY	39.93			11/01/18
663		05/19 AP		10/05/18	0000000	RESTOCK PD FIRST AID KIT SPARE KEYS-PD #13	4.50			11/01/18
						ACCOUNT TOTAL	113.88	.00	113.88	
101-5521-415.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES				
663		05/19 AP		09/25/18	0000000	COURIER COMMUNICATIONS 52 WEEKS:1/19/19-1/18/20	437.00			11/01/18
						ACCOUNT TOTAL	437.00	.00	437.00	
101-5521-415.72-19						OPERATING SUPPLIES / PRINTING				
663		05/19 AP		10/16/18	0000000	PARKADE PRINTER, INC. NO PARKING SIGN PAPER	149.92			11/01/18
663		05/19 AP		10/16/18	0000000	ADVANCED SYSTEMS INC. PSS POL:CANON IR6255	342.87			11/01/18
663		05/19 AP		10/16/18	0000000	ADVANCED SYSTEMS INC. PSS FIRE:CANON/IR2525	8.72			11/01/18
						ACCOUNT TOTAL	501.51	.00	501.51	
101-5521-415.72-20						OPERATING SUPPLIES / OFFICERS EQUIPMENT				
663		05/19 AP		10/28/18	0000000	GALLS, LLC RAIN JACKETS	327.44			11/01/18

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.72-20						OPERATING SUPPLIES / OFFICERS EQUIPMENT				
663		05/19 AP		09/26/18	0000000	WERTJES UNIFORMS	14.50		11/01/18	
						OPT.EQUIPMENT-CUFF KEY				
663		05/19 AP		09/24/18	0000000	WERTJES UNIFORMS	39.50		11/01/18	
						OPT.EQUIP.-CUFF CASE				
663		05/19 AP		09/21/18	0000000	ENTENMANN-ROVIN CO.	431.10		11/01/18	
						WALLET BADGES				
663		05/19 AP		09/21/18	0000000	ENTENMANN-ROVIN CO.	431.10		11/01/18	
						WALLET BADGES				
663		05/19 AP		09/14/18	0000000	REIMERS/HANCOCK/VELASCO	12.00		11/01/18	
						OPT.EQUIP.-BADGE HOLDER				
663		05/19 AP		09/10/18	0000000	WERTJES UNIFORMS	25.50		11/01/18	
						OPT.EQUIP.-RADIO HOLDER				
663		05/19 AP		09/10/18	0000000	WERTJES UNIFORMS	25.50		11/01/18	
						OPT.EQUIP.-RADIO HOLDER				
663		05/19 AP		09/05/18	0000000	WERTJES UNIFORMS	12.50		11/01/18	
						OPT.EQUIP.-HANDCUFF STRAP				
663		05/19 AP		09/05/18	0000000	WERTJES UNIFORMS	12.50		11/01/18	
						OPT.EQUIP.-HANDCUFF STRAP				
						CEDRIC DANILSON				
						ACCOUNT TOTAL	1,331.64	.00	1,331.64	
101-5521-415.72-33 OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM										
663		05/19 AP		09/21/18	0000000	WERTJES UNIFORMS	47.00		11/01/18	
						UNIFORM ALLOWANCE-POLO				
663		05/19 AP		09/12/18	0000000	WERTJES UNIFORMS	50.00		11/01/18	
						UNIF.ALLOW.-POLO; PATCHES				
						JOHN BOSTWICK				
						ACCOUNT TOTAL	97.00	.00	97.00	
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE										
635		05/19 AP		10/17/18	0000000	FEDERAL EXPRESS	12.97		11/01/18	
						RETURN DEFECTIVE MERCH.				
						KIESLER POLICE SUPPLY				
						ACCOUNT TOTAL	12.97	.00	12.97	
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
663		05/19 AP		10/10/18	0000000	WATERLOO, CITY OF	300.00		11/01/18	
						PRE-EMPLOYMENT POLYGRAPHS				
663		05/19 AP		10/08/18	0000000	DOUGAN/LECHTENBERG	150.00		11/01/18	
						PSYCH.EVAL.-LECHTENBERG				
663		05/19 AP		10/05/18	0000000	IOWA LAW ENFORCEMENT ACADEMY	300.00		11/01/18	
						EVALUATION OF MMPI-9/21				
						DOUGAN/LECHTENBERG				
						ACCOUNT TOTAL	750.00	.00	750.00	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-5521-415.81-71						PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH					
663		05/19 AP		10/17/18	0000000	BLACK HAWK CO.AUDITOR	52,654.66			11/01/18	
		FY19 Q1 CONSOLIDATED COMM									
663		05/19 AP		10/17/18	0000000	BLACK HAWK CO.AUDITOR	52,654.66			11/01/18	
		FY19 Q2 CONSOLIDATED COMM									
		ACCOUNT TOTAL							100		105,309.32
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION											
677		04/19 AP		10/29/18	0128838	BLACK HAWK CO.SHERIFF					
		VOID-CHECK NOT NEEDED									
		REG:FTO SCHOOL-FERGUSON									
663		05/19 AP		08/16/18	0000000	FBI-LEEDA	695.00			11/01/18	
		REG:LDRSHP.INST-D.O'NEILL									
		EDINA, MN-1/6-1/11/19									
		ACCOUNT TOTAL							450.00		245.00
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS											
663		05/19 AP		10/19/18	0000000	O'DONNELL ACE HARDWARE	69.95			11/01/18	
		FLASHLIGHT BATTERIES									
		ACCOUNT TOTAL							00		69.95
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE											
663		05/19 AP		09/27/18	0000000	WERTJES UNIFORMS	45.00			11/01/18	
		UNIFORM ALLOWANCE-POLO									
663		05/19 AP		09/27/18	0000000	WERTJES UNIFORMS	92.00			11/01/18	
		UNIFORM ALLOWANCE-POLOS									
663		05/19 AP		09/26/18	0000000	WERTJES UNIFORMS	47.00			11/01/18	
		UNIF.ALLOWANCE-POLO									
663		05/19 AP		09/26/18	0000000	WERTJES UNIFORMS	47.00			11/01/18	
		UNIFORM ALLOWANCE-POLO									
663		05/19 AP		09/25/18	0000000	WERTJES UNIFORMS	43.00			11/01/18	
		UNIFORM ALLOWANCE-POLO									
663		05/19 AP		09/24/18	0000000	WERTJES UNIFORMS	47.00			11/01/18	
		UNIFORM ALLOWANCE-POLO									
663		05/19 AP		09/21/18	0000000	WERTJES UNIFORMS	47.00			11/01/18	
		UNIFORM ALLOWANCE-POLO									
663		05/19 AP		09/21/18	0000000	WERTJES UNIFORMS	45.00			11/01/18	
		UNIFORM ALLOWANCE-POLO									
663		05/19 AP		09/21/18	0000000	WERTJES UNIFORMS	24.95			11/01/18	
		UNIFORM ALLOWANCE-GARTERS									
663		05/19 AP		09/21/18	0000000	WERTJES UNIFORMS	47.00			11/01/18	
		UNIFORM ALLOWANCE-POLO									
663		05/19 AP		09/21/18	0000000	WERTJES UNIFORMS	127.00			11/01/18	
		UNIF.ALLOW.-POLO;PANTS									
		PRESTON RUSSELL									

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-5521-415.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE			
663		05/19 AP		09/20/18	0000000	WERTJES UNIFORMS	45.00		11/01/18
						UNIFORM ALLOWANCE-POLO			
663		05/19 AP		09/19/18	0000000	WERTJES UNIFORMS	53.50		11/01/18
						UNIF.ALLOW-SHIRT;PATCHES			
663		05/19 AP		09/18/18	0000000	WERTJES UNIFORMS	47.00		11/01/18
						UNIF.ALLOW-POLO;PATCHES			
663		05/19 AP		09/14/18	0000000	WERTJES UNIFORMS	8.00		11/01/18
						UNIFORM ALLOWANCE-PATCHES			
663		05/19 AP		09/14/18	0000000	WERTJES UNIFORMS	53.50		11/01/18
						UNIF.ALLOW-SHIRT;PATCHES			
663		05/19 AP		09/12/18	0000000	WERTJES UNIFORMS	45.00		11/01/18
						UNIFORM ALLOWANCE-POLO			
663		05/19 AP		09/12/18	0000000	WERTJES UNIFORMS	103.50		11/01/18
						UNIF.ALLOW-SHIRTS;PATCHES			
663		05/19 AP		09/12/18	0000000	WERTJES UNIFORMS	53.50		11/01/18
						UNIF.ALLOW-SHIRT;PATCHES			
663		05/19 AP		09/12/18	0000000	WERTJES UNIFORMS	45.00		11/01/18
						UNIF.ALLOW-POLO;PATCHES			
663		05/19 AP		09/11/18	0000000	WERTJES UNIFORMS	153.50		11/01/18
						UNIF.ALLOW-SHIRTS;PATCHES			
663		05/19 AP		09/11/18	0000000	WERTJES UNIFORMS	112.50		11/01/18
						UNIF.ALLOW-SHIRTS;PANTS			
663		05/19 AP		09/11/18	0000000	WERTJES UNIFORMS	50.00		11/01/18
						UNIF.ALLOW-SHIRT;PATCHES			
663		05/19 AP		09/11/18	0000000	WERTJES UNIFORMS	53.50		11/01/18
						UNIF.ALLOW-SHIRT;PATCHES			
663		05/19 AP		09/10/18	0000000	WERTJES UNIFORMS	39.99		11/01/18
						UNIFORM ALLOWANCE-GLOVES			
663		05/19 AP		09/06/18	0000000	WERTJES UNIFORMS	80.00		11/01/18
						UNIFORM ALLOWANCE-PANTS			
663		05/19 AP		09/06/18	0000000	WERTJES UNIFORMS	108.30		11/01/18
						UNIF.ALLOWANCE-PANTS;SOX			
663		05/19 AP		09/05/18	0000000	WERTJES UNIFORMS	90.00		11/01/18
						UNIFORM ALLOWANCE-POLOS			
663		05/19 AP		09/05/18	0000000	WERTJES UNIFORMS	92.00		11/01/18
						UNIFORM ALLOWANCE-POLOS			
663		05/19 AP		09/05/18	0000000	WERTJES UNIFORMS	109.99		11/01/18
						UNIF.ALLOWANCE-POLOS;HAT			
663		05/19 AP		09/03/18	0000000	WERTJES UNIFORMS	516.00		11/01/18
						UNIF.ALLOW.-PANTS;POLOS			
663		05/19 AP		08/24/18	0000000	WERTJES UNIFORMS	172.00		11/01/18
						UNIF.ALLOW.-PANTS;POLOS			
663		05/19 AP		08/24/18	0000000	WERTJES UNIFORMS	172.00		11/01/18
						UNIF.ALLOW.-POLOS;PANTS			
663		05/19 AP		08/24/18	0000000	WERTJES UNIFORMS	90.00		11/01/18
						UNIFORM ALLOWANCE-POLOS			
ACCOUNT TOTAL							2,952.73	0.00	2,952.73

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.93-01						EQUIPMENT / EQUIPMENT				
663		05/19 AP		10/04/18	0000000	WATCHGUARD VIDEO	6,140.00			11/01/18
						BODY CAMERAS & WARRANTIES				
						ACCOUNT TOTAL	6,140.00	.00	6,140.00	
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY										
663		05/19 AP		10/09/18	0000000	CEDAR BEND HUMANE SOCIETY	3,963.75			11/01/18
						SEP'18 ANIMAL SURRENDER				
						ACCOUNT TOTAL	3,963.75	.00	3,963.75	
101-7713-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
589		05/19 AP		10/09/18	0000000	O'DONNELL ACE HARDWARE	5.98			11/01/18
						S HOOKS				
602		05/19 AP		09/30/18	0000000	NAPA AUTO PARTS	129.18			11/01/18
						PARTS & EXPENSES SEP 2018				
						ACCOUNT TOTAL	135.16	.00	135.16	
101-7716-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
660		05/19 AP		10/19/18	0000000	MARTIN BROS.DISTRIBUTING	62.28			11/01/18
						GLASS CLEANER, SOAP, LINERS				
						TOWELS, TISSUE, GLOVES				
PROJECT#:					062501					
660		05/19 AP		10/19/18	0000000	MARTIN BROS.DISTRIBUTING	115.18			11/01/18
						GLASS CLEANER, SOAP, LINERS				
						TOWELS, TISSUE, GLOVES				
PROJECT#:					062503					
660		05/19 AP		10/19/18	0000000	MARTIN BROS.DISTRIBUTING	237.60			11/01/18
						GLASS CLEANER, SOAP, LINERS				
						TOWELS, TISSUE, GLOVES				
PROJECT#:					062506					
660		05/19 AP		10/19/18	0000000	MARTIN BROS.DISTRIBUTING	1,062.19			11/01/18
						GLASS CLEANER, SOAP, LINERS				
						TOWELS, TISSUE, GLOVES				
PROJECT#:					062507					
660		05/19 AP		10/19/18	0000000	MARTIN BROS.DISTRIBUTING		82.16		11/01/18
						CREDIT RETURNED GLOVES				
PROJECT#:					062506					
649		05/19 AP		10/12/18	0000000	MARTIN BROS.DISTRIBUTING	124.52			11/01/18
						DEOD, SOAP, GLOVES, TOWELS,				
						TISSUE, URINAL SCREENS				
PROJECT#:					062501					
649		05/19 AP		10/12/18	0000000	MARTIN BROS.DISTRIBUTING	44.36			11/01/18
						DEOD, SOAP, GLOVES, TOWELS,				
						TISSUE, URINAL SCREENS				
PROJECT#:					062503					
649		05/19 AP		10/12/18	0000000	MARTIN BROS.DISTRIBUTING	19.24			11/01/18
						DEOD, SOAP, GLOVES, TOWELS,				
						TISSUE, URINAL SCREENS				
PROJECT#:					062506					
649		05/19 AP		10/12/18	0000000	MARTIN BROS.DISTRIBUTING	543.03			11/01/18
						DEOD, SOAP, GLOVES, TOWELS,				
						TISSUE, URINAL SCREENS				

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-7716-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES							continued			
PROJECT#: 062507										
649		05/19 AP		10/12/18	0000000	MARTIN BROS.DISTRIBUTING DEOD, SOAP, GLOVES, TOWELS, TISSUE, URINAL SCREENS	73.94			11/01/18
PROJECT#: 062510										
649		05/19 AP		10/12/18	0000000	O'DONNELL ACE HARDWARE SCREWS - BATTERIES	15.83			11/01/18
PROJECT#: 062507										
649		05/19 AP		10/05/18	0000000	MARTIN BROS.DISTRIBUTING SOAP, LINERS, TISSUE, TOWELS CUPS	375.30			11/01/18
PROJECT#: 062501										
602		05/19 AP		09/30/18	0000000	NAPA AUTO PARTS PARTS & EXPENSES SEP 2018	872.83			11/01/18
ACCOUNT TOTAL							3,546.30	82.16		3,464.14
101-7716-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
660		05/19 AP		10/23/18	0000000	O'DONNELL ACE HARDWARE TOOL BOX, GARBAGE CAN	46.98			11/01/18
PROJECT#: 062507										
649		05/19 AP		10/11/18	0000000	FASTENAL COMPANY DRILL BIT-EXT CHUCK	14.76			11/01/18
PROJECT#: 062509										
649		05/19 AP		10/10/18	0000000	CORY'S PAINTING, L.L.C. PAINT WINDOWS	335.80			11/01/18
PROJECT#: 062505										
ACCOUNT TOTAL							397.54	.00		397.54
101-7716-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
660		05/19 AP		10/17/18	0000000	ECHO GROUP, INC. WIRE CONNECTORS	25.10			11/01/18
PROJECT#: 062506										
660		05/19 AP		10/16/18	0000000	ECHO GROUP, INC. WIRE AND CONNECTORS	36.67			11/01/18
PROJECT#: 062506										
649		05/19 AP		10/10/18	0000000	O'DONNELL ACE HARDWARE COUPLER, SCREWS, EYELETS	10.36			11/01/18
PROJECT#: 062507										
649		05/19 AP		10/09/18	0000000	PLUMB SUPPLY COMPANY, LLC KNIFE, URINAL VALVE	361.84			11/01/18
PROJECT#: 062508										
649		05/19 AP		10/03/18	0000000	ECHO GROUP, INC. SCREWS	35.14			11/01/18
PROJECT#: 062506										
589		05/19 AP		09/26/18	0000000	ECHO GROUP, INC. EMERGENCY LIGHT BATTERIES	339.16			11/01/18
PROJECT#: 062503										

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-7716-446.73-06 OTHER SUPPLIES / BUILDING REPAIR											
							continued				
ACCOUNT TOTAL							808.27	.00	808.27		
101-7716-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL											
589		05/19 AP		10/04/18	0000000	PLUNKETT'S PEST CONTROL, INC	15.00			11/01/18	
PROJECT#:				062510		PEST CONTROL-FIRE MAIN ST					
589		05/19 AP		10/04/18	0000000	PLUNKETT'S PEST CONTROL, INC	40.00			11/01/18	
PROJECT#:				062507		PEST CONTROL-206 GRANT ST					
589		05/19 AP		10/03/18	0000000	PLUNKETT'S PEST CONTROL, INC	15.00			11/01/18	
PROJECT#:				062510		PEST CONTROL-LONE TREE RD					
ACCOUNT TOTAL							70.00	.00	70.00		
101-7716-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS											
660		05/19 AP		10/17/18	0000000	ARAMARK	62.50			11/01/18	
PROJECT#:				062501		MATS - CITY HALL					
649		05/19 AP		10/10/18	0000000	ARAMARK	9.12			11/01/18	
PROJECT#:				062508		MATS - COMMUNITY CENTER					
649		05/19 AP		10/10/18	0000000	ARAMARK	54.50			11/01/18	
PROJECT#:				062503		MATS - LIBRARY					
589		05/19 AP		10/09/18	0000000	ARAMARK	119.00			11/01/18	
PROJECT#:				062506		MATS - PUBLIC WORKS					
649		05/19 AP		10/09/18	0000000	ARAMARK	45.00			11/01/18	
PROJECT#:				062509		MATS - WELCOME CENTER					
649		05/19 AP		10/08/18	0000000	PLUMB TECH INC.	72.00			11/01/18	
PROJECT#:				062516		WATER HEATER REPAIR					
649		05/19 AP		10/07/18	0000000	BLACKHAWK SPRINKLERS, INC.	255.00			11/01/18	
PROJECT#:				062503		FIRE SPRINKLER INSPECTION					
589		05/19 AP		10/03/18	0000000	ARAMARK	62.50			11/01/18	
PROJECT#:				062501		MATS - CITY HALL					
602		05/19 AP		09/30/18	0000000	COURIER COMMUNICATIONS	18.73			11/01/18	
PROJECT#:				062501		RENTAL PROPERTY AD					
ACCOUNT TOTAL							698.35	.00	698.35		

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Item G.

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-7716-446.86-14						REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING				
660		05/19 AP		10/11/18	0000000	AIRE SERV.OF THE CEDAR VALLEY	341.97			11/01/18
		PROJECT#:		062501		HVAC REPAIR-IT CITY HALL				
660		05/19 AP		10/11/18	0000000	AIRE SERV.OF THE CEDAR VALLEY	576.76			11/01/18
		PROJECT#:		062516		HVAC REPAIR. PHEASANT RIDGE GOLF				
		ACCOUNT TOTAL					918.73	.00		918.73
101-7716-446.86-30						REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP				
589		05/19 AP		10/01/18	0000000	CHRISTIE DOOR COMPANY	463.00			11/01/18
		PROJECT#:		062506		GARAGE DOOE REPAIR				
		ACCOUNT TOTAL					463.00	.00		463.00
101-7733-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
649		05/19 AP		10/19/18	0000000	DIAMOND VOGEL PAINT - #52	52.49			11/01/18
		PROJECT#:				TARPS				
649		05/19 AP		10/15/18	0000000	MIRACLE RECREATION EQUIPMENT	365.08			11/01/18
		PROJECT#:				SWING SET SEATS				
602		05/19 AP		10/11/18	0000000	STOKES WELDING	120.00			11/01/18
		PROJECT#:				CHAINSAW CHAINS				
602		05/19 AP		10/10/18	0000000	O'DONNELL ACE HARDWARE	6.69			11/01/18
		PROJECT#:				NOZZLE TWIST				
602		05/19 AP		09/30/18	0000000	NAPA AUTO PARTS	1,275.48			11/01/18
		PROJECT#:				PARTS & EXPENSES SEP 2018				
589		05/19 AP		09/24/18	0000000	COOLEY PUMPING, LLC	190.00			11/01/18
		PROJECT#:				DROP TOILET HILLSIDE CEM				
		ACCOUNT TOTAL					2,009.74	.00		2,009.74
101-7733-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
649		05/19 AP		10/12/18	0000000	COOLEY PUMPING, LLC	210.00			11/01/18
		PROJECT#:				DROP TOILETS-TONDRO PRAY				
		ACCOUNT TOTAL					210.00	.00		210.00
101-7733-423.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
660		05/19 AP		10/14/18	0000000	K & K GARDENS	2,583.38			11/01/18
		PROJECT#:				TREES				
		ACCOUNT TOTAL					2,583.38	.00		2,583.38

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-7753-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
646		05/19 AP		10/17/18	0000000	ADVANCED SYSTEMS INC.	374.24			11/01/18
		REC CANON		IRCS255		7/25/18-10/24/18				
646		05/19 AP		10/11/18	0000000	POLK'S LOCK SERVICE, INC.	120.00			11/01/18
		SAFE REPAIR								
ACCOUNT TOTAL							494.24	.00	494.24	
101-7753-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS/ACTIVE EQUIP										
646		05/19 AP		10/22/18	0000000	TNT TUMBLING	810.00			11/01/18
		TUMBLING		INSTRUCTION		10/6/18 - 11/3/18				
646		05/19 AP		10/09/18	0000000	XPRESSIONS	297.60			11/01/18
		YOUTH BASKETBALL		TSHIRTS		1ST NATIONAL BANK				
646		05/19 AP		10/09/18	0000000	XPRESSIONS	199.95			11/01/18
		YOUTH BASKETBALL		TSHIRTS		LIONS CLUB				
646		05/19 AP		10/09/18	0000000	XPRESSIONS	385.95			11/01/18
		YOUTH BASKETBALL		TSHIRTS		AMVETS				
ACCOUNT TOTAL							1,693.50	.00	1,693.50	
101-7753-423.72-32 OPERATING SUPPLIES / ADULT SPORTS SUPPLIES										
646		05/19 AP		10/22/18	0000000	OSTBY, HILDA	300.00			11/01/18
		BALLROOM DANCE				10/11/18 TO 11/8/18				
646		05/19 AP		10/11/18	0000000	IOWA SPORTS SUPPLY, INC.	107.50			11/01/18
		HOME PLATE PLAQUES				NYLON BEAN BAG				
ACCOUNT TOTAL							407.50	.00	407.50	
101-7753-423.86-31 REPAIR & MAINTENANCE / SWIM POOL REPAIR & MAINT.										
646		05/19 AP		10/11/18	0000000	PLUMB TECH INC.	308.66			11/01/18
		GAS VALVE SOLENOID				REPLACEMENT-LAZY RIVER				
ACCOUNT TOTAL							308.66	.00	308.66	
101-7753-423.87-04 RENTALS / CF SCHOOL FACILITIES										
646		05/19 AP		10/16/18	0000000	CEDAR FALLS COMMUNITY SCHOOLS	30,000.00			11/01/18
		FACILITY USAGE		2018-2019						
ACCOUNT TOTAL							30,000.00	.00	30,000.00	
101-7753-423.89-06 MISCELLANEOUS SERVICES / INDOOR POOL OPERATIONS										
646		05/19 AP		10/16/18	0000000	CEDAR FALLS COMMUNITY SCHOOLS	25,000.00			11/01/18
		POOL USAGE		2018-2019						
ACCOUNT TOTAL							25,000.00	.00	25,000.00	

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ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-7753-423.89-14						MISCELLANEOUS SERVICES / REFUNDS				
646		05/19 AP		10/23/18	0000000	KREMER, KEN	100.00			11/01/18
						REFUND-SHELTER RENTAL				
						ACCOUNT TOTAL	100.00	.00	100.00	
101-7780-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
671		05/19 AP		10/27/18	0000000	ZHEN, LIAN QUAN	1,785.00			11/01/18
						VISITING ARTIST FEE FOR THREE DAY WORKSHOP				
671		05/19 AP		10/16/18	0000000	ADVANCED SYSTEMS INC.	36.28			11/01/18
						COPIER CONTRACT CHARGE				
671		05/19 AP		10/16/18	0000000	ADVANCED SYSTEMS INC.	16.69			11/01/18
						COPIER CONTRACT CHARGE				
						ACCOUNT TOTAL	1,837.97	.00	1,837.97	
101-7780-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
644		05/19 AP		09/11/18	0000000	AECOM TECHNICAL SERVICES, INC	505.59			11/01/18
						DT LEVEE-ART FOOTING 07/07/18-08/31/18				
						ACCOUNT TOTAL	505.59	.00	505.59	
						FUND TOTAL	287,848.80	532.16	287,316.64	
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-7737-436.72-16						OPERATING SUPPLIES / TOOLS				
649		05/19 AP		10/10/18	0000000	CAMPBELL SUPPLY WATERLOO	201.31			11/01/18
						3" CORE BIT- 7/16" BIT ANCHORS				
						ACCOUNT TOTAL	201.31	.00	201.31	
206-7737-436.72-17						OPERATING SUPPLIES / UNIFORMS				
589		05/19 AP		10/05/18	0000000	SERVICEWEAR APPAREL, INC.	122.10			11/01/18
						CARGO PANTS-JACOB CLARK				
						ACCOUNT TOTAL	122.10	.00	122.10	
206-7737-436.72-57						OPERATING SUPPLIES / ICE CONTROL				
602		05/19 AP		10/10/18	0000000	TRACTOR SUPPLY CO.	399.98			11/01/18
						(2) 40GAL SPOT SPRAYERS				
602		05/19 AP		10/10/18	0000000	TRACTOR SUPPLY CO.	136.47			11/01/18
						PVC FITTINGS				
649		05/19 AP		10/10/18	0000000	MENARDS-CEDAR FALLS	5.64			11/01/18

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-7737-436.72-57 OPERATING SUPPLIES / ICE CONTROL							continued			
PIPE NIPPLES										
649		05/19 AP		10/02/18	0000000	FASTENAL COMPANY	28.20			11/01/18
WEDGE ANCHORS, BOLTS										
ACCOUNT TOTAL							570.29	.00	570.29	
206-7737-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
602		05/19 AP		10/11/18	0000000	CINTAS FIRST AID & SAFETY	59.00			11/01/18
SAFETY SUPPLIES										
ACCOUNT TOTAL							59.00	.00	59.00	
206-7737-436.73-28 OTHER SUPPLIES / SIDEWALKS										
660		05/19 AP		10/18/18	0000000	BENTON'S READY MIX CONCRETE,	347.50			11/01/18
CONCRETE - WALNUT STREET										
649		05/19 AP		10/04/18	0000000	MENARDS-CEDAR FALLS	12.98			11/01/18
PAVER LOCKING SAND										
ACCOUNT TOTAL							360.48	.00	360.48	
206-7737-436.73-32 OTHER SUPPLIES / STREETS										
649		05/19 AP		10/16/18	0000000	BUILDERS SELECT LLC	17.49			11/01/18
7/16 X 12X16 HARDBOARD										
649		05/19 AP		10/15/18	0000000	O'DONNELL ACE HARDWARE	6.99			11/01/18
GORILLA TAPE										
649		05/19 AP		10/13/18	0000000	ASPRO, INC.	84.46			11/01/18
ASPHALT HOT MIX										
589		05/19 AP		10/11/18	0000000	BLACK HAWK CO SOLID WASTE MGM	994.00			11/01/18
ASPHALT EMULSION DISPOSAL										
602		05/19 AP		10/11/18	0000000	O'DONNELL ACE HARDWARE	26.99			11/01/18
SAWZAL BLADE										
602		05/19 AP		10/11/18	0000000	O'DONNELL ACE HARDWARE	8.46			11/01/18
NUTS, BOLTS										
602		05/19 AP		10/06/18	0000000	ASPRO, INC.	97.58			11/01/18
HOT MIX ASPHALT										
589		05/19 AP		10/03/18	0000000	PETERSON CONTRACTORS	120.00			11/01/18
ASPHALT REGRINDS										
602		05/19 AP		09/30/18	0000000	NAPA AUTO PARTS	175.97			11/01/18
PARTS & EXPENSES SEP 2018										
ACCOUNT TOTAL							1,531.94	.00	1,531.94	
206-7737-436.86-09 REPAIR & MAINTENANCE / OFFICE MACHINE MAINT.										
649		05/19 AP		10/16/18	0000000	ADVANCED SYSTEMS INC.	72.17			11/01/18
IR2525 COPIER MTE										
7-24 TO 10-23-18										

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-7737-436.86-09 REPAIR & MAINTENANCE / OFFICE MACHINE MAINT.						continued				
ACCOUNT TOTAL							72.17	.00	72.17	
206-7737-436.93-01 EQUIPMENT / EQUIPMENT										
660		05/19 AP		10/11/18	0000000	TRISTATE TRUCK EQUIPMENT	15,616.74			11/01/18
#243 BOX REPLACEMENT										
660		05/19 AP		09/25/18	0000000	TRISTATE TRUCK EQUIPMENT	10,386.28			11/01/18
#235 BOX REPLACEMENT										
ACCOUNT TOTAL							26,003.02	.00	26,003.02	
206-7747-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
602		05/19 AP		09/30/18	0000000	NAPA AUTO PARTS	3.40			11/01/18
PARTS & EXPENSES SEP 2018										
ACCOUNT TOTAL							3.40	.00	3.40	
206-7747-436.72-16 OPERATING SUPPLIES / TOOLS										
649		05/19 AP		10/12/18	0000000	MENARDS-CEDAR FALLS	28.70			11/01/18
TOOLS-FOR RENT SIGNS										
ACCOUNT TOTAL							28.70	.00	28.70	
206-7747-436.73-19 OTHER SUPPLIES / BARRICADES & FLASHERS										
649		05/19 AP		10/12/18	0000000	ECHO GROUP, INC.	10.23			11/01/18
PARTS FOR SIGNAL REPAIR										
ACCOUNT TOTAL							10.23	.00	10.23	
206-7747-436.73-25 OTHER SUPPLIES / TRAFFIC SIGNS										
589		05/19 AP		09/25/18	0000000	AMERICAN TRAFFIC SAFETY MATER	3,470.12			11/01/18
VINYL FOR SIGN MAKING										
ACCOUNT TOTAL							3,470.12	.00	3,470.12	
206-7747-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
649		05/19 AP		10/16/18	0000000	ADVANCED SYSTEMS INC.	4.54			11/01/18
IR1025IF COPIER MTE 7-24 TO 10-23-18										
ACCOUNT TOTAL							4.54	.00	4.54	
206-7747-436.86-72 REPAIR & MAINTENANCE / CONTRACT STREET PAINTING										

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ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-7747-436.86-72 REPAIR & MAINTENANCE / CONTRACT STREET PAINTING										
589		05/19 AP		09/27/18	00000000	LASER LINE STRIPING & SWEEPIN	38,980.00			11/01/18
STREET PAINTING 2018										
ACCOUNT TOTAL							38,980.00	.00	38,980.00	
206-7747-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
649		05/19 AP		10/18/18	00000000	MOBOTREX, INC	11,280.00			11/01/18
SIGNAL TEST EQUIPMENT										
ACCOUNT TOTAL							11,280.00	.00	11,280.00	
FUND TOTAL							82,697.30	.00	82,697.30	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
666		05/19 AP		10/24/18	00000000	PARKADE PRINTER, INC.	10.56			11/01/18
#10 WINDOW ENVELOPES										
663		05/19 AP		10/16/18	00000000	ADVANCED SYSTEMS INC.	52.31			11/01/18
PSS FIRE:CANON/IR2525 07/24/18-10/23/18										
ACCOUNT TOTAL							62.87	.00	62.87	
FUND TOTAL							62.87	.00	62.87	
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.72-19 OPERATING SUPPLIES / PRINTING										
666		05/19 AP		10/24/18	00000000	PARKADE PRINTER, INC.	5.28			11/01/18
#10 WINDOW ENVELOPES										
ACCOUNT TOTAL							5.28	.00	5.28	
223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
644		05/19 AP		09/30/18	00000000	IOWA NORTHLAND REGIONAL CO. O	1,215.51			11/01/18
ENTITLEMENT PLAN REPORTS SEPTEMBER EXPENSES										
644		05/19 AP		09/30/18	00000000	IOWA NORTHLAND REGIONAL CO. O	408.68			11/01/18
ENTITLEMENT AGENCY AWARD SEPTEMBER EXPENSES										
ACCOUNT TOTAL							1,624.19	.00	1,624.19	
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										

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ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 223 COMMUNITY BLOCK GRANT										
223-2234-432.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES				
644	05/19	AP	09/30/18	0000000		IOWA NORTHLAND REGIONAL CO. O	749.92		11/01/18	
						ENTITLEMENT REPAIR GA				
644	05/19	AP	09/30/18	0000000		IOWA NORTHLAND REGIONAL CO. O	800.20		11/01/18	
						ENTITLEMENT REHAB GA				
644	05/19	AP	09/30/18	0000000		IOWA NORTHLAND REGIONAL CO. O	554.46		11/01/18	
						ENTITLEMENT REHAB TA				
						ACCOUNT TOTAL	2,104.58	.00	2,104.58	
						FUND TOTAL	3,734.05	.00	3,734.05	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.92-44						STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION				
644	05/19	AP	10/16/18	0000000		PETERSON CONTRACTORS	129,659.60		11/01/18	
						3141-STREET CONSTRUCTION				
						PROJECT#: 023141				
						ACCOUNT TOTAL	129,659.60	.00	129,659.60	
						FUND TOTAL	129,659.60	.00	129,659.60	
FUND 254 CABLE TV FUND										
254-1088-431.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
666	05/19	AP	10/24/18	0000000		PARKADE PRINTER, INC.	5.28		11/01/18	
						#10 WINDOW ENVELOPES				
						ACCOUNT TOTAL	5.28	.00	5.28	
254-1088-431.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
666	05/19	AP	10/30/18	0000000		METRO STUDIOS	1,800.00		11/01/18	
						3 PLAY RENTAL				
635	05/19	AP	10/17/18	0000000		FEDERAL EXPRESS	60.50		11/01/18	
						SHIPPING-NEWTEK INC				
635	05/19	AP	10/17/18	0000000		FEDERAL EXPRESS	39.16		11/01/18	
						SHIPPING-VITEC PRODUCTION				
						ACCOUNT TOTAL	1,899.66	.00	1,899.66	
254-1088-431.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
635	05/19	AP	10/22/18	0000000		STICKFORT ELECTRIC CO., INC.	742.00		11/01/18	
						100'EXTENSION CORD-CTV				
635	05/19	AP	08/06/18	0000000		B & H PHOTO-VIDEO-PRO AUDIO	1,077.90		11/01/18	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 254 CABLE TV FUND										
254-1088-431.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS AJA 2-CH FIBER OPTICAL				continued
						ACCOUNT TOTAL	1,819.90	.00	1,819.90	
						FUND TOTAL	3,724.84	.00	3,724.84	
FUND 258 PARKING FUND										
258-5531-435.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
666		05/19 AP		10/24/18	0000000	PARKADE PRINTER, INC. #10 WINDOW ENVELOPES	10.56			11/01/18
						ACCOUNT TOTAL	10.56	.00	10.56	
258-5531-435.81-48						PROFESSIONAL SERVICES / CONTRACT SERVICES				
666		05/19 AP		09/30/18	0000000	DUNCAN SOLUTIONS, INC. PARKING FEES-SEPT 2018	3,348.12			11/01/18
						ACCOUNT TOTAL	3,348.12	.00	3,348.12	
						FUND TOTAL	3,358.68	.00	3,358.68	
FUND 261 TOURISM & VISITORS										
261-7791-423.73-55						OTHER SUPPLIES / MEDIA				
684		05/19 AP		09/30/18	0000000	IOWA PUBLIC RADIO, INC. AM DRIVE SPONSORSHIP	293.60			11/01/18
684		05/19 AP		09/30/18	0000000	ZLR IGNITION	1,276.25			11/01/18
684		05/19 AP		08/29/18	0000000	HEUSS PRINTING, INC. 1/2 PG AD SEPT/OCT ISSUE	805.50			11/01/18
						ACCOUNT TOTAL	2,375.35	.00	2,375.35	
261-7791-423.73-57						OTHER SUPPLIES / GIFT SHOP				
684		05/19 AP		10/12/18	0000000	G & G MFG. & SOUVENIR, INC. IOWA ITEMS-GIFT SHOP	168.57			11/01/18
684		05/19 AP		10/03/18	0000000	COOKUS MARKETING GROUP, INC. 36 IOWA MAGNETS	73.25			11/01/18
						ACCOUNT TOTAL	241.82	.00	241.82	
261-7791-423.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				
684		05/19 AP		10/29/18	0000000	IOWA BICYCLE COALITION	100.00			11/01/18

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ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 261 TOURISM & VISITORS										
261-7791-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS ANNUAL MEMBERSHIP FY19							continued			
ACCOUNT TOTAL							100.00	.00	100.00	
261-7791-423.85-20 UTILITIES / INTERNET SERVICE										
684		05/19 AP		10/02/18	0000000	SPINUTECH WEB DESIGN, INC.	350.00		11/01/18	
						ADDSEARCH SMALL PLUS PLAN 10/2/2018-10/2/2019				
ACCOUNT TOTAL							350.00	.00	350.00	
261-7791-423.85-21 UTILITIES / COPIER LEASE & USE										
684		05/19 AP		10/16/18	0000000	ADVANCED SYSTEMS INC.	45.84		11/01/18	
						V/T COPIER CANON/IR2525 07/24/2018-10/23/2018				
ACCOUNT TOTAL							45.84	.00	45.84	
261-7791-423.88-47 OUTSIDE AGENCIES / ECONOMIC DEVEL GRANTS										
635		05/19 AP		10/23/18	0000000	COLLEGE HILL PARTNERSHIP	2,500.00		11/01/18	
						1ST 1/2 PAYMENT FOR FY19				
635		05/19 AP		10/23/18	0000000	COMMUNITY MAIN STREET	7,500.00		11/01/18	
						1ST 1/2 PAYMENT FOR FY19				
ACCOUNT TOTAL							10,000.00	.00	10,000.00	
FUND TOTAL							13,113.01	.00	13,113.01	
FUND 262 SENIOR SERVICES & COMM CT										
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										
298-7780-423.88-21 OUTSIDE AGENCIES / PUBLIC ART COMMITTEE										
671		05/19 AP		10/23/18	0000000	GUFFEY, DALLAS	750.00		11/01/18	
						ART LEASE EXTENTION THROUGH MAY 2019				
ACCOUNT TOTAL							750.00	.00	750.00	
298-7780-423.89-39 MISCELLANEOUS SERVICES / ITEMS PURCHASED-DONATIONS										
671		05/19 AP		10/27/18	0000000	ZHEN, LIAN QUAN	1,785.00		11/01/18	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 298 HEARST CAPITAL										
298-7780-423.89-39 MISCELLANEOUS SERVICES / ITEMS PURCHASED-DONATIONS							continued			
671		05/19 AP		10/25/18	00000000	GA'S MULTI SERVICE, LLC WILDENHAIN CLEAN/BACKING	115.60			11/01/18
ACCOUNT TOTAL							1,900.60	.00	1,900.60	
298-7780-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
649		05/19 AP		10/10/18	00000000	CORY'S PAINTING, L.L.C. FASCIA RESTORATION	6,692.72			11/01/18
PROJECT#: 062505										
ACCOUNT TOTAL							6,692.72	.00	6,692.72	
FUND TOTAL							9,343.32	.00	9,343.32	
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
404-1220-431.92-37 STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS										
644		05/19 AP		08/01/18	00000000	BLACK HAWK CO.ABSTRACT 2017-2703 TIMOTHY	140.00			11/01/18
PROJECT#: 012017										
ACCOUNT TOTAL							140.00	.00	140.00	
FUND TOTAL							140.00	.00	140.00	
FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
408-1240-431.92-63 STRUCTURE IMPROV & BLDGS / UNIV AVE RECONSTRUCTION										
644		05/19 AP		10/25/18	00000000	FOTH INFRASTRUCTURE & ENVIRON 3114-UNIV.AVE.RECON.PH.II	14,520.94			11/01/18
PROJECT#: 023114										
644		05/19 AP		10/25/18	00000000	FOTH INFRASTRUCTURE & ENVIRON 3140-UNIV.AV.RECON.PH.III	13,989.51			11/01/18
PROJECT#: 023140										
644		05/19 AP		10/22/18	00000000	FOTH INFRASTRUCTURE & ENVIRON 1996-UNIV.AVE.RECONSTRUCT	365.75			11/01/18
PROJECT#: 021996										
644		05/19 AP		10/19/18	00000000	PETERSON CONTRACTORS 3140-UNIV.AV.RECON.PH.III	238,521.31			11/01/18
PROJECT#: 023140										
644		05/19 AP		10/17/18	00000000	CUNNINGHAM CONSTRUCTION CO.,	13,952.50			11/01/18

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 408 STREET IMPROVEMENT FUND										
408-1240-431.92-63 STRUCTURE IMPROV & BLDGS / UNIV AVE RECONSTRUCTION continued										
1996-UNIV.AVE.RECONSTRUCT										
PROJECT#: 021996										
ACCOUNT TOTAL							281,350.01	.00	281,350.01	
FUND TOTAL							281,350.01	.00	281,350.01	
FUND 430 2004 TIF BOND										
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										
FUND 435 1999 TIF										
FUND 436 2012 BOND										
436-1220-431.94-83 CAPITAL PROJECTS / WEST 1ST STREET										
644		05/19 AP		10/19/18	0000000	BLACK HAWK CO.ABSTRACT	75.00			11/01/18
						TITLE REPORT-1525 W. 1ST				
						PROJECT#: 023118				
644		05/19 AP		10/19/18	0000000	BLACK HAWK CO.ABSTRACT	75.00			11/01/18
						TITLE REPORT-1001 W. 1ST				
						PROJECT#: 023118				
644		05/19 AP		10/19/18	0000000	BLACK HAWK CO.ABSTRACT	75.00			11/01/18
						TITLE REPORT-610 W. 1ST				
						PROJECT#: 023118				
644		05/19 AP		10/19/18	0000000	BLACK HAWK CO.ABSTRACT	75.00			11/01/18
						TITLE REPORT-616 W. 1ST				
						PROJECT#: 023118				
644		05/19 AP		10/19/18	0000000	BLACK HAWK CO.ABSTRACT	75.00			11/01/18
						TITLE REPORT-924-926W.1ST				
						PROJECT#: 023118				
644		05/19 AP		10/19/18	0000000	BLACK HAWK CO.ABSTRACT	75.00			11/01/18
						TITLE REPORT-1018 W. 1ST				
						PROJECT#: 023118				
644		05/19 AP		10/19/18	0000000	BLACK HAWK CO.ABSTRACT	75.00			11/01/18
						TITLE REPORT-1310 W. 1ST				
						PROJECT#: 023118				
644		05/19 AP		10/18/18	0000000	BLACK HAWK CO.ABSTRACT	230.00			11/01/18
						CONTINUATION-810 W.1ST ST				
						PROJECT#: 023118				
644		05/19 AP		10/12/18	0000000	BLACK HAWK CO.ABSTRACT	75.00			11/01/18
						UPDATE-622 W. 1ST ST.				
						PROJECT#: 023118				
644		05/19 AP		10/12/18	0000000	BLACK HAWK CO.ABSTRACT	75.00			11/01/18
						UPDATE-810 W. 1ST ST.				
						PROJECT#: 023118				
644		05/19 AP		10/12/18	0000000	BLACK HAWK CO.ABSTRACT	75.00			11/01/18
						UPDATE-1505 W. 1ST ST.				
						PROJECT#: 023118				

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 436 2012 BOND										
436-1220-431.94-83 CAPITAL PROJECTS / WEST 1ST STREET					continued					
PROJECT#: 023118										
644		05/19 AP		10/12/18	0000000	BLACK HAWK CO.ABSTRACT UPDATE-103 OLIVE ST.	75.00			11/01/18
PROJECT#: 023118										
644		05/19 AP		10/12/18	0000000	BLACK HAWK CO.ABSTRACT UPDATE-920 W. 1ST ST.	75.00			11/01/18
PROJECT#: 023118										
644		05/19 AP		10/12/18	0000000	BLACK HAWK CO.ABSTRACT UPDATE-1103 W. 1ST ST.	75.00			11/01/18
PROJECT#: 023118										
644		05/19 AP		10/12/18	0000000	BLACK HAWK CO.ABSTRACT UPDATE-1115 W. 1ST ST.	75.00			11/01/18
PROJECT#: 023118										
ACCOUNT TOTAL							1,280.00	.00	1,280.00	
436-1220-431.98-26 CAPITAL PROJECTS / DOWNTOWN LEVEE IMPROVEMNT										
644		05/19 AP		10/29/18	0000000	IOWA BRIDGE & CULVERT, LC	149,293.74			11/01/18
PROJECT#: 021975										
644		05/19 AP		10/25/18	0000000	GORDON PLUMBING & HEATING L.C ICE HOUSE REROUTE WATER	300.00			11/01/18
PROJECT#: 021975										
687		05/19 AP		10/25/18	0000000	SNYDER & ASSOCIATES, INC. SERVICES THRU 9/30/18	26,237.21			11/01/18
PROJECT#: 021975										
644		05/19 AP		10/22/18	0000000	IOWA BRIDGE & CULVERT, LC	215,568.38			11/01/18
PROJECT#: 021975										
644		05/19 AP		10/22/18	0000000	TERRACON CONSULTANTS, INC. SOIL/CONCRETE TESTING	741.50			11/01/18
PROJECT#: 021975										
644		05/19 AP		10/15/18	0000000	CEDAR FALLS UTILITIES 9/6/18-10/5/18 LIGHTING	27.19			11/01/18
PROJECT#: 021975										
ACCOUNT TOTAL							392,168.02	.00	392,168.02	
FUND TOTAL							393,448.02	.00	393,448.02	
FUND 437 2018 BOND										
437-1220-431.95-73 BOND FUND PROJECTS / SIDEWALK RECONSTRUCTION										
644		05/19 AP		10/18/18	0000000	FELDMAN CONCRETE	2,026.54			11/01/18
PROJECT#: 023148										
ACCOUNT TOTAL							2,026.54	.00	2,026.54	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 437 2018 BOND										
437-1220-431.98-33				05/19 AP 10/19/18	0000000	CAPITAL PROJECTS / FIRE TRUCK REPLACEMENT SIGNS BY TOMORROW	361.00			11/01/18
662						DECALS-NEW FIRE TRUCK				
						ACCOUNT TOTAL	361.00	.00	361.00	
437-1220-431.98-68 CAPITAL PROJECTS / MCMAHILL 1ST ADD STREET										
437-1220-431.98-68				05/19 AP 10/17/18	0000000	CEDAR FALLS COMMUNITY SCHOOLS	726,311.50			11/01/18
708						3135-MCMAHILL 1ST ADD.				
						PROJECT#: 023135				
						ACCOUNT TOTAL	726,311.50	.00	726,311.50	
437-1220-431.98-81 CAPITAL PROJECTS / PICKLE BALL COURTS										
437-1220-431.98-81				05/19 AP 10/16/18	0000000	BENTON'S READY MIX CONCRETE, CONCRETE - MCCLAIN	999.00			11/01/18
660										
						ACCOUNT TOTAL	999.00	.00	999.00	
						FUND TOTAL	729,698.04	.00	729,698.04	
FUND 438 2006 BOND FUND										
FUND 439 2008 BOND FUND										
FUND 443 CAPITAL PROJECTS										
443-1220-431.92-90				05/19 AP 10/16/18	0000000	STRUCTURE IMPROV & BLDGS / CENTER ST SIDEWLK & DRAIN CUNNINGHAM CONSTRUCTION CO.,	34,291.52			11/01/18
644						3107-CENTER ST. REC TRAIL				
						PROJECT#: 023107				
						ACCOUNT TOTAL	34,291.52	.00	34,291.52	
443-1220-431.94-33 CAPITAL PROJECTS / PROPERTY ACQUISITION										
443-1220-431.94-33				05/19 AP 10/16/18	0000000	AIRE SERV.OF THE CEDAR VALLEY RENTAL HOUSE	515.56			11/01/18
660						REPAIRS TO FURNACE				
443-1220-431.94-33				05/19 AP 10/11/18	0000000	AIRE SERV.OF THE CEDAR VALLEY RENTAL HOUSE	118.80			11/01/18
660						HVAC TUNE UP,CLEANING				
						ACCOUNT TOTAL	634.36	.00	634.36	
443-1220-431.94-90 CAPITAL PROJECTS / DOWNTOWN TIF-SSMID REIMB										
443-1220-431.94-90				05/19 AP 10/01/18	0000000	COMMUNITY MAIN STREET	15,085.00			11/01/18
635						PAYMENT FOR FY19-1ST 1/2				
						ACCOUNT TOTAL	15,085.00	.00	15,085.00	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 443 CAPITAL PROJECTS										
443-1220-431.98-35				05/19 AP 10/12/18	0000000	CAPITAL PROJECTS / NORTH CF LANDSCAPING IMP MATTHIAS LANDSCAPING CO. TREES	2,665.50			11/01/18
						ACCOUNT TOTAL	2,665.50	.00	2,665.50	
443-1220-431.98-40 CAPITAL PROJECTS / PUBLIC SAFETY BUILDING										
443-1220-431.98-40				05/19 AP 09/30/18	0000000	PUBLIC SAFETY BUILDING PETERS CONSTRUCTION CORP. 3069-PUBLIC SAFETY BLDG. PROJECT#: 023069	592,026.00			11/01/18
						ACCOUNT TOTAL	592,026.00	.00	592,026.00	
443-1220-431.98-82 ADMINISTRATIVE SERVICES / CAPITAL PROJECTS										
443-1220-431.98-82				05/19 AP 10/10/18	0000000	ADMINISTRATIVE SERVICES / CAPITAL PROJECTS MATTHIAS LANDSCAPING CO. TREES - 2018 GREEN SCENE GRANT	17,291.35			11/01/18
						ACCOUNT TOTAL	17,291.35	.00	17,291.35	
443-1220-431.98-90 CAPITAL PROJECTS / COLL HILL TIF-SSMID REIMB										
443-1220-431.98-90				05/19 AP 10/01/18	0000000	COLL HILL TIF-SSMID REIMB COLLEGE HILL PARTNERSHIP PAYMENT FOR FY19-1ST 1/2	1,440.00			11/01/18
						ACCOUNT TOTAL	1,440.00	.00	1,440.00	
						FUND TOTAL	663,433.73	.00	663,433.73	
FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
473-1220-431.98-99				05/19 AP 10/18/18	0000000	CAPITAL PROJECTS / SIDEWALK SPECIAL ASSESSMT FELDMAN CONCRETE 3113-'18 SIDEWALK ASSESS. PROJECT#: 023113	447.45			11/01/18
						ACCOUNT TOTAL	447.45	.00	447.45	
						FUND TOTAL	447.45	.00	447.45	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 483 ECONOMIC DEVELOPMENT										
483-2245-432.89-03 MISCELLANEOUS SERVICES / CFU-TIF PAYMENT										
666		05/19 AP		11/01/18	0000000	CEDAR FALLS UTILITIES	500,000.00			11/01/18
		FY19-TIF 1ST 1/2 UNIFIED								
666		05/19 AP		11/01/18	0000000	CEDAR FALLS UTILITIES	39,452.44			11/01/18
		FY19-TIF 1ST 1/2 PINN.PRA								
666		05/19 AP		11/01/18	0000000	CEDAR FALLS UTILITIES	44,295.50			11/01/18
		FY19-TIF 1ST 1/2 DOWNTOWN								
ACCOUNT TOTAL							583,747.94	.00	583,747.94	
FUND TOTAL							583,747.94	.00	583,747.94	
FUND 484 ECONOMIC DEVELOPMENT LAND										
FUND 541 2018 STORM WATER BONDS										
FUND 544 2008 SEWER BONDS										
FUND 545 2006 SEWER BONDS										
545-7755-436.96-81 SEWER BOND PROJECTS / DRY RUN CREEK SAN SEW IMP										
644		05/19 AP		10/23/18	0000000	SNYDER & ASSOCIATES, INC.	2,619.80			11/01/18
		3096-DRYRUN CREEK SAN SEW SERVICES THRU 9/30/18								
PROJECT#: 023096										
644		05/19 AP		10/15/18	0000000	S.M. HENTGES & SONS INC.	167,427.14			11/01/18
		3136-DRYRUN CREEK PH.II								
PROJECT#: 023136										
ACCOUNT TOTAL							170,046.94	.00	170,046.94	
FUND TOTAL							170,046.94	.00	170,046.94	
FUND 546 SEWER IMPROVEMENT FUND										
FUND 547 SEWER RESERVE FUND										
FUND 548 1997 SEWER BOND FUND										
FUND 549 1992 SEWER BOND FUND										
FUND 550 2000 SEWER BOND FUND										
FUND 551 REFUSE FUND										
551-7785-436.72-19 OPERATING SUPPLIES / PRINTING										
649		05/19 AP		10/18/18	0000000	SIGNS BY TOMORROW	297.00			11/01/18
		COMMODITY SIGNS-RECYCLING ROLLOFFS								
602		05/19 AP		10/09/18	0000000	DENNY'S BUSINESS FORMS PLUS I	253.50			11/01/18
		WASTE WORKS TICKET PAPER								
ACCOUNT TOTAL							550.50	.00	550.50	
551-7785-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
602		05/19 AP		10/08/18	0000000	MENARDS-CEDAR FALLS	39.60			11/01/18
		AIR FRESHNER,DEGREASER, PAPER TOWELS								

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ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 551 REFUSE FUND										
551-7785-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES						continued				
602		05/19 AP		10/04/18	0000000	FASTENAL COMPANY	43.96			11/01/18
						RECYCLING ROLL-OFF PROJEC				
						ACCOUNT TOTAL	83.56	.00	83.56	
551-7785-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
602		05/19 AP		09/30/18	0000000	NAPA AUTO PARTS	137.78			11/01/18
						PARTS & EXPENSES SEP 2018				
						ACCOUNT TOTAL	137.78	.00	137.78	
551-7785-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
649		05/19 AP		10/12/18	0000000	CHRISTIE DOOR COMPANY	142.50			11/01/18
						DOOR REPAIR-TRANS STATION				
589		05/19 AP		09/25/18	0000000	CHRISTIE DOOR COMPANY	621.00			11/01/18
						REPAIR RECYCLE CTR DOOR				
649		05/19 AP		09/10/18	0000000	CHRISTIE DOOR COMPANY	128.00			11/01/18
						DOOR REPAIR-RECYCLING CTR				
						ACCOUNT TOTAL	891.50	.00	891.50	
551-7785-436.86-09 REPAIR & MAINTENANCE / OFFICE MACHINE MAINT.										
649		05/19 AP		10/16/18	0000000	ADVANCED SYSTEMS INC.	69.83			11/01/18
						IR1023IF COPIER MTE				
						7-24 TO 10-23-18				
						ACCOUNT TOTAL	69.83	.00	69.83	
551-7785-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
649		05/19 AP		10/19/18	0000000	MIDWEST ELECTRONIC RECOVERY	335.70			11/01/18
						COMPUTER RECYCLING				
649		05/19 AP		10/18/18	0000000	SAM ANNIS & CO.	10.00			11/01/18
						PROPANE TANK REFILL				
602		05/19 AP		10/11/18	0000000	SAM ANNIS & CO.	44.88			11/01/18
						PROPANE TANK REFILL				
602		05/19 AP		10/06/18	0000000	LIBERTY TIRE RECYCLING, LLC	566.10			11/01/18
						RECYCLING				
						SCRAP TIRES				
589		05/19 AP		10/05/18	0000000	WEIKERT IRON AND METAL	2,009.00			11/01/18
						APPLIANCE RECYCLING				
						ACCOUNT TOTAL	2,965.68	.00	2,965.68	
						FUND TOTAL	4,698.85	.00	4,698.85	

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ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-2265-436.72-05						OPERATING SUPPLIES / GAS & OIL				
676		05/19 AP		10/26/18	0000000	SAM ANNIS & CO. LP TANK REFILL	29.92			11/01/18
ACCOUNT TOTAL							29.92	.00	29.92	
552-2265-436.72-16						OPERATING SUPPLIES / TOOLS				
676		05/19 AP		10/16/18	0000000	O'DONNELL ACE HARDWARE HEX BIT TOOL	7.99			11/01/18
ACCOUNT TOTAL							7.99	.00	7.99	
552-2265-436.72-26						OPERATING SUPPLIES / TESTING & LAB				
676		05/19 AP		10/25/18	0000000	MIDLAND SCIENTIFIC, INC. LAB SUPPLIES	352.42			11/01/18
676		05/19 AP		10/13/18	0000000	UNITED PARCEL SERVICE SHIP TO ATSI/BUCKEYE, MIDLAND SCI., LABSTRONG	74.69			11/01/18
ACCOUNT TOTAL							427.11	.00	427.11	
552-2265-436.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES				
676		05/19 AP		10/24/18	0000000	CINTAS FIRST AID & SAFETY FIRST AID SUPPLIES	85.47			11/01/18
676		05/19 AP		10/23/18	0000000	CAMPBELL SUPPLY WATERLOO GLOVES	103.20			11/01/18
676		05/19 AP		10/08/18	0000000	CAMPBELL SUPPLY WATERLOO GLOVES	103.20			11/01/18
ACCOUNT TOTAL							291.87	.00	291.87	
552-2265-436.73-05						OTHER SUPPLIES / OPERATING EQUIPMENT				
676		05/19 AP		10/16/18	0000000	BENTON'S SAND & GRAVEL, INC. SAND-HUBER	18.77			11/01/18
676		05/19 AP		10/10/18	0000000	UTILITY EQUIPMENT COMPANY UNDERGROUND ELEC. CLAMP	27.90			11/01/18
676		05/19 AP		10/08/18	0000000	O'DONNELL ACE HARDWARE BATTERIES	13.99			11/01/18
602		05/19 AP		09/30/18	0000000	NAPA AUTO PARTS PARTS & EXPENSES SEP 2018	21.35			11/01/18
676		05/19 AP		02/08/18	0000000	O'DONNELL ACE HARDWARE NUTS & BOLTS	8.94			11/01/18
676		05/19 AP		08/29/16	0000000	O'DONNELL ACE HARDWARE TOGGLE SWITCH	7.69			11/01/18
ACCOUNT TOTAL							98.64	.00	98.64	

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 552 SEWER RENTAL FUND									
552-2265-436.73-36				OTHER SUPPLIES / SAN.		LIFT STATION SUPP.			
676		05/19 AP	10/18/18	0000000		ECHO GROUP, INC.	141.50		11/01/18
		BALLAST							
676		05/19 AP	10/17/18	0000000		O'DONNELL ACE HARDWARE	10.69		11/01/18
		GRAFITTI REMOVER							
676		05/19 AP	10/15/18	0000000		HUPP ELECTRIC MOTORS	438.27		11/01/18
		LS MOTOR							
676		05/19 AP	10/11/18	0000000		ECHO GROUP, INC.	27.86		11/01/18
		PHOTO CELL PARK LS							
676		05/19 AP	10/11/18	0000000		HUPP ELECTRIC MOTORS	726.72		11/01/18
		VFD KEYPAD CH							
676		05/19 AP	10/11/18	0000000		O'DONNELL ACE HARDWARE	17.24		11/01/18
		NUTS/BOLTS,TIE WIRE,ELBOW							
676		05/19 AP	10/05/18	0000000		D.J. GONGOL & ASSOCIATES, INC	690.94		11/01/18
		CHECK VALVE LAKE VIEW LS							
		ACCOUNT TOTAL					2,053.22	.00	2,053.22
552-2265-436.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
676		05/19 AP	09/30/18	0000000		IOWA NORTHLAND REGIONAL CO. O	6,879.11		11/01/18
		3168-W.W. REGIONAL. STUDY							
		PROJECT#: 023168							
		ACCOUNT TOTAL					6,879.11	.00	6,879.11
552-2265-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
676		05/19 AP	10/05/18	0000000		WBC MECHANICAL, INC.	119.25		11/01/18
		BOILER REPAIR							
		ACCOUNT TOTAL					119.25	.00	119.25
552-2265-436.86-09 REPAIR & MAINTENANCE / OFFICE MACHINE MAINT.									
676		05/19 AP	10/16/18	0000000		ADVANCED SYSTEMS INC.	15.51		11/01/18
		PLANT:CANON/IR1025IF-OCT				07/24-10/23/18			
		ACCOUNT TOTAL					15.51	.00	15.51
552-2265-436.86-12 REPAIR & MAINTENANCE / TOWELS									
676		05/19 AP	10/24/18	0000000		ARAMARK	12.30		11/01/18
		FLOOR MATS/MOPS-WATER REC							
676		05/19 AP	10/10/18	0000000		ARAMARK	12.30		11/01/18
		FLOOR MATS/MOPS-WATER REC							
		ACCOUNT TOTAL					24.60	.00	24.60

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-2265-436.86-29						REPAIR & MAINTENANCE / LAB & TESTING				
676		05/19 AP		10/17/18	0000000	TESTAMERICA LABORATORIES, INC LAB TESTS	1,169.50			11/01/18
ACCOUNT TOTAL							1,169.50	.00	1,169.50	
552-2265-436.86-33						REPAIR & MAINTENANCE / SLUDGE REMOVAL				
676		05/19 AP		10/23/18	0000000	MSD ENVIRONMENTAL SERVICES, I POLYMER	4,524.94			11/01/18
ACCOUNT TOTAL							4,524.94	.00	4,524.94	
552-7755-436.73-13						OTHER SUPPLIES / SANITARY SEWERS				
649		05/19 AP		10/16/18	0000000	UTILITY EQUIPMENT COMPANY	1,145.00			11/01/18
649		05/19 AP		10/15/18	0000000	12" WRAPIDSEAL,CLOSURE PATCH, PRIMER MENARDS-CEDAR FALLS	10.99			11/01/18
589		05/19 AP		10/04/18	0000000	3" BRUSHES BENTON'S READY MIX CONCRETE, CR	312.75			11/01/18
589		05/19 AP		10/03/18	0000000	CONCRETE - 8706 BLUEGRASS LIGHTER - SEALANT/TAR MENARDS-CEDAR FALLS	36.63			11/01/18
ACCOUNT TOTAL							1,505.37	.00	1,505.37	
552-7755-436.73-27						OTHER SUPPLIES / IOWA ONE CALL				
649		05/19 AP		10/10/18	0000000	IOWA ONE CALL	383.70			11/01/18
IA ONE CALLS FOR SEPT '18										
ACCOUNT TOTAL							383.70	.00	383.70	
552-7755-436.86-09						REPAIR & MAINTENANCE / OFFICE MACHINE MAINT.				
676		05/19 AP		10/16/18	0000000	ADVANCED SYSTEMS INC.	1.02			11/01/18
SEWER:CANON/IR1023IF-OCT 04/24-10/23/18										
ACCOUNT TOTAL							1.02	.00	1.02	
552-7755-436.86-12						REPAIR & MAINTENANCE / TOWELS				
676		05/19 AP		10/24/18	0000000	ARAMARK	13.28			11/01/18
676		05/19 AP		10/10/18	0000000	FLOOR MATS/MOPS-SEWER ARAMARK	13.28			11/01/18
ACCOUNT TOTAL							26.56	.00	26.56	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-7755-436.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
676		05/19 AP		10/19/18	00000000	GPM FLOW METERS	6,792.50			11/01/18
ACCOUNT TOTAL							6,792.50	.00	6,792.50	
FUND TOTAL							24,350.81	.00	24,350.81	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-2230-432.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
644		05/19 AP		10/16/18	00000000	ADVANCED SYSTEMS INC.	51.76			11/01/18
		IR C5255				COPIER MTE 07/24/18-10/23/18				
ACCOUNT TOTAL							51.76	.00	51.76	
555-2230-432.73-34 OTHER SUPPLIES / STORM SEWERS										
660		05/19 AP		10/17/18	00000000	BENTON'S READY MIX CONCRETE,	587.50			11/01/18
						CONCRETE - 1718 MAIN ST				
PROJECT#:						90				
649		05/19 AP		10/15/18	00000000	O'DONNELL ACE HARDWARE	11.98			11/01/18
						CONCRETE BAG MIX				
PROJECT#:						90				
649		05/19 AP		10/12/18	00000000	BENTON'S READY MIX CONCRETE,	154.00			11/01/18
						CONCRETE - 18TH/DRURY LN				
PROJECT#:						90				
660		05/19 AP		10/12/18	00000000	LEYMASTER TILE, RUSTY	52.15			11/01/18
						STEEL PIPE OUTLET-6" CAP				
PROJECT#:						90				
649		05/19 AP		10/11/18	00000000	BENTON'S READY MIX CONCRETE,	312.75			11/01/18
						CONCRETE - 18TH STREET				
PROJECT#:						90				
589		05/19 AP		10/02/18	00000000	BENTON'S READY MIX CONCRETE,	154.00			11/01/18
						CONCRETE - 12TH STREET				
PROJECT#:						90				
ACCOUNT TOTAL							1,272.38	.00	1,272.38	
555-2230-432.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
644		05/19 AP		10/15/18	00000000	IOWA DEPT-NATURAL RESOURCES	1,250.00			11/01/18
						NPDES 5-YEAR PERMIT FEE PERMIT #07-09-0-03				
ACCOUNT TOTAL							1,250.00	.00	1,250.00	
555-2230-432.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 555 STORM WATER UTILITY										
555-2230-432.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
676		05/19 AP		10/19/18	0000000	BENTON'S SAND & GRAVEL, INC.	4,870.00			11/01/18
						SPOT REPAIR-STORM				
						ACCOUNT TOTAL	4,870.00	.00	4,870.00	
						FUND TOTAL	7,444.14	.00	7,444.14	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
666		05/19 AP		10/24/18	0000000	PARKADE PRINTER, INC.	5.28			11/01/18
						#10 WINDOW ENVELOPES				
666		05/19 AP		10/18/18	0000000	OFFICE DEPOT	134.64			11/01/18
						ADDRESS LABELS				
635		05/19 AP		10/17/18	0000000	OFFICE DEPOT	225.70			11/01/18
						HP TONER, PENCILS				
635		05/19 AP		10/17/18	0000000	OFFICE DEPOT	10.29			11/01/18
						BRIGHT 80LB PAPER-ANGIE				
						ACCOUNT TOTAL	375.91	.00	375.91	
606-1078-441.81-70						PROFESSIONAL SERVICES / CONTRACT SERVICES				
635		05/19 AP		10/15/18	0000000	IP PATHWAYS, LLC	280.00			11/01/18
						ADDL SUPPORT HOURS				
						ACCOUNT TOTAL	280.00	.00	280.00	
606-1078-441.82-10						COMMUNICATION / TELEPHONE HOLDING ACCOUNT				
635		05/19 AP		10/16/18	0000000	ADVANCED SYSTEMS INC.	386.75			11/01/18
						IR 7086 COPIER				
666		05/19 AP		10/16/18	0000000	ADVANCED SYSTEMS INC.	2,099.58			11/01/18
						IR C7065 FBO COPIER COLOR				
666		05/19 AP		10/16/18	0000000	ADVANCED SYSTEMS INC.	162.50			11/01/18
						IR C7065 FBO COPIER BW				
						ACCOUNT TOTAL	2,648.83	.00	2,648.83	
606-1078-441.86-10						REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS				
635		05/19 AP		09/28/18	0000000	SUPERION, LLC	20,939.14			11/01/18
						GMBA SOFTWARE MAINTENANCE				
						ACCOUNT TOTAL	20,939.14	.00	20,939.14	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 606 DATA PROCESSING FUND										
606-1078-441.93-01						EQUIPMENT / EQUIPMENT				
635		05/19 AP		10/16/18	0000000	BLACK HAWK CO.TREASURER QUARTERLY PARCEL DATA	35.00			11/01/18
						ACCOUNT TOTAL	35.00	.00	35.00	
						FUND TOTAL	24,278.88	.00	24,278.88	
FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-7798-446.72-05						OPERATING SUPPLIES / GAS & OIL				
660		05/19 AP		10/15/18	0000000	HARTLAND FUEL PRODUCTS, LLC DIESEL FUEL -BLUFF STREET	17,456.71			11/01/18
660		05/19 AP		10/15/18	0000000	HARTLAND FUEL PRODUCTS, LLC DIESEL FUEL -TECHNOLOGY	14,988.51			11/01/18
602		05/19 AP		09/30/18	0000000	NAPA AUTO PARTS PARTS & EXPENSES SEP 2018	1,590.60			11/01/18
589		05/19 AP		08/24/18	0000000	MID-IOWA COOPERATIVE DIESEL FUEL-2200 TECH	16,745.18			11/01/18
589		05/19 AP		08/24/18	0000000	MID-IOWA COOPERATIVE GASOHOL-2200 TECHNOLOGY	18,271.88			11/01/18
						ACCOUNT TOTAL	69,052.88	.00	69,052.88	
685-7798-446.72-16						OPERATING SUPPLIES / TOOLS				
589		05/19 AP		10/05/18	0000000	KAY, PHILIP R. LUGNUT CAP REMOVER TOOL	71.00			11/01/18
						ACCOUNT TOTAL	71.00	.00	71.00	
685-7798-446.72-54						OPERATING SUPPLIES / BUILDING SUPPLIES				
602		05/19 AP		10/09/18	0000000	MENARDS-CEDAR FALLS ALL THREAD FOR AIR COMPRESSOR	23.98			11/01/18
						ACCOUNT TOTAL	23.98	.00	23.98	
685-7798-446.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES				
602		05/19 AP		10/11/18	0000000	CINTAS FIRST AID & SAFETY SAFETY SUPPLIES	48.37			11/01/18
						ACCOUNT TOTAL	48.37	.00	48.37	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 685 VEHICLE MAINTENANCE FUND										
685-7798-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES										
660		05/19 AP		10/15/18	0000000	KELTEK INCORPORATED	221.73			11/01/18
						TURNING ILLUMNATOR LIGHTS #FD501				
660		05/19 AP		10/15/18	0000000	PRECISE MRM LLC	694.59			11/01/18
						ROAD TEMP SENSOR #202				
660		05/19 AP		10/11/18	0000000	GENERAL SHEET METAL WORK	61.20			11/01/18
						FLAT STEEL				
589		05/19 AP		10/05/18	0000000	CEDAR VALLEY AUTO GLASS INC.	138.63			11/01/18
						WINDOW GLASS REPLACED #2183				
602		05/19 AP		10/03/18	0000000	LAWSON PRODUCTS, INC.	71.87			11/01/18
						COPPER STOP				
602		05/19 AP		09/30/18	0000000	NAPA AUTO PARTS	17,098.10			11/01/18
						PARTS & EXPENSES SEP 2018				
589		05/19 AP		09/25/18	0000000	OUTDOOR & MORE	82.28			11/01/18
						PARTS FOR CHAINSAW				
						ACCOUNT TOTAL	18,368.40	.00		18,368.40
685-7798-446.86-09 REPAIR & MAINTENANCE / OFFICE MACHINE MAINT.										
649		05/19 AP		10/16/18	0000000	ADVANCED SYSTEMS INC.	12.72			11/01/18
						IR1023IF COPIER MTE 7-24 TO 10-23-18				
						ACCOUNT TOTAL	12.72	.00		12.72
685-7798-446.86-11 REPAIR & MAINTENANCE / VEHICLE MAINT. SOFTWARE										
589		05/19 AP		10/01/18	0000000	MITCHELL 1	1,728.00			11/01/18
						PRODEMAND ONLINE AUTOMOTIVE SOFTWARE				
						ACCOUNT TOTAL	1,728.00	.00		1,728.00
685-7798-446.86-12 REPAIR & MAINTENANCE / TOWELS										
660		05/19 AP		10/16/18	0000000	ARAMARK	45.10			11/01/18
						SHOP TOWELS				
589		05/19 AP		10/09/18	0000000	ARAMARK	39.85			11/01/18
						SHOP TOWELS				
589		05/19 AP		10/02/18	0000000	ARAMARK	39.85			11/01/18
						SHOP TOWELS				
						ACCOUNT TOTAL	124.80	.00		124.80
685-7798-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS										
602		05/19 AP		09/30/18	0000000	NAPA AUTO PARTS	2,001.80			11/01/18
						PARTS & EXPENSES SEP 2018				
						ACCOUNT TOTAL	2,001.80	.00		2,001.80

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 685 VEHICLE MAINTENANCE FUND										
685-7798-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY										
660		05/19 AP		10/17/18	0000000	BEYER MOTORSPORTS LLC	91.40			11/01/18
		ALIGNMENT #412								
660		05/19 AP		10/15/18	0000000	BEYER MOTORSPORTS LLC	356.60			11/01/18
		ALIGNED TRUCK #235								
602		05/19 AP		10/10/18	0000000	BEYER MOTORSPORTS LLC	3,754.62			11/01/18
		EGR COOLER, VALVE ASSM, GASKET, ORING FD#501								
589		05/19 AP		09/12/18	0000000	AMERICAN TEST CENTER, INC.	390.00			11/01/18
		ANNUAL INSPECTION #670								
589		05/19 AP		09/10/18	0000000	RASMUSSEN CO., THE	45.00			11/01/18
		ROLLBACK #334 TO SHOP								
589		05/19 AP		09/05/18	0000000	RASMUSSEN CO., THE	45.00			11/01/18
		TOWED PD14 TO WITHAMS								
ACCOUNT TOTAL							4,682.62	.00	4,682.62	
FUND TOTAL							96,114.57	.00	96,114.57	
FUND 686 PAYROLL FUND										
FUND 687 WORKERS COMPENSATION FUND										
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE										
666		05/19 AP		10/26/18	0000000	SIGNS BY TOMORROW	322.50			11/01/18
		FIRE DMG-STRIPE SQUAD #14 DOL 10/20/18								
635		05/19 AP		10/08/18	0000000	SWISHER & COHRT, P.L.C.	19.00			11/01/18
		LIAB:MALLAVARAPU 9/21/18								
635		05/19 AP		09/26/18	0000000	ALTERNATIVE SERVICE CONCEPTS,	10.80			11/01/18
		LIAB:BI CLAIM-M BERNS DOL: 8/13/18								
ACCOUNT TOTAL							352.30	.00	352.30	
FUND TOTAL							352.30	.00	352.30	
FUND 724 TRUST & AGENCY										
FUND 727 GREENWOOD CEMETERY P-CARE										
FUND 728 FAIRVIEW CEMETERY P-CARE										
FUND 729 HILLSIDE CEMETERY P-CARE										
FUND 790 FLOOD LEVY										
GRAND TOTAL							3,513,094.15	532.16	3,512,561.99	

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