



AGENDA
CITY OF CEDAR FALLS, IOWA
REGULAR MEETING, CITY COUNCIL
MONDAY, OCTOBER 1, 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 September 17, 2018.
- D. Agenda Revisions.
- E. Special Order of Business:
 - 1. Public hearing on a proposed ordinance granting a partial property tax exemption to Standard Distribution Co. for construction of a warehouse addition at 317 Savannah Park Drive.
 - a. Receive and file proof of publication of notice of hearing. (Notice published September 21, 2018)
 - b. Written objections filed with the City Clerk.
 - c. Oral comments.
 - 2. Pass an ordinance granting a partial property tax exemption to Standard Distribution Co. for construction of a warehouse addition at 317 Savannah Park Drive, upon its first consideration.
 - 3. Public hearing on a proposed Agreement for Private Development and conveyance of certain city-owned real estate to Six Kids, L.L.C.
 - a. Receive and file proof of publication of notice of hearing. (Notice published September 21, 2018)
 - b. Written objections filed with the City Clerk.
 - c. Oral comments.
 - 4. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement with Six Kids, L.L.C., and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to Six Kids, L.L.C.
 - 5. Public hearing on the proposed rezoning from A-1, Agricultural District, to HWY-1, Highway Commercial District, of property located in the southwest corner of Highway 58 and West Ridgeway Avenue, subject to certain conditions.
 - a. Receive and file proof of publication of notice of hearing. (Notice published September 21, 2018)

- b. Written objections filed with the City Clerk.
 - c. Oral comments.
 6. Pass an ordinance 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 first consideration.
 7. Public hearing on the proposed rezoning from A-1, Agricultural District, to R-1, Residence District, of property located at the north end of Lakeshore Drive.
 - a. Receive and file proof of publication of notice of hearing. (Notice published September 21, 2018)
 - b. Written objections filed with the City Clerk.
 - c. Oral comments.
 8. Pass an ordinance 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 first consideration.
- F. Old Business:
 1. Pass Ordinance #2931, amending Chapter 29, Zoning, of the Code of Ordinances relative to design guidelines in the Central Business District Overlay Zoning District, upon its third & final consideration.
- G. New Business:
 1. Consent Calendar: (The following items will be acted upon by voice vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)
 - a. Receive and file the Committee of the Whole minutes of September 17, 2018 relative to the following items:
 - (1) Promotion of Household Hazardous Materials Drop-off & Electronics Recycling Event – September 22, 2018.
 - (2) Bills & Payroll.
 - b. Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Information Systems Technician I.
 - c. Receive and file Departmental Monthly Reports of August 2018.
 - d. Approve a request for a street closure and parking variance for the Pink Ribbon Run on October 6, 2018.
 - e. Approve the following applications for beer permits and liquor licenses:
 - (1) Blue Room, 201 Main Street, Class C liquor - renewal.
 - (2) Chapala 2, 1704 West 1st Street, Class C liquor - renewal.
 - (3) Peppers Grill & Sports Pub, 620 East 18th Street, Class C liquor - renewal.
 - (4) Casey's General Store, 601 Main Street, Class E liquor - renewal.
 - (5) Fareway Store, 214 North Magnolia Drive, Class E liquor - renewal.
 - (6) Casey's General Store, 2425 Center Street, Class C beer & Class B native wine - adding

Class B wine.

(7) Casey's General Store, 5226 University Avenue, Class C beer & Class B native wine - adding Class B wine.

(8) Casey's General Store, 5908 Nordic Drive, Class C beer & Class B native wine - adding Class B wine.

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 levying a final assessment for costs incurred by the City to mow property located at 1028 West 12th Street.
 - b. Resolution levying a final assessment for costs incurred by the City to mow property located at 424 Balboa Avenue.
 - c. Resolution levying a final assessment for costs incurred by the City to mow and clear overgrown vegetation on the property located at 933 West 13th Street.
 - d. Resolution approving and authorizing execution of an Agreement with Wantman Group, Inc. (WGI) to perform parking consulting services relative to a Downtown Parking Study.
 - e. Resolution approving and authorizing execution of an Amendment to SIRE Technologies Maintenance Agreement with Hyland Software, Inc. relative to the City's agenda management software.
 - f. Resolution approving and authorizing placement of a Gold Star Family monument in Veterans Memorial Park, subject to funding by private donations, as recommended by the Parks & Recreation Commission.
 - g. Resolution approving and authorizing execution of a 28E Agreement for Tobacco, Alternative Nicotine and Vapor Product Enforcement with the Iowa Alcoholic Beverages Division.
 - h. Resolution approving and authorizing execution of a Letter of Agreement and Request for Provisionally Accredited Levee (PAL) Designation with U.S. Homeland Security relative to the Federal Emergency Management Agency (FEMA) accreditation of the levee.
 - i. Resolution approving and accepting completion of public improvements in The Arbors Third Addition.
 - j. Resolution approving and authorizing execution of four Owner Purchase Agreements, and approving and accepting four Owner's Temporary Grading Easements and two Public Utility Easements, in conjunction with the West 1st Street Reconstruction Project.
 - k. Resolution approving and authorizing Change Order No. 2 to the contract with Iowa Bridge & Culvert, LC for the 2017 Levee/Floodwall System Improvements Project.
 - l. Resolution approving and authorizing execution of an Owner Purchase Agreement, and approving and accepting a Partial Release of Real Estate Mortgage and Permanent Utility Easement, in conjunction with the 2017 Levee/Floodwall System Improvements Project.
 - m. Resolution approving and accepting completion of traffic signal improvements in the Heritage Hills Estates Second Addition.
 - n. Resolution approving and authorizing execution of a License Agreement with Aureon Network Services relative to installing a fiber optic telecommunications system in the West

1st Street & North Union Road public right-of-way.

- o. Resolution approving and authorizing execution of a License Agreement with Aureon Network Services relative to installing a fiber optic telecommunications system in the Magnolia Drive & Crescent Drive public right-of-way.
 - p. Resolution approving and accepting the low bids, and approving and authorizing execution of three Rehabilitation Contracts with Kirvan Enterprises LLC, relative to Community Development Block Grant (CDBG) housing rehabilitation projects.
 - q. Resolution approving a Central Business District Overlay Zoning District site plan for a deck addition at 419 Washington Street.
 - r. Resolution approving and authorizing execution of a Memorandum of Understanding with the City of Waterloo relative to Iowa Northland Regional Council of Governments (INRCOG) preparation of the City's FY20-24 Five-Year Consolidated Action Plan for the Community Development Block Grant & HOME Programs.
 - s. Resolution approving and authorizing execution of a Professional Service Agreement with the Iowa Northland Regional Council of Governments (INRCOG) relative to preparation of the Five-Year Consolidated Plan and Analysis of Impediments to Fair Housing for FFY 19-23 (City FY20-24).
 - t. Resolution of support for a grant application to the Black Hawk County Gaming Association relative to the Downtown Streetscape Project.
3. Pass an ordinance amending Chapter 6, Animals, of the Code of Ordinances relative to keeping of chickens and ducks, upon its first consideration.
- H. Allow Bills and Payroll.
 - I. City Council Referrals.
 - J. City Council Updates.
 - K. Executive Session to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, following Public Forum.
 - L. Public Forum. (Speakers will have one opportunity to speak for up to 5 minutes on topics germane to City business.)
 - M. Adjournment.

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

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, in the City Hall at Cedar Falls, Iowa, at 7:00 P.M. on the above date. Members present: Miller, deBuhr, Kruse, Blanford, Wieland. Absent: Darrah, Green.

- 52031 - It was moved by Wieland and seconded by Kruse that the minutes of the Regular Meeting of September 4, 2018 be approved as presented and ordered of record. Motion carried unanimously.

Mayor Brown read a proclamation declaring September 17-23, 2018 as Constitution Week and Chapter Regent Susan LeQuatte introduced Vice Regent Barb Gregersen and member Jeverna Mulligan and spoke on behalf of the Cedar Falls Chapter of the Daughters of the American Revolution (DAR).

Mayor Brown read a proclamation declaring September 2018 as Hunger Action Month and Marketing Manager Bryan Helleso spoke on behalf of the Northeast Iowa Food Bank.

Mayor Brown read a proclamation declaring October 7-13, 2018 as Fire Prevention Week and Fire Chief Bostwick commented on events that would be taking place during Fire Prevention Week.

Mayor Brown read a proclamation declaring September 23-29, 2018 as National Rail Safety Week.

- 52032 - Mayor Brown announced that in accordance with the public notice of September 10, 2018, this was the time and place for a public hearing on proposed submission of the City's FY17-18 Consolidated Annual Performance and Evaluation Report for the Community Development Block Grant & HOME Programs. It was then moved by Miller and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 52033 - The Mayor then asked if there were any written objections filed to the proposed report. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. Community Services Manager Howard commented briefly. There being no one else present wishing to speak either for or against the proposed report, the Mayor declared the hearing closed and passed to the next order of business.

- 52034 - It was moved by Wieland and seconded by deBuhr that Resolution #21,251, approving the submission of the City's FY17-18 Consolidated Annual Performance and Evaluation Report for the Community Development Block Grant & HOME Programs, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Wieland. Nay: None. Motion Carried. The Mayor then declared Resolution #21,251 duly passed and

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adopted.

52035 - It was moved by Kruse and seconded by Wieland that Ordinance #2931, amending Chapter 29, Zoning, of the Code of Ordinances relative to design guidelines in the Central Business District Overlay Zoning District, 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, Wieland. Nay: None. Motion carried.

52036 - It was moved by Miller and seconded by Kruse that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file the resignation of Donna Bash as a member of the Historic Preservation Commission.

Receive and file the bids received for the Cedar Falls Public Library Remodel Project.

Approve a request for a street closure on Park Drive on September 29, 2018.

Approve the following applications for beer permits and liquor licenses:

- (1) Pablo's Mexican Grill, 310 Main Street, Class B beer - renewal.
- (2) Doughy Joey's Peetza Joynt, 126 Brandilynn Boulevard, Class C liquor & outdoor service - renewal.
- (3) Little Bigs, 2210 College Street, Class C liquor - renewal.
- (4) The Landmark, 107 Main Street, Class C liquor & outdoor service - renewal.
- (5) Voodoo Lounge, 401 Main Street, Class C liquor - renewal.
- (6) Mary Lou's Bar & Grill, 2719 Center Street, Class C liquor - temporary outdoor service. (September 21-22, 2018)
- (7) Escapology Cedar Falls, 2518 Melrose Drive, Special Class C liquor - new.

Motion carried unanimously.

52037 - It was moved by Kruse and seconded by deBuhr that the following resolutions be introduced and adopted:

Resolution #21,252, naming official depositories for the City of Cedar Falls.

Resolution #21,253, approving and authorizing submission of the City's FY18 Official Financial Report for Streets.

Resolution #21,254, approving and adopting the rate of \$3.89 per \$1,000 taxable value for the Downtown Cedar Falls Self-Supported Municipal Improvement District (SSMID) for FY20.

Resolution #21,255, approving and authorizing execution of a Services Agreement with Municipal Code Corporation relative to agenda management software.

Resolution #21,256, approving and authorizing execution of a Consolidated Public Safety Communications 28E Agreement with participating government agencies in

Black Hawk County relative to providing consolidated dispatch and communications services.

Resolution #21,257, approving and authorizing execution of an Access Agreement for Solid Waste Collection Services with Whispering Pines Condominiums Owners' Association relative to garbage, yard waste and refuse services.

Resolution #21,258, approving and accepting the low bid of Huff Contracting, Inc. in the amount of \$103,920.00, for the Cedar Falls Public Library Remodel Project.

Resolution #21,259, approving and accepting the contract and bond of Huff Contracting, Inc. for the Cedar Falls Public Library Remodel Project.

Resolution #21,260, supporting a Grant Application to the Federal Recreation Trails Program for the Lake Street Trail Project, and confirming the City's commitment to maintain the trail for public use for a minimum of twenty years.

Resolution #21,261, approving and authorizing execution of six Agreements for Professional Services relative to use of Community Development Block Grant (CDBG) funds, in conjunction with the FY18-19 Annual Action Plan.

Resolution #21,262, approving and accepting a Lien Notice and Special Promissory Note for property located at 815 Olive Street relative to the Rental to Single Family Owner Conversion Incentive Program.

Resolution #21,263, approving a Central Business District Overlay Zoning District site plan for a mural at 408-412 Main Street.

Resolution #21,264, approving a Central Business District Overlay Zoning District site plan for a building addition at 308 Franklin Street.

Resolution #21,265, approving and authorizing execution of four Owner Purchase Agreements and two Tenant Purchase Agreements, and approving and accepting four Owner's Temporary Grading Easements and one Public Utility Easement, in conjunction with the West 1st Street Reconstruction Project.

Resolution #21,266, setting October 1, 2018 as the date of public hearing on a proposed ordinance granting a partial property tax exemption to Standard Distribution Co. for construction of a warehouse addition at 317 Savannah Park Drive.

Resolution #21,267, setting October 1, 2018 as the date of public hearing to consider entering into a proposed Agreement for Private Development with Six Kids, L.L.C., conveyance of certain city-owned real estate to Six Kids, L.L.C. and payment of certain economic development grants pursuant to said proposed Agreement.

Resolution #21,268, setting October 1, 2018 as the date of public hearing on the proposed rezoning from A-1, Agricultural District, to HWY-1, Highway Commercial District, of property located in the southwest corner of Highway 58 and West Ridgeway Avenue, subject to certain conditions.

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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, Wieland. Nay: None. Motion carried. The Mayor then declared Resolutions #21,252 through #21,268 duly passed and adopted.

- 52038 - It was moved by Miller and seconded by Blanford that Resolution #21,269, approving and authorizing execution of Supplemental Agreement No. 1 to the Professional Service Agreement with Foth Infrastructure & Environment, LLC relative to the Henry Property Traffic Impact Study Peer Review, be adopted. Following a question by Councilmember deBuhr and response by City Engineer Resler, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Wieland. Nay: None. Motion Carried. The Mayor then declared Resolution #21,269 duly passed and adopted.
- 52039 - It was moved by Miller and seconded by Kruse that Resolution #21,270, approving and authorizing execution of a Memorandum of Understanding with Iowa Northland Regional Council of Governments (INRCOG) relative to preparation of a Federal Recreational Trails Program Grant Application for the Lake Street Trail, be adopted. Following a question by Councilmember Miller and response by Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Wieland. Nay: None. Motion Carried. The Mayor then declared Resolution #21,270 duly passed and adopted.
- 52040 - It was moved by Miller and seconded by Kruse that Resolution #21,271, setting October 1, 2018 as the date of public hearing on the proposed rezoning from A-1, Agricultural District, to R-1, Residence District, of property located at the north end of Lakeshore Drive, be adopted. Following a question by Councilmember deBuhr and response by Community Services Manager Howard, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Wieland. Nay: None. Motion Carried. The Mayor then declared Resolution #21,271 duly passed and adopted.
- 52041 - It was moved by deBuhr and seconded by Wieland 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, Wieland. Nay: None. Motion carried.
- 52042 - It was moved by Miller and seconded by Kruse 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, Wieland. Nay: None. Motion carried.
- 52043 - Barbara Lounsberry, 2120 Tremont Street, provided a summary of events during the Cedar Falls Authors Festival over the past year, and expressed appreciation of the

City and the community for their support.

Penny Popp, 4805 South Main Street, commented on a 'Smart Growth Manual', referencing form-based zoning concepts and applicability to zoning codes. Mayor Brown responded that the book is just another tool to use when reviewing options.

Larry Wyckoff, 4241 Eastpark Road, expressed appreciation for the resurfacing of Eastpark Road and recent repairs to Main Street. Mr. Wyckoff also commented about a recent accident involving a cement truck in a roundabout, damages sustained to another roundabout, and a perceived reduction of traffic on University Avenue since the reconstruction.

The City Council adjourned to Executive Session at 7:34 P.M.

Mayor Brown reconvened the Council Meeting at 8:11 P.M. and stated that Property Acquisition had been discussed but that no further action was required at this time.

52044 - It was moved by Kruse and seconded by Miller that the meeting be adjourned at 8:12 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

INTEROFFICE MEMORANDUM
Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Shane Graham, Planner II
DATE: September 26, 2018
SUBJECT: Standard Distribution Co.--Industrial Partial Property Tax Exemption
317 Savannah Park Road in the Cedar Falls Industrial Park

On September 18, 2017, City Council approved a Developmental Agreement with Standard Distribution Co. for a 53,000 square foot industrial use warehouse addition at their existing location at 317 Savannah Park Road in the Cedar Falls Industrial Park. Construction of the \$1,800,000 building addition began last fall and was completed this spring.

As part of the executed Developmental Agreement approved by City Council in September 2017, the City of Cedar Falls committed to the following actions:

1. Adoption of an Ordinance Granting a partial exemption from taxation of industrial property as may be provided by Sections 25-36 through 25-45 of the Cedar Falls Code of Ordinances, and by Chapter 427B, Code of Iowa, with respect to the Development Property.

The above item to be completed by the City of Cedar Falls as part of the Developmental Agreement is formal adoption of a Partial Property Tax Exemption Ordinance that has been prepared by planning staff and reviewed by City Attorney Kevin Rogers. Since construction of the new building is complete, it is now necessary to move forward with Ordinance adoption.

The applicable 5-Year Partial Property Tax Exemption schedule is estimated as follows based upon the \$1,800,000 valuation of the building addition for Standard Distribution Co., 10% commercial/industrial valuation rollback, and the FY19 tax rate of \$33.23/\$1,000 valuation (**\$53,833 annually**):

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	<u>Exemption %</u>	<u>Exempt \$ Amount</u>	<u>Paid \$ Amount</u>
Year 1	75%	\$40,375	\$13,458
Year 2	60%	\$32,300	\$21,533
Year 3	45%	\$24,225	\$29,608
Year 4	30%	\$16,150	\$37,683
Year 5	15%	\$8,075	\$45,758
Year 6	0%	<u>\$0</u>	<u>\$53,833</u>
		\$121,125	\$201,873

The Department of Community Development recommends that in accordance with our executed Developmental Agreement, City Council approve and adopt the following through the normal three reading process:

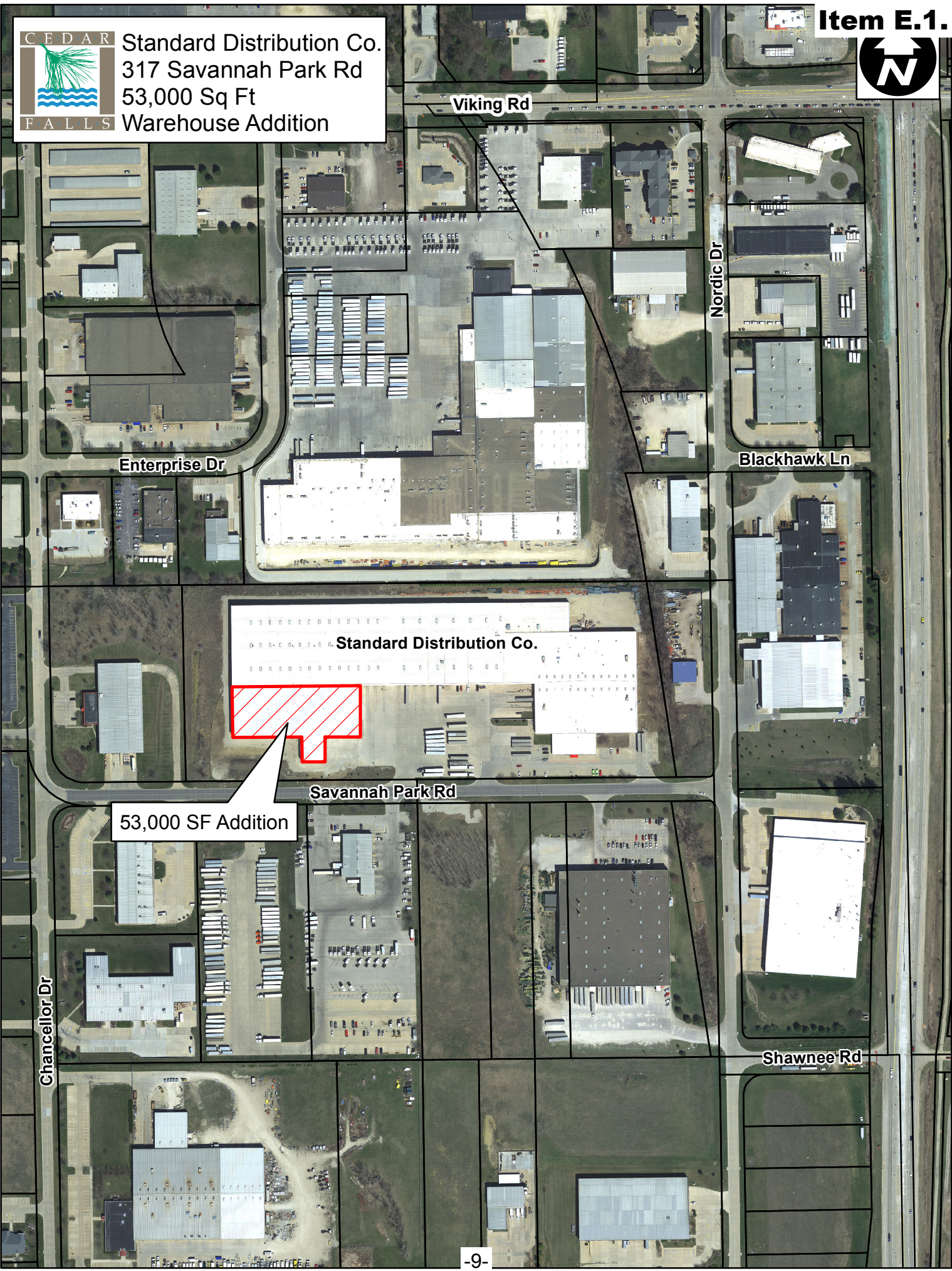
1. Ordinance establishing a partial property tax exemption on the actual value added to real estate by new construction consisting of a 53,000 square foot industrial use warehouse addition constructed on property owned by Standard Distribution Co., located at 317 Savannah Park Road, Cedar Falls, Iowa.

If you have any questions pertaining to this memorandum or project, please feel free to contact me.

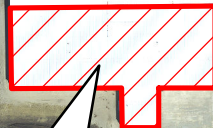
xc: Stephanie Houk Sheetz, Director of Community Development
Karen Howard, Planning & Community Services Director



Standard Distribution Co.
317 Savannah Park Rd
53,000 Sq Ft
Warehouse Addition



Standard Distribution Co.



53,000 SF Addition

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

ORDINANCE NO. _____

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.2.

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: _____

2ND CONSIDERATION: _____

3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Shane Graham, Planner II
DATE: June 15, 2016
SUBJECT: Six Kids, L.L.C. (Mudd) Economic Development Project

Introduction

For the past few months, staff has been working with Jim Mudd, Jr. of Mudd Advertising (Six Kids, L.L.C.) toward the construction of a new 18,000 square foot professional office building. The proposed Six Kids, L.L.C. project would occur on Lot 21, Cedar Falls Technology Park Phase II (3.04 acres total of which approximately 2.2 acres is buildable after set back and detention requirements). This new facility for Six Kids, L.L.C. will have a minimum building valuation of \$2,500,000 and a total project minimum assessed valuation of \$2,700,000 (including land). The new professional office building will be located just to the west of 1304 Technology Parkway within the Cedar Falls Technology Park, which is a multi-tenant professional office building that Six Kids, L.L.C. recently constructed. Six Kids, L.L.C. would like to commence construction on this project in the spring of 2019, with completion anticipated by spring of 2020.

Description of Project

Six Kids, L.L.C. is proposing to construct and own a new one story, 18,000 square foot professional office facility on Lot 21 in Cedar Falls Technology Park Phase II. The building will be the new home office for Rabo AgriFinance, which is currently located in a smaller multi-tenant office building along Chancellor Drive. This new proposed building will fit the growing needs of the company in Cedar Falls.

As City Council may know, Mudd Advertising through their real estate ownership entities such as Six Kids, L.L.C., has developed an entire "Mudd Campus" in the Cedar Falls Technology Park. The Mudd Campus consists of four individual office buildings at the corner of Technology Parkway and Chancellor Drive comprising nearly 75,000 square feet with a total assessed valuation (land and buildings) of approximately \$6,342,000. In addition, Six Kids, L.L.C. recently constructed a 3-tenant, 15,000 square foot office building directly to the east of this project site, with a total assessed valuation of

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\$1,875,000. With the addition of this new office building, the total square footage of Mudd Campus buildings would increase to 108,000 square feet and a total assessed valuation of approximately \$10,917,000.

City Economic Development Incentives

Land Incentive

For this proposed 18,000 square foot office project, Six Kids, L.L.C. would receive at no cost, Lot 21, Cedar Falls Technology Park Phase II (3.04 acres total of which approximately 2.2 acres is buildable after set back and detention requirements). This land incentive is consistent with our general office economic incentive guidelines of providing one acre of non-restricted building area for each 7,500 +/- square feet of new office space being constructed having a \$75.00+ per square foot valuation. Thus, in the case of Six Kids, L.L.C., an 18,000 sf. professional office facility with a \$2,500,000 minimum building valuation (excluding land) is consistent with prior City land incentives for comparable projects.

Partial Property Tax Rebate

Consistent with our ongoing local economic development incentive guidelines, for office type projects with minimum assessed valuations of \$1,500,000+ the City of Cedar Falls has provided a 5-Year Partial Property Tax Rebate. (It should be noted that Industrial projects are eligible to file for a Partial Property Tax Exemption directly with Black Hawk County under local and Iowa statute while “office type” projects require Tax Rebate Agreements with the City). For the proposed Six Kids, LLC project, the following rebate schedule is estimated using the existing commercial tax rate/valuation and projecting annual property taxes of \$80,749:

Estimated Annual Applicable Property Taxes for Incentive Purposes: \$80,749

<u>Tax Year</u>	<u>Rebate %</u>	<u>Rebate \$ Value</u>	<u>Taxes Paid</u>	<u>Total</u>
Year 1	75%	\$60,562	\$20,187	\$80,749
Year 2	60%	\$48,449	\$32,300	\$80,749
Year 3	45%	\$36,337	\$44,412	\$80,749
Year 4	30%	\$24,225	\$56,524	\$80,749
Year 5	15%	<u>\$12,112</u>	<u>\$68,637</u>	<u>\$80,749</u>
		\$181,685	\$222,059	\$403,745

The noted tax rebates only apply to the actual amount of property taxes paid by Six Kids, L.L.C. Each rebate is reviewed annually by staff following submission of proof of payment by Six Kids, L.L.C.

Conclusion

As this memorandum indicates, Six Kids, L.L.C. is looking to construct a new 18,000 square foot professional office building in the Cedar Falls Technology Park. The new building will be part of the Mudd Campus and will have a Minimum Building Permit value of \$2,500,000 and a Minimum Assessed Valuation of at least \$2,700,000 (land and building).

Construction is scheduled to begin next spring (no later than May 1, 2019) and is anticipated to be completed in early spring 2020 (no later than March 1, 2020). Likewise, the provision of a 3.04 acre site in the Cedar Falls Technology Park and the request for local partial property tax rebate is consistent with other development projects of this scope.

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

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

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

Approval of this Agreement for Private Development and Minimum Assessment Agreement is consistent with Organizational Goal 6: Create an environment conducive to economic development. This is further identified on Page 23 of City Council Goals under Supporting Policies:

- Function as a catalyst to encourage and assist businesses to develop and expand in Cedar Falls.
- Continue to support public and private economic development efforts in Cedar Falls and the metropolitan area.

If you have any questions pertaining to this project, please contact the Community Development Department.

xc: Stephanie Sheetz, Director of Community Development
Karen Howard, Planning & Community Services Manager
Jim Mudd, Jr., Six Kids, L.L.C.
Mark Rolinger, Attorney



Six Kids, LLC
18,000 sq. ft.
Professional Office

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Project Location

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

RESOLUTION NO. _____

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

WHEREAS, by Resolution No. 21,109 approved and adopted on May 21, 2018 (Ordinance No. 2926), the City Council has approved and adopted an urban renewal plan designated as the "South Cedar Falls Urban Renewal Plan" (the "Urban Renewal Plan"); and

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

WHEREAS, the City has received a proposal from Six Kids, L.L.C. ("Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City of Cedar Falls, Iowa (the "City") and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Plan as legally described in the Agreement attached hereto and incorporated herein by this reference (defined in the Agreement as the "Development Property"), consisting of the construction of a Corporate/Professional Office Facility totaling at least 18,000 square feet of finished space, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City provide certain financial incentives for the urban renewal project under the terms and following satisfaction of the conditions set forth in the Agreement, consisting of the following:

- (1) Conveyance of title to the Development Property to the Developer, the Development Property being legally described as follows:

Lot 21, Cedar Falls Technology Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.04 acres more or less); and

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- (2) A Minimum Assessment Agreement, whereby the actual taxable value of the land and improvements to be constructed thereon would be established at an amount not less than \$2,700,000 for the period through December 31, 2031; and
- (3) Payment of certain economic development grants (the "Economic Development Grants") to the Developer, to-wit: a sum not to exceed certain percentages of the Tax Increments collected by the City over a period of five (5) years with respect to the Minimum Improvements constructed on the Development Property by the Developer pursuant to the Agreement; and

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

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

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

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

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

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

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

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

PASSED AND APPROVED this ____ day of _____, 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

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CERTIFICATE

STATE OF IOWA)
)
COUNTY OF BLACK HAWK:)

SS:

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

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

Jacqueline Danielsen, MMC
City Clerk of Cedar Falls, Iowa

AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

THE CITY OF CEDAR FALLS, IOWA

AND

SIX KIDS, L.L.C.

Item E.3.

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AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2018, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017 (Chapter 403 hereinafter called "Urban Renewal Act"); and Six Kids, L.L.C, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 915 Technology Parkway, Cedar Falls, Iowa 50613.

WITNESSETH:

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

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

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

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

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

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

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ARTICLE I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

County means the County of Black Hawk, Iowa.

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

Developer means Six Kids, L.L.C.

Development Property means that portion of the South Cedar Falls Urban Renewal Area of the City described in Exhibit A hereto.

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

Corporate/Professional Office Facility means the Minimum Improvements.

Minimum Improvements shall mean the construction of a Corporate/Professional Office Facility totaling at least 18,000 square feet of finished space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto, including the land.

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

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

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

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

State means the State of Iowa.

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

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

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

Urban Renewal Area means the area included within the boundaries of the South Cedar Falls Urban Renewal Area.

Urban Renewal Plan means the Urban Renewal Plan approved in respect of the South Cedar Falls Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

will be in violation of any environmental law or regulation (other than those notices, if any, of which the Developer has previously been notified in writing). The City is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the City is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

- (e) The City will cooperate fully with the Developer in resolution of any building, traffic, parking, trash removal or public safety problems which may arise in connection with the design, construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (f) The City would not undertake its obligations under this Agreement without the consideration being made to the City pursuant to this Agreement.
- (g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.
- (h) The Development Property is zoned "BR, Business/Research Park District". The "BR, Business/Research Park District" zoning classification permits by right the construction, equipping and operation of the Minimum Improvements.

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

- (a) The Developer is a limited liability company duly organized and validly existing under the laws of the State of Iowa, is properly authorized to conduct business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.
- (b) The Developer desires to construct a Corporate/Professional Office Facility ("Minimum Improvements") on the 3.04 acre Development Property, which is

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to be acquired by the Developer pursuant to this Agreement, and which is more particularly described in Exhibit A.

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

no/100 Dollars (\$2,500,000.00), and a taxable valuation of Two Million Seven Hundred Thousand Dollars and no/100 Dollars (\$2,700,000) is reasonable for the Minimum Improvements and the land that together comprise the Development Property.

- (i) The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (j) The Developer has equity funds and/or has commitments for financing in amounts sufficient to successfully complete the construction of the Minimum Improvements, in accordance with the Construction Plans contemplated by this Agreement.
- (k) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (l) The Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be substantially completed by the 1st day of March, 2020.
- (m) The Developer would not undertake its obligations under this Agreement without the consideration being made to the Developer pursuant to this Agreement.
- (n) All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Developer, and not of any member, officer, agent, servant or employee of the Developer in the individual capacity thereof.

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ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

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

Section 3.2 Building Permit Valuation Amount. The Developer shall apply to the City for a building permit, and shall pay all necessary permit fees in connection with the construction of the Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the "Building Permit Valuation Amount") of a minimum of Two Million Five Hundred Thousand Dollars and no/100 Dollars (\$2,500,000.00), by no later than the 1st day of May, 2019.

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

Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the provisions of applicable federal, State and local laws, ordinances and regulations, nor shall

approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

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

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be undertaken by no later than the 1st day of May, 2019, and completed (i) by no later than the 1st day of March, 2020, or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend the completion date by a number of days equal to the number of days lost as a result of Unavoidable Delays. However, an extension of the completion of the Minimum Improvements shall not affect the date upon which the Assessor's Minimum Actual Value shall become effective. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City. The Developer agrees that it shall permit designated representatives of the City to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction.

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

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

ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY

Section 4.1. Restrictions on Use. The Developer shall:

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

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

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

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

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

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

- (d) Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to the Developer, and Developer will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. The provisions of this paragraph shall apply to casualties that occur prior to the Termination Date.

- (e) The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

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

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

ARTICLE VI. ASSESSMENT AGREEMENT AND OTHER COVENANTS

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

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and the land that together comprise the Development Property, which will result in a minimum actual taxable value upon substantial completion of the Minimum Improvements, but no later than January 1, 2021, of not less than Two Million Seven Hundred Thousand Dollars and no/100 Dollars (\$2,700,000.00) (such minimum actual taxable value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value"). Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual taxable value to the Minimum Improvements or the land, in excess of such Assessor's Minimum Actual Value nor prohibit the Developer or its successors from seeking through the exercise of legal or administrative remedies a reduction in such actual taxable value for property tax purposes; provided, however, that the Developer or its successors shall not seek a reduction of such actual taxable value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until the 31st day of December, 2031 (the "Termination Date"). The Assessment Agreement shall be certified by the Assessor for the County as provided in Section 403.19 of the Code of Iowa, and shall be filed for record in the office of the County Recorder of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as any prior encumbrancer consenting thereto.

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

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

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

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

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

- (a) It will not seek any tax exemption (except as may be granted under Section 8.11 of this Agreement), either presently or prospectively authorized under any State or federal law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date. The foregoing shall not impair any rights to appeal the valuation set by the Black Hawk County Assessor as provided by law, but subject to the terms of the Assessment Agreement.
- (b) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements or to the Developer or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.
- (c) It will not seek any tax deferral or abatement, except abatement, if any, that is specifically provided for in this Agreement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, State or federal law, of the taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

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

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

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Section 6.8. Annual Certification. To assist the City in monitoring and performance of Developer hereunder, a duly authorized officer of the Developer shall annually provide to the City: (a) proof that all ad valorem taxes on the Development Property have been paid for the prior fiscal year; and (b) certification that, to the best of such officer's knowledge during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than November 1 of each year, commencing November 1, 2021, and ending on November 1, 2032, both dates inclusive.

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

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

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

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

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

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

ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII. CONVEYANCE OF DEVELOPMENT PROPERTY; CONDITIONS

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

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

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

Section 8.3. Condition of the Property; Care And Maintenance. As of Closing, Developer agrees to take the Development Property "As Is." The City makes no warranties or representations as to the condition of the Development Property. The City and Developer acknowledge and agree that City has undertaken no investigations with respect to the suitability of the Development Property for Developer's proposed uses, including but not limited to subsurface investigations regarding the soil conditions of the Development Property. Any geological or other inspection of the Development Property is the sole responsibility of the Developer (at its own cost). Developer waives all claims against the City as to the condition of the Development Property.

Section 8.4. Environmental Matters. At Closing, although not required by law, the City may file with the County Recorder's office a properly executed Groundwater Hazard Statement. Developer takes the property "As Is" with regard to any environmental matters. The City makes no warranties and representations as to the environmental condition of the Development Property, other than the information provided in any Groundwater Hazard Statement filed by the City at Closing. Developer shall be responsible for securing and paying for all inspections, remediation efforts, or documentation required by the county board of health in order to lawfully transfer the Development Property to Developer. Developer agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to the Development Property that arise after the Closing Date.

Section 8.5. Survey and Platting. Developer shall be responsible for all survey and platting of the Development Property. The City authorizes Developer and/or its agents and contractors access to the Development Property for survey and platting purposes.

Section 8.6 Time and Place for Closing and Delivery of Deed. The City shall deliver the Deed and possession of the Development Property to the Developer on or before the 31st day of October, 2018, or on such other date as the parties hereto may mutually agree in writing (the "Closing Date").

Section 8.7 Recordation of Deed. The Developer shall promptly file the Deed for recordation among the land records in the office of the Recorder of the County. The Developer shall pay all costs for so recording the Deed.

Section 8.8 Abstract of Title. The City shall provide an abstract of title continued only to the date of filing of the plat. It shall be the Developer's responsibility to pay to have the abstract updated. This abstract shall become the property of the Developer at the time of delivery of the Deed.

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Section 8.9 Conditions Precedent to Conveyance of Property. The City's obligation to convey title and possession of the Development Property to the Developer on the Closing Date shall be subject to satisfaction of the following conditions precedent:

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

Section 8.10 Failure to Commence Construction of Minimum Improvements. In the event the Developer has not made substantial progress towards commencement of construction of the Minimum Improvements on the Development Property by no later than May 1, 2019, and commencement of construction does not appear imminent by no later than May 1, 2019, then Developer shall have committed an Event of Default within the meaning of Article X and Section 10.1 of this Agreement, and shall convey title to the Development Property to the City as provided in Section 10.2(d) of this Agreement by no later than July 1, 2019.

Section 8.11. No Property Tax Exemption. In consideration of the covenants of the City as contained in this Agreement, Developer agrees that it shall not seek from the County or from the City, any partial or other exemption from taxation of industrial property as may be provided by Sections 25-36 through 25-45 of the Cedar Falls Code of Ordinances, and/or by Chapter 427B, Code of Iowa, with respect to any portion of the Development Property, or the Minimum Improvements located on the Development Property.

Section 8.12. Economic Development Grant – Property Tax Rebates. (a) For and in consideration of the obligations being assumed by the Developer in this Agreement, specifically, the Developer's obligation to construct the Minimum Improvements on the

Development Property as described in Article III, the Developer’s obligation to enter into a Minimum Assessment Agreement with respect thereto as described in Article VI, the restrictions on Relocation as described in Section 6.12, and in furtherance of the goals and objectives of the Urban Renewal Plan and the Urban Renewal Act, the City agrees, subject to the Developer being and remaining in compliance with the terms of this Agreement and to the terms of this Article VIII, to assume an obligation to make five (5) annual payments to the Developer. The grants shall commence on or about May 31, 2023, and shall end on or about May 31, 2027. Each grant shall be equal in amount to the applicable percentages shown in the schedule below of the Tax Increments collected by the City under Iowa Code Section 403.19, with respect to the Minimum Improvements only (which under this Agreement have a minimum taxable value of \$2,500,000.00), and not with respect to the land located on the Development Property, under the terms of the Ordinance (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to the Developer) for the two (2) semi-annual installments of general property taxes falling due in the fiscal year within which such annual grant payment is to be made to the Developer in respect of the Minimum Improvements only, but not the land, located on the Development Property; but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively in this Section 8.12 as the "Economic Development Grants"), according to the following schedule:

Date of Payment of Grant	Amount of Payment as a Percentage of Tax Increments Collected on the Taxable Value of the Minimum Improvements Only (Minimum of \$2,500,000 and Not the Land)
1. May 31, 2023	75%
2. May 31, 2024	60%
3. May 31, 2025	45%
4. May 31, 2026	30%
5. May 31, 2027	15%

(b) The City shall make payment upon receipt from Developer of a copy of the general property tax statement for the Development Property for the applicable fiscal year, and a copy of the cancelled checks showing timely payment of the two (2) semi-annual installments of general property taxes for such fiscal year, and upon which the annual Economic Development Grant is based.

(c) The aggregate amount of the Economic Development Grants that may be paid to the Developer under this Section 8.12 shall be equal to the sum of the total amount of the applicable percentage of all Tax Increments collected with respect to the assessments imposed on the Minimum Improvements only, and not on the land, as of January 1, 2021, and on January 1st of each of the following four (4) years. Economic Development Grants shall, at all times, be subject to suspension and termination, in accordance with the

Item E.3.

terms of this Article VIII and Article X. Thereafter, the taxes levied on the Development Property, including both the Minimum Improvements and the land, shall be divided and applied in accordance with the Urban Renewal Act and the Ordinance.

Each annual grant payment shall be the percentage of tax increments collected for that fiscal year, and otherwise subject to the provisions of this Article.

In the event the Developer fails to pay, in full and before they become delinquent, any semi-annual installment of the general property taxes on the Development Property for any fiscal year, or in the event the Developer fails to submit proof of timely payment of any such property taxes by April 1 following the due date of the second semi-annual installment of general property taxes for that fiscal year, the Developer shall forfeit the right to any grant payment from the City for such fiscal year.

Section 8.13. Additional Conditions to Payment of Economic Development Grants.

(a) The obligation of the City to make an Economic Development Grant to the Developer under Section 8.12 of this Article in any year shall further be subject to and conditioned upon the timely filing by the Developer of the annual statement, proof and certification required under Section 6.8 hereof and the City Council's approval thereof. If the Developer's annual statement, proof and certification is timely filed and contains the information required under Section 6.8 and the City Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer by May 31 of said following fiscal year, as shown in the schedule set forth in subsection (a) of Section 8.12, with respect to the payments described in Section 8.12.

(b) In the event that the annual statement, proof or certificate required to be delivered by the Developer under Section 6.8 is not delivered to the City by November 1 of any year, the Developer recognizes and agrees that the City may have insufficient time to review and approve the same and certify its request for Tax Increments to the County and that, as a result, no Economic Development Grant may be made to the Developer under Section 8.12 of this Article in respect thereof. The City covenants to act in good faith to appropriately review and consider any late certification on the part of the Developer, but the City shall not be obligated to make any certification to the County for the available Tax Increments or make any corresponding payment of the Economic Development Grant to the Developer if, in the reasonable judgment of the City, it is not able to give appropriate consideration (which may include, but not be limited to, specific discussion before the City Council at a regular City Council meeting with respect thereto) to the Developer's certification due to its late filing. In the event Developer fails to timely file an annual statement, proof or certificate due to an Unavoidable Delay and, as a result,

an Economic Development Grant cannot be made, the Developer may give written notice to the City and, if the City finds that Developer's failure is due to an Unavoidable Delay, the missed Economic Development Grant shall be made in the year succeeding the last scheduled Economic Development Grant under Section 8.12, subject to Developer's filing under Section 6.8 and all other provisions of this Article VIII with respect to such grant.

(c) In the event that any certificate filed by the Developer under Section 6.8 discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured under the provisions of Section 10.2 (or an event that, with the passage of time or giving of notice, or both, would become an Event of Default that cannot reasonably be cured under the provisions of Section 10.2), the City shall have no obligation thereafter to make any further payments to the Developer in respect of the Economic Development Grants described in this Article VIII, and may proceed to take one or more of the actions described in Section 10.2 hereof.

Section 8.14. Source of Grant Funds Limited. (a) The Economic Development Grants described in Section 8.12 of this Agreement shall be payable from and secured solely and only by amounts deposited and held in the Six Kids, L.L.C., TIF Account of the City. The City hereby covenants and agrees, subject to this subsection, to maintain the Ordinance in force during the term hereof and to apply the appropriate incremental taxes collected in respect of the Development Property and Minimum Improvements and allocated to the Six Kids, L.L.C., TIF Account to pay the Economic Development Grants, as and to the extent set forth in Article VIII hereof. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds.

The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provisions shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default by the City shall be deemed to have occurred as a result thereof.

(b) Notwithstanding the provisions of Article VIII hereof, the City shall have no obligation to make an Economic Development Grant to the Developer, if at any time during the term hereof the City Council fails to appropriate funds or the City receives an opinion or decision from a court of competent jurisdiction to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic

Item E.3.

Development Grant to the Developer, as contemplated under said Article VIII, is not authorized or otherwise is not an appropriate project activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code or Iowa Constitution, as then constituted. Upon receipt of such an opinion, the City shall promptly forward a copy of the same to the Developer. In the event of non-appropriation, or if the circumstances or legal constraints giving rise to the opinion continue for a period during which two (2) Economic Development Grants would otherwise have been paid to the Developer under the terms of Article VIII, the City may terminate this Agreement, without penalty or other liability to the Developer, by written notice to the Developer.

(c) The City makes no representation with respect to the amounts that may finally be paid to the Developer as the Economic Development Grants under this Article VIII, and under no circumstances shall the City in any manner be liable to the Developer so long as the City timely applies the Tax Increments actually collected and held in the Six Kids, L.L.C., TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to the Developer, as and to the extent described in this Article.

Section 8.15. Use of Other Tax Increments. Subject to this Article VIII, the City shall be free to use any and all Tax Increments collected in respect of the Development Property or any other properties within the Project Area, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants under Article VIII hereof, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act, and the City shall have no obligations to the Developer with respect to the use thereof.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

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

agreement or condition of this Agreement by the Developer, including but not limited to claims for the construction, installation, ownership, and operation of the Minimum Improvements.

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

ARTICLE X. REMEDIES

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

- (a) Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of Article III of this Agreement, subject to Unavoidable Delays;
- (b) Failure by the Developer or its successors to cause the Minimum Improvements to be reconstructed when required pursuant to Article III of this Agreement.
- (c) Failure by the City to cause the Development Property to be conveyed to the Developer pursuant to the terms, conditions and limitations of Section 8.1 of this Agreement, subject to Unavoidable Delays;
- (d) Transfer of the Developer's ownership interest in the Development Property or any interest of Developer in this Agreement, or the assets of Developer in violation of the provisions of Article VII of this Agreement, until the Termination Date;
- (e) Failure by the Developer until the Termination Date, to pay ad valorem taxes on the Development Property (except as may be specifically excluded by exemption under Section 8.11 of this Agreement);

Item E.3.

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

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, any party not in default may take

any one or more of the following actions after the giving of thirty (30) days' written notice to the party in default, and the holder of the Mortgage, of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the party in default does not provide assurances reasonably satisfactory to the party giving notice that the Event of Default will be cured as soon as reasonably possible:

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

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proceed as provided in Section 10.2(c) of this Article, to obtain a decree of specific performance against Developer for the conveyance of the Development Property to the City or, in lieu thereof, at the City's sole discretion, to obtain a judgment for monetary damages to compensate the City for the Developer's default, plus attorneys' fees and expenses as provided in Section 10.5.

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

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

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

ARTICLE XI. MISCELLANEOUS

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

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

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

DEVELOPER: Mr. James A. Mudd, Jr.
Member
Six Kids, L.L.C.
915 Technology Parkway
Cedar Falls, Iowa 50613

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.15. Invalid Provisions. If any provision of this Agreement or any agreement contemplated hereby is held to be illegal, void, invalid, or unenforceable under

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

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

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

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

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

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

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(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

Six Kids, L.L.C.,
an Iowa limited liability company

By: _____
James A. Mudd, Jr., Member

DEVELOPER

STATE OF IOWA, COUNTY OF BLACK HAWK ss.

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

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the _____ day of _____, 2018, by James A. Mudd, Jr., Member, Six Kids, L.L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

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

Lot 21, Cedar Falls Technology Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.04 acres more or less).

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EXHIBIT B

MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of a Corporate/Professional Office Facility totaling at least 18,000 square feet of finished space, all as set forth in the Construction Plans and being as more particularly shown and in substantially the same configuration and scope as the Site Plans attached hereto and made a part hereof.

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

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

Schedule of Performance

<u>Activity to be Completed</u>	<u>Completion Date</u>
Issuance of Building Permit	May 1, 2019
Substantial Completion	March 1, 2020
Issuance of Occupancy Permit	March 1, 2020

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2015 (Chapter 403 hereinafter called "Urban Renewal Act"); and Six Kids, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 915 Technology Parkway, Cedar Falls, Iowa 50613; did on or about the _____ day of _____, 2018, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 21, Cedar Falls Technology Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.04 acres more or less).

(the "Development Property"); and

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

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

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

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

(SEAL)

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

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

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

Notary Public in and for Black Hawk County, Iowa

EXHIBIT D

MINIMUM ASSESSMENT AGREEMENT

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

WITNESSETH:

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

Lot 21, Cedar Falls Technology Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.04 acres more or less).

(the "Development Property"); and

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

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

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

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

1. Upon substantial completion of construction of the above-referenced Minimum Improvements by the Developer, but no later than January 1, 2021, the minimum actual taxable value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property by the Developer and the land that together comprise the Development Property, shall be not less than Two Million Seven Hundred Thousand Dollars and no/100 Dollars (\$2,700,000.00) (hereafter referred to as the "Minimum Actual Value") until termination of this Minimum Assessment Agreement. The parties hereto expect that the construction of the above-referenced Minimum Improvements will be completed on or before March 1, 2020.

Item E.3.

Nothing herein shall be deemed to waive the Developer's rights under Iowa Code Section 403.6(19) to contest that portion of any actual taxable value assignment made by the Assessor in excess of the Minimum Actual Value established herein, or any actual taxable value assignment made by the Assessor to the Minimum Improvements or to the 3.04 acres of land, which together comprise the Development Property. In no event, however, shall the Developer seek to reduce the actual taxable value assigned below the Minimum Actual Value established herein during the term of this Agreement.

2. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on December 31, 2031.

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

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

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

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

DEVELOPER:

Six Kids, L.L.C.
An Iowa limited liability company

By: _____
James A. Mudd, Jr., Member

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

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

Notary Public in and for Black Hawk County, Iowa

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

This instrument was acknowledged before me on the _____ day of _____, 2018, by James A. Mudd, Jr., Member, Six Kids, L.L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa

Item E.3.

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to such Minimum Improvements, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, upon completion of Minimum Improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual taxable value assigned to such Minimum Improvements and the 3.04 acres of land on which such Minimum Improvements are to be constructed, which together comprise the Development Property, upon completion shall not be less than \$2,700,000.00, until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

County Assessor for Black Hawk County, Iowa

Date

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

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

Notary Public in and for the State of Iowa

Date

EXHIBIT E

FORM OF LEGAL OPINION

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

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

Gentlemen:

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

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

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

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

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

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

Item E.3.

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

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

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

Very truly yours,

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

By: _____

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

EXHIBIT F

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017 (Chapter 403 hereinafter called "Urban Renewal Act"); and Six Kids, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 915 Technology Parkway, Cedar Falls, Iowa 50613, did on or about the ____ day of _____, 2018, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the South Cedar Falls Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the South Cedar Falls Urban Renewal Area and as more particularly described as follows:

Lot 21, Cedar Falls Technology Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.04 acres more or less).

(the "Development Property"), and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2018, and terminates on the 31st day of December, 2031, with respect to the Development Property, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

Item E.3.

shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

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

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

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

Six Kids, L.L.C..
an Iowa limited liability company.

By: _____
James A. Mudd, Jr., Member

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for Black Hawk County, Iowa

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

This record was acknowledged before me on the ____ day of _____, 2018,
by James A. Mudd, Jr., Member, Six Kids, L.L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa



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)

Six Kids, L.L.C., 915 Technology Parkway, Cedar Falls, IA 50613

Return Document To: (Name and complete address)

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

Grantors:

City of Cedar Falls, Iowa

Grantees:

Six Kids, L.L.C.

Legal description: See Page 2

Document or instrument number of previously recorded documents:

Item E.3.



QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, City of Cedar Falls, Iowa do hereby Quit Claim to Six Kids, L.L.C., an Iowa limited liability company all our right, title, interest, estate, claim and demand in the following described real estate in Black Hawk County, Iowa:

Lot 21, Cedar Falls Technology 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 South Cedar Falls Urban Renewal Plan approved by Cedar Falls City Council Resolution No. 21,109 approved and adopted on May 21, 2018 (Ordinance No. 2926), and further subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record.

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

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

Dated: _____

City of Cedar Falls, Iowa (Grantor)

_____ (Grantor)

_____ (Grantor)

_____ (Grantor)

_____ (Grantor)

_____ (Grantor)

STATE OF IOWA, COUNTY OF BLACK HAWK

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

Signature of Notary Public



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Shane Graham, Planner II
DATE: September 27, 2018
SUBJECT: Rezoning request at the southwest corner of Highway 58 and West Ridgeway Avenue

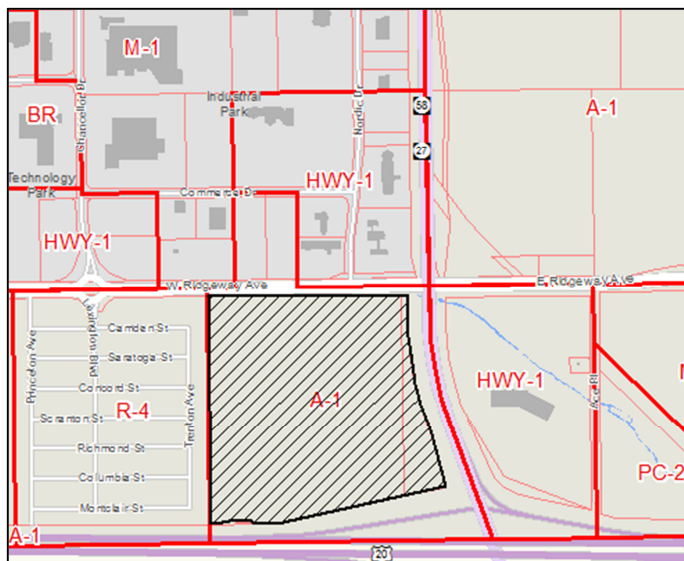
REQUEST: Conditionally rezone property from A-1, Agricultural District to HWY-1, Highway Commercial District

PETITIONER: Midland Atlantic Development Company, LLC, Buyer; Bayer Becker, Engineer

LOCATION: Southwest corner of Highway 58 and West Ridgeway Avenue

PROPOSAL

The applicant has submitted a request to rezone 49.52 acres of land at the southwest corner of Highway 58 and W Ridgeway Avenue from the A-1 Agricultural District to the HWY-1, Highway Commercial District as shown on the map to the right. The rezoning will allow for a retail commercial development on the property, consisting of one large retail store along with several other retail uses. Several additional outlots on the site will also be available for future commercial development.



BACKGROUND

This property has been zoned as agricultural since adoption of the Zoning Ordinance in 1970. The property is surrounded by a mobile home park to the west, a recreational vehicle sales establishment to the east (across Highway 58), and a convenience store, hotel and two residential acreages to the north. The applicant has an agreement to purchase the property from the current owners, and plans to develop the site with retail commercial uses. The rezoning of this property must be carefully considered by evaluating

Item E.5.

the characteristics of the land and surrounding properties. This staff report will outline a number of these elements in order to have a firm understanding of the future use of this property.

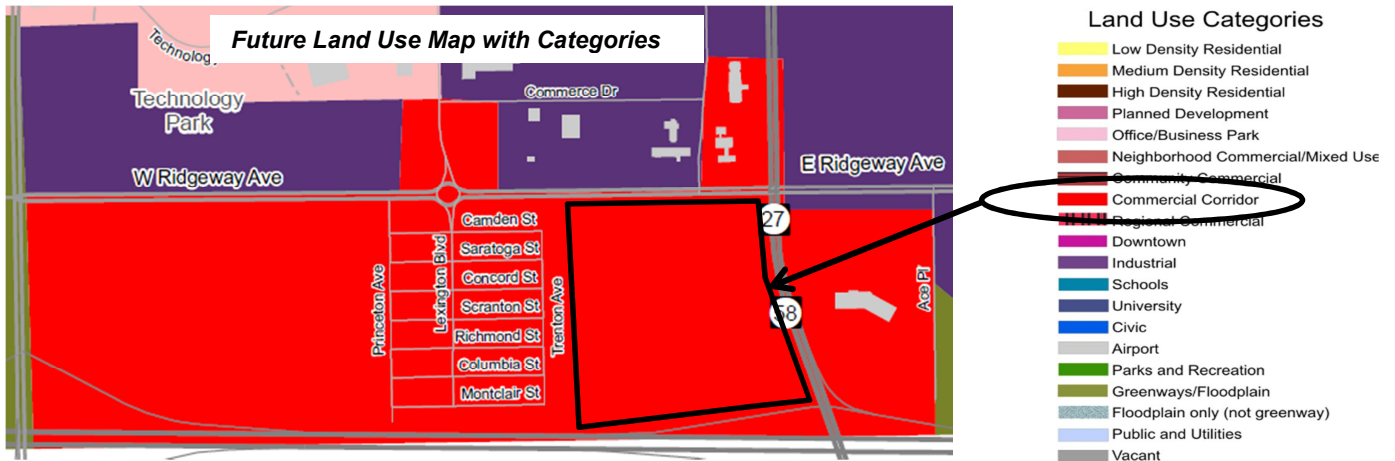
ANALYSIS

The purpose of the A-1, Agricultural Zoning District is to act as a “holding zone” for future development when municipal services (sanitary sewer, water, roads) are accessible to the site. When these services are available, the development of the land is threefold, beginning with the rezoning of the land, platting and construction.

Zoning considerations for undeveloped properties involve evaluation of three main criteria:

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

The Future Land Use Map identifies this and a majority of the surrounding properties as Commercial Corridor. Characteristics of the Commercial Corridor designation include auto-oriented, primarily retail/service/office commercial and high density residential areas that serve surrounding neighborhoods as well as citywide customers. These developments typically contain small scale retail and personal services as well as community uses such as major grocery stores and office buildings. Commercial Corridor uses are typically located along major transportation corridors, and pedestrian traffic should be encouraged.



- 2) Is the property readily accessible to public water and sanitary sewer service?
As part of the technical review of this proposal, Cedar Falls Utilities personnel have no major concerns with the proposed HWY-1 rezoning request. A 12" sanitary sewer main is located along the north property line along W. Ridgeway Avenue, and a 12" water main is located along the north side of W Ridgeway Avenue (see map to the right). This 12" water main will need to be looped throughout this site in order to provide adequate fire protection.



Other utilities such as electric, gas and communication can be extended to the site.

3) Does the property have adequate roadway/pedestrian 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 overall development plan shows two new accesses 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.

In addition to adequate roadway access, another transportation component that should be analyzed when considering a rezoning, particularly when changing the use of land from an agricultural use to a commercial use, include pedestrian access and accommodations. 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 this sidewalk section in front of this development will connect the two trail networks, which in turn benefits the community as a whole. There may be some challenges to installing the sidewalk along the entire street frontage, as there is a drainage way located near W Ridgeway Avenue. It is the responsibility of the developer to determine how best to provide a sidewalk in this location. City staff will work with the developer if an alternative location or design is necessary due to site conditions. The location and design of the sidewalk will be reviewed during site plan review.

To move forward with the rezoning, the applicant has agreed to certain conditions to ensure appropriate infrastructure improvements are completed to support the requested upzoning from agricultural use to commercial use. These conditions include improvements to the public right-of-way and to the traffic and pedestrian circulation network on the private property to support commercial development and the significant traffic it will generate to and from this large site. These conditions were reviewed and approved by the Planning and Zoning Commission and have been incorporated into a formal conditional zoning agreement, which will be recorded as an integral part of the ordinance rezoning the property from A-1 to HWY-1. These conditions are outlined in more detail below in the recommendation.

In order to determine the improvements to public roadways necessary to support the rezoning, 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. The applicant has been working to revise the study to address these issues and has indicated that an updated study will be forwarded to the City by Friday, September 28. Once submitted, the City will review it. Although the revised traffic study has not yet been submitted and reviewed, the developer has indicated that it is likely that the traffic study findings will indicate that the main entrance drive be a controlled intersection, likely a roundabout, and that their proposed access drive across from Nordic Drive be limited to right in, right-out movements only. In addition, these roadway improvements will likely affect traffic movements to and from W Ridgeway Avenue from Nordic Drive. In

Item E.5.

anticipation of the traffic study results, staff is scheduling a public meeting with property owners and businesses that may be affected by future changes to the roadway. The applicant has agreed to attend the meeting and present the traffic study findings and recommended roadway improvements.

Once the City has received the traffic study report and finds it acceptable, the next step will be to draft a development agreement that specifies the traffic improvements that will be required, the timeline for making those improvements and any cost sharing between the developer and the City. This draft agreement will be forwarded to and considered by the Council at the same meeting as the third reading of the rezoning ordinance, at which time it is also anticipated that a detailed site plan will have been reviewed by the Planning and Zoning Commission and forwarded to the Council for consideration.

Other Zoning Considerations:

Additional features of this property include a waterway along the front of the property along W Ridgeway Avenue. This waterway is not in a special flood hazard area, however it is designated as a wetland. Development cannot occur within this area unless there are mitigation practices in place. According to their overall development plan, the only wetland areas that would be disturbed would be the two entrance drives to the property. This area amounts to approximately 1/3 of an acre, and according to the applicant, this area would be mitigated through a wetland bank credit. These areas would have appropriately sized culverts or piping installed underneath the road to allow the water to maintain its current flow. It should be noted that the exact extent of the encroachment into the wetland area will not be precisely known until the roadway improvements are designed. Mitigation requirements and the type of permit needed will be determined based on the extent of disturbance.

Also, the development plan shows approximately 11 acres along the south and east ends of the property as being reserved for future highway right-of-way. The Iowa Department of Transportation conducted a Highway 58 Corridor Study several years ago, which shows a layout of a new interchange at US Highway 20 and Highway 58. The applicant utilized the DOT model to leave this area open on their property for this potential future interchange. By designating this area as open space for future right-of-way, that leaves approximately 39 acres available for development. When a more detailed site plan is submitted for review and approval this area will need to be delineated and reserved for future interchange improvements.

Proposed Zoning:

The purpose of the HWY-1 district is to promote and facilitate comprehensively planned commercial developments which are harmoniously located adjacent to major transportation corridors and interchanges. It is further the purpose of these regulations to encourage high standards of building architecture and site planning, which will foster commercial development that maximizes pedestrian convenience, comfort and pleasure.

A Highway Commercial District is a commercial project containing general service facilities on larger tracts of land intended to serve the traveling public or for the establishment of regional commercial service centers. Said districts can be established adjacent to state or interstate highway corridors at sites best suited to serve the traveling public.

Another commercial zoning district could have been considered for this site (PC-2, Planned Commercial District), however, the HWY-1 District was established and intended for planned commercial developments located along major transportation corridors and interchanges. With this property being located adjacent to the interchange of Highway 20 and Highway 58, as well as being located along a major transportation corridor in W Ridgeway Avenue, staff believes this to be the most appropriate zoning district to classify this property.

Public Notice:

A notice of public hearing was published in the *Waterloo-Cedar Falls Courier* on Friday, September 21, 2018.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the request to rezone this property from A-1 Agricultural District to HWY-1 Highway Commercial District, subject to the following conditions:

1. All street, intersection, and traffic control improvements 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 without causing undue traffic circulation and congestion problems be designed and agreed upon prior to approval of the rezoning at City Council and that said improvements must be constructed and accepted by the City prior to issuance of an occupancy permit for any portion of the development;
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 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;
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.

PLANNING & ZONING COMMISSION

Introduction 6/27/2018 Chair Oberle introduced the item and Mr. Graham provided background information. He explained that it is proposed to rezone the 50 acre property from A-1, Agricultural to HWY-1, Highway Commercial to allow for retail commercial development, including a large retail store, as well as smaller retail outlets. Staff would like to gather any comments from the public or planning commission at this time to bring forward at the next meeting.

Item E.5.

Mr. Holst asked about the plan to mitigate the wetland area. Ms. Chimento with Midland Atlantic noted that it will be mitigated through a wetland bank credit. Mr. Arntson asked about the timing of the traffic study and the next piece in the process. Mr. Graham stated that the traffic study would be done and reviewed by the time the site plan comes to the Commission. Ms. Giarusso asked about the interchange at the corner of Ridgeway and Highway 58. Mr. Graham stated that the stoplights would probably be removed and off ramps added. Mr. Leeper asked the applicant to keep in mind that this is a gateway to the community and to be conscious of that in their design.

Public
Hearing
and
Discussion
7/11/2018

Chair Oberle introduced the item and Mr. Graham provided information about the request. Mr. Graham indicated that the applicant is in the process of completing a traffic impact study and staff would like to review the study before approval. Staff recommends continuing the public hearing to the next meeting. The Commission agreed to continue the discussion at the July 25 meeting.

Public
Hearing
and Vote
7/25/2018

Chair Oberle introduced the item and Ms. Howard provided background information. She explained that the rezoning is intended to facilitate redevelopment of the site from agricultural use to a large mixed commercial development. On the future land use map, the property is shown as part of the commercial corridor; therefore the rezoning would be consistent with the comprehensive plan. She noted that utilities are available to the site. Staff was waiting for the traffic impact study to provide an analysis of traffic flow in the area. The study was submitted recently, but staff has not had enough time for adequate review. Any improvements recommended could be conditions in the rezoning request. Staff feels that this development would be a valuable improvement to the community and recommends approval with conditions.

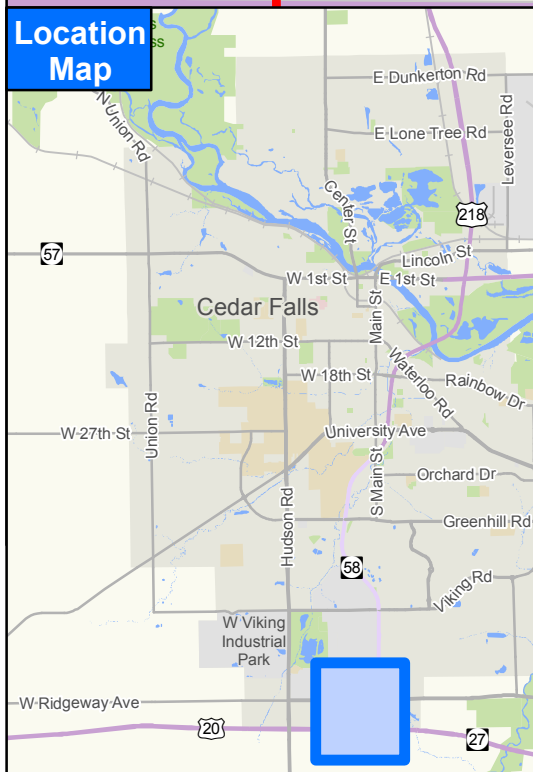
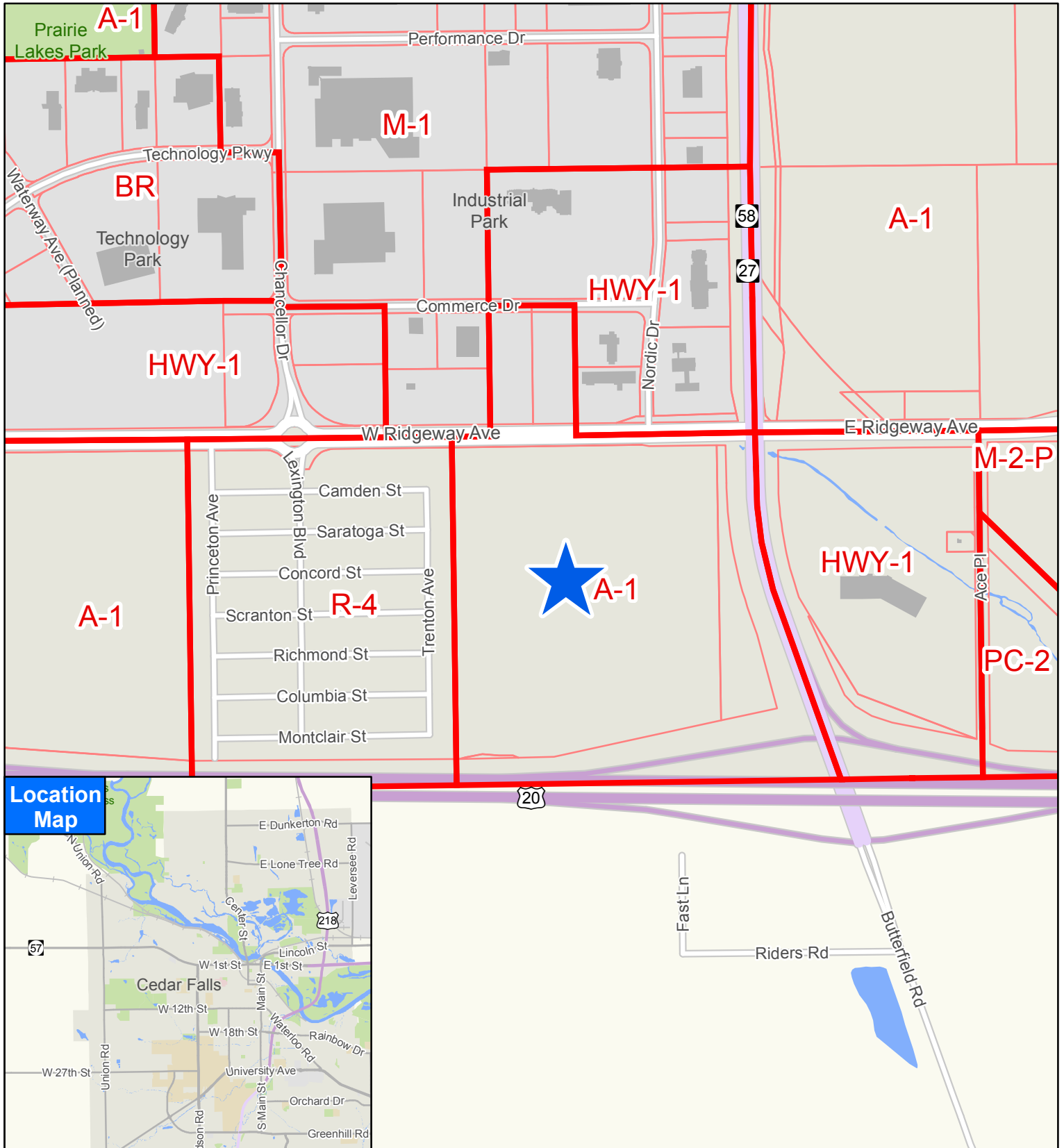
Ms. Saul asked whether applying conditions is a common practice. Ms. Howard explained that the conditions are placed at the rezoning time because that is the time the City is deciding whether rezoning is appropriate. State law allows conditional zoning agreements.

Mr. Holst made a motion to approve with the staff recommended conditions provided to the Commission. Ms. Giarusso seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Giarusso, Hartley, Holst, Oberle and Saul), and 0 nays.

Attachments: Location map
Rezoning Plat
Overall Development Concept Plan

Cedar Falls City Council October 1, 2018

Item E.5.



Rezoning of Property from A-1
Agricultural to HWY-1 Highway Commercial -
Midland Atlantic Development Company, LLC

Item E.5.

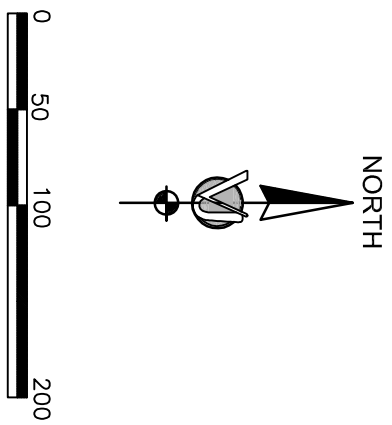
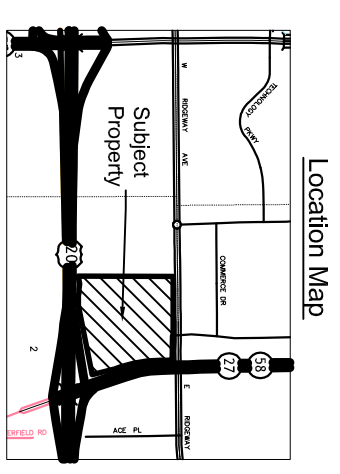
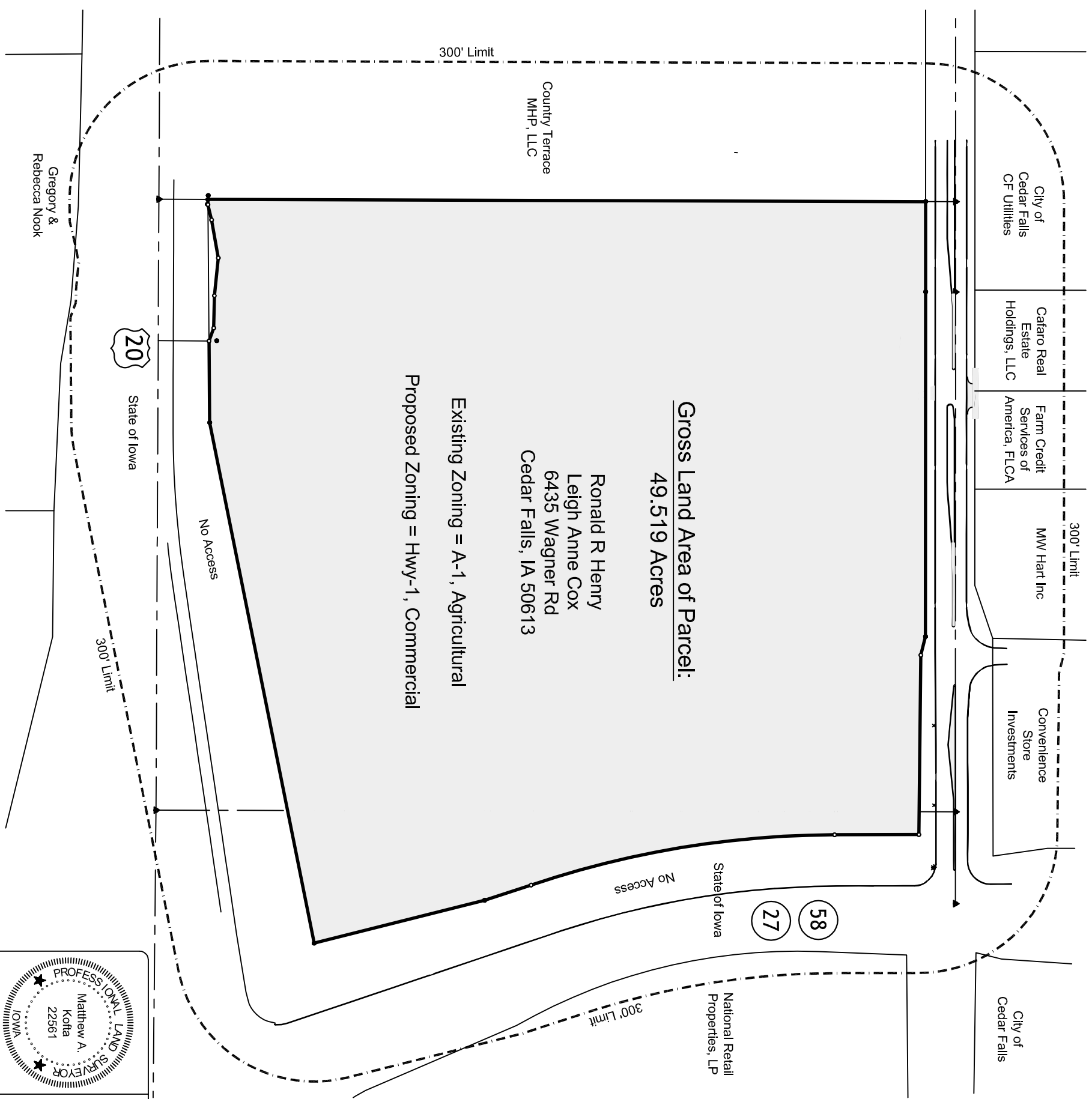
REZONING PLAT

Part of the East 1/2, NW Frl. 1/4 &
Part of the West 1/2, NE Frl. 1/4
Section 2-T88N-R14W
Cedar Falls, Iowa

Legal Description (File No. 2013-2118):
All that part of the East 1/2 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

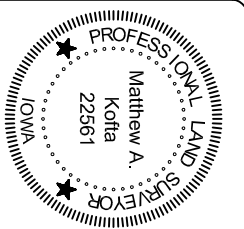
All that part of the West 1/2 of the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly and Westerly of Highway No. 20 described in 539 LD 76 and lying Westerly and Southerly of the public highway described in 569 LD 205 and 539 LD 85.



Zoning Note:
The subject property is zoned A-1 Agricultural per the Black Hawk County GIS Website.


Floodplain Note:
The subject property is located in Zone X unshaded per FEMA FIRMI Panel 19013C0279F & 19013C0277F with an effective date of 7/18/2011.

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.



Matthew A. Kofa, P.L.S.
License number 22561
My license renewal date is December 31, 2018
Pages or sheets covered by this seal:

page #	1
scale	1" = 250'
drawn by	WJL
date	5-18-2018
revisions	
date	


VJ Engineering
 1501 Technology Parkway
 Cedar Falls, IA 50613
 Phone: 319-266-5829

Rezoning Plat
 Henry Property
 Cedar Falls, Iowa

188053

PROJECT SUMMARY:

EXISTING ZONING: A-1
 PROPOSED ZONING: HWY-1

GROSS SITE ACREAGE: 50.31 AC.
 AREA RESERVED FOR FUTURE R/W: ±10.96 AC.
 NET DEVELOPABLE AREA: ±39.35 AC.

TOTAL OPEN SPACE: 11.94 AC (30.34%)

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

REQUIRED RETAIL PARKING: 832.5 (4.5 SPACES/1000 S.F. GLA)
 PROPOSED RETAIL PARKING: 841 SPACES
 TYPICAL PARKING DIMENSIONS - RETAIL: 10' X 20'

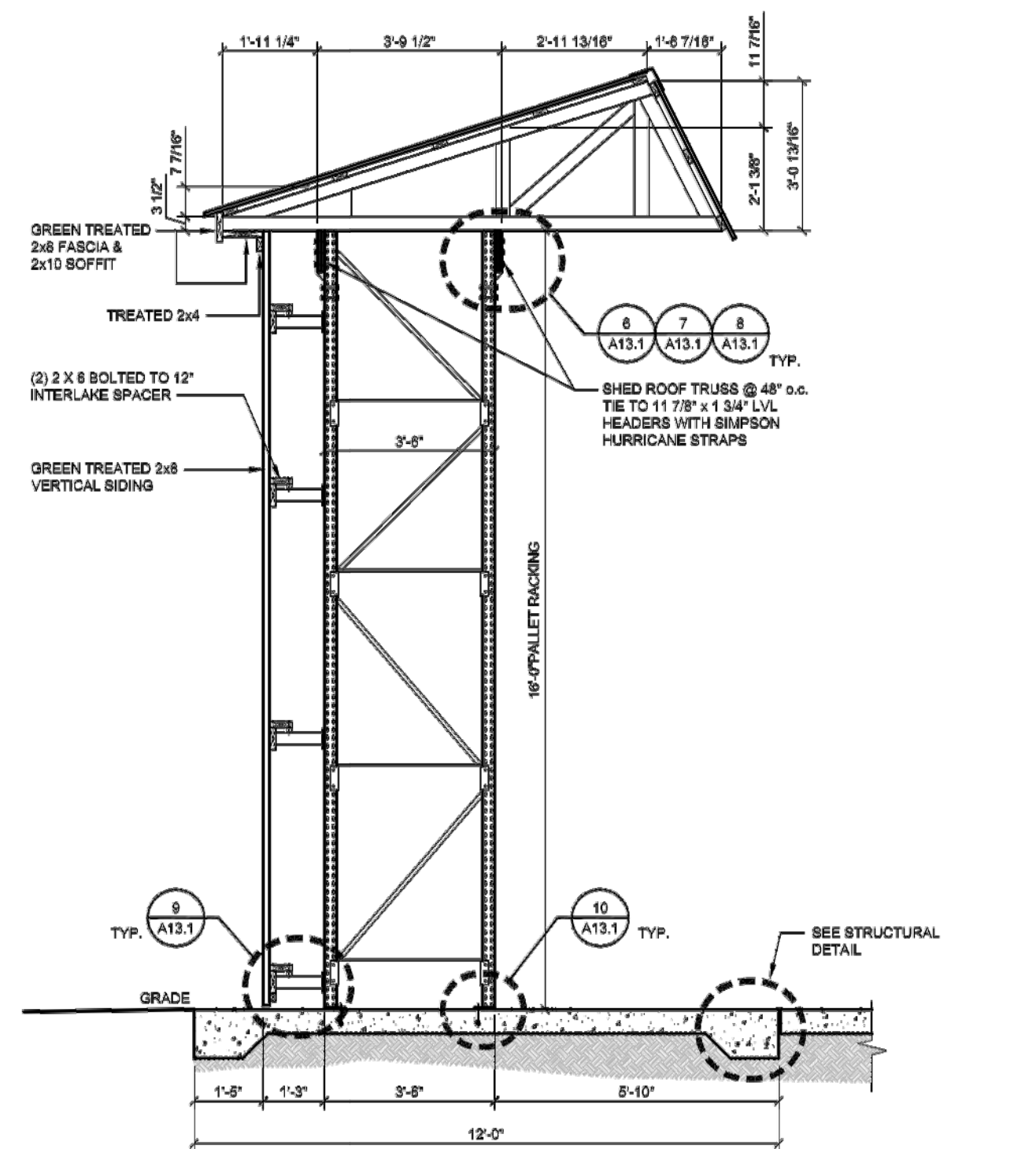
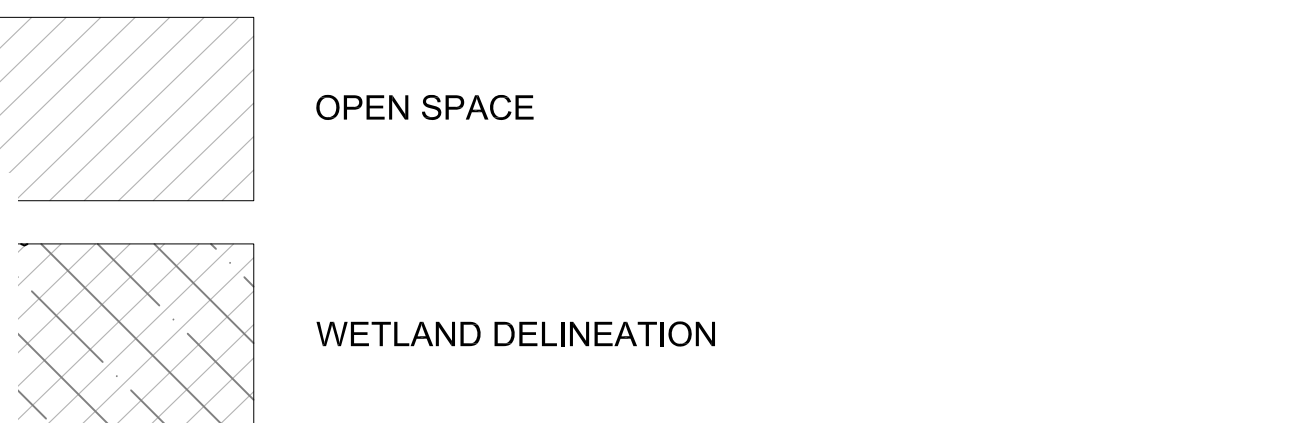
REQUIRED JA PARKING: 247.5 SPACES (4.5 SPACES/ 1000 S.F. GLA)
 PROPOSED JA PARKING: 247 SPACES
 TYPICAL PARKING DIMENSIONS - JA: 9' X 19' (COMPACT 8' X 19')

TOTAL PROPOSED SITE PARKING: 1,088 SPACES (4.5 SPACES/ 1000 S.F. GLA)

NOTES:

1. DUE TO LOCATION OF STORMWATER MANAGEMENT BASIN, SAFETY MEASURES SUCH AS GRATES AROUND OUTLETS SHALL BE PROVIDED
2. SITE PLAN SUBMISSION SHALL INCLUDE LANDSCAPING OF STORMWATER MANAGEMENT BASINS TO ENHANCE AESTHETICS
3. HIGHWAY 58 RECONFIGURATION PROVIDED BY IOWA DEPARTMENT OF TRANSPORTATION FOR ROADWAYS AND CONSTRUCTION LIMITS HAS BEEN INCORPORATED INTO DESIGN
4. 30' CROSS-ACCESS EASEMENT SHALL BE PROVIDED NORTH OF BUILDING A TO PROVIDE ACCESS FOR FUTURE DEVELOPMENT TO THE WEST
5. VEHICLE PATH SHOWN FOR SERVICE AREA BEHIND RETAIL IS FOR WB-67 VEHICLE. FIRE APPARATUS VEHICLE CAN BE SHOWN IF NEEDED
6. VEHICULAR ACCESS TO THIS SITE WILL BE LIMITED TO THE PROPOSED ACCESS DRIVES OFF OF RIDGEWAY AVENUE AS SHOWN. EXACT WIDTH AND CONFIGURATION SHALL BE BASED ON TRAFFIC IMPACT STUDY
7. 12" LOOPED WATER MAIN SHALL BE PROVIDED AROUND LARGE RETAIL BUILDING AND BUILDING A, B AND C FOR ADEQUATE FIRE COVERAGE
8. PRIOR TO ANY DISTURBANCE OF THE EXISTING WETLAND AREAS, ALL APPROVALS AND PERMITS FROM ARMY CORP OF ENGINEERS, IOWA DEPARTMENT OF NATURAL RESOURCES AND CITY OF CEDAR FALLS SHALL BE IN PLACE

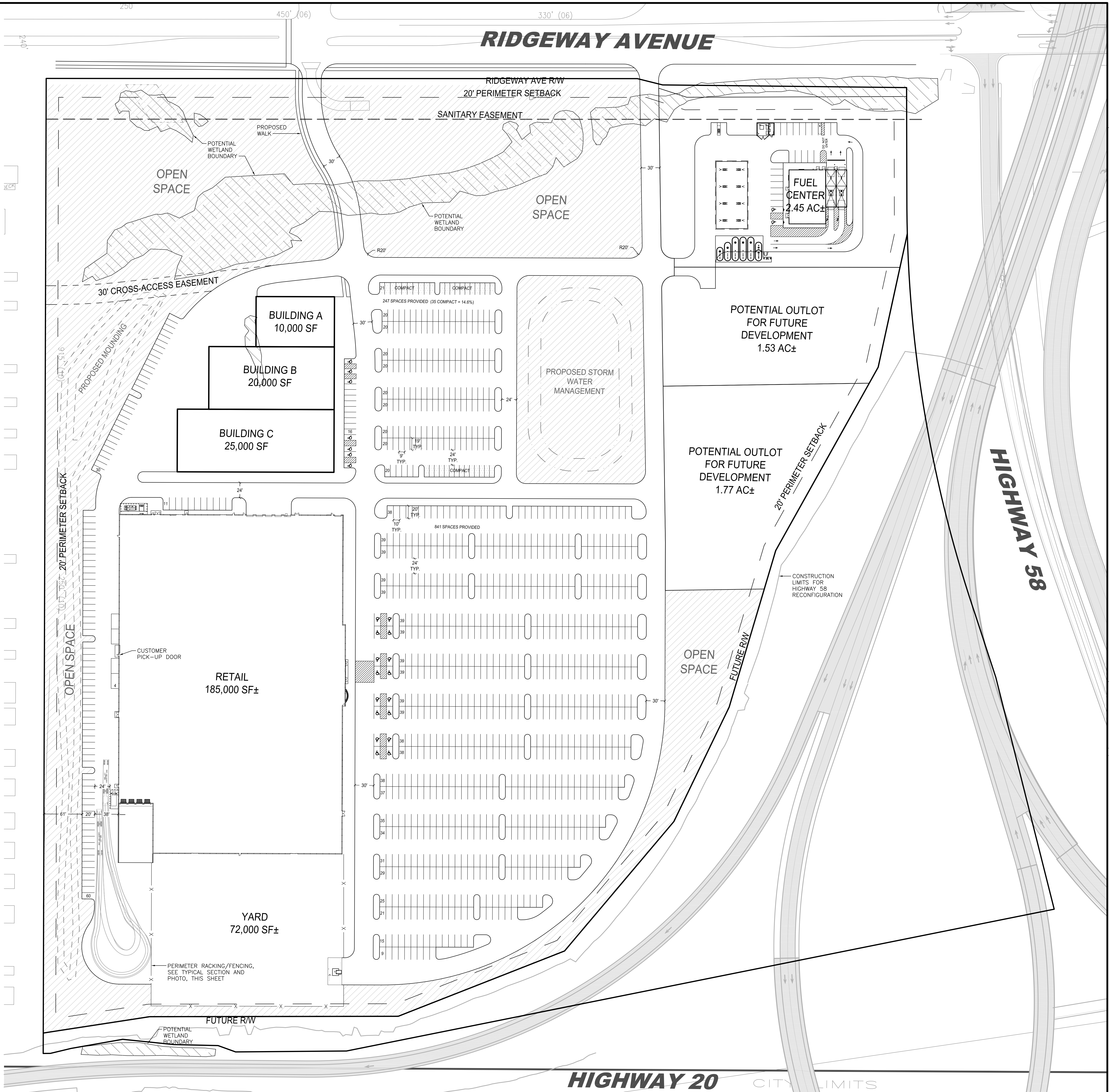
LEGEND:



TYPICAL SECTION OF PERIMETER YARD RACKING/FENCING
 NOT TO SCALE



PHOTO OF PERIMETER RACKING/FENCING TAKEN FROM INSIDE YARD



87

Plot time: Jun 14, 2018 - 3:29pm
 Drawing name: A:\2017\17-0335\PL\DWG\17-0335_P\Layout Tab - PL

Basis of Bearing:
State Plane NAD27 North
60
90
0 30 60 90
SCALE: 1" = 60'

Item	Revision Description	Date	Drawn	Chk.	P/C
1	Revised per technical review comments		RLG	AUB	RLG

HENRY PROPERTY

BLACK HAWK COUNTY
CEDAR FALLS, IOWA

Item E.S.

Reason: CH 4294H - 513.588.8690

Drawing: IS PL
 Drawn by: SAL
 Checked E: RLG
 Issue Date: 5-18
 Sheet:

PRELIMINARY

PRELIMINARY CONCEPT SITE PLAN

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

ORDINANCE NO. _____

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

WHEREAS, the applicant, 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.6.

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: _____

PASSED 2ND CONSIDERATION: _____

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.6.

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.6.

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)

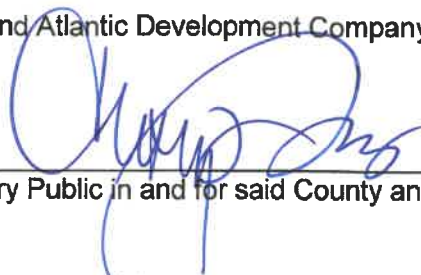
This instrument was acknowledged before me on the _____ day of _____, 20__ by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls.

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.6.

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

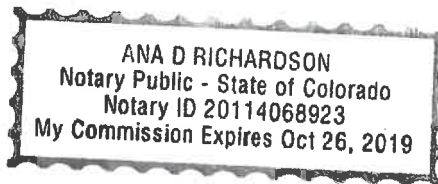
Patricia Gordon
By: Patricia Gordon, Owner

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.6.

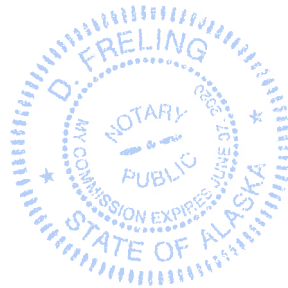
Leigh Anne Cox
By: Leigh Anne Cox, Owner

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: Mayor and City Council
FROM: David Sturch, Planner III
DATE: September 26, 2018
SUBJECT: Rezoning Request – Park Ridge Estates

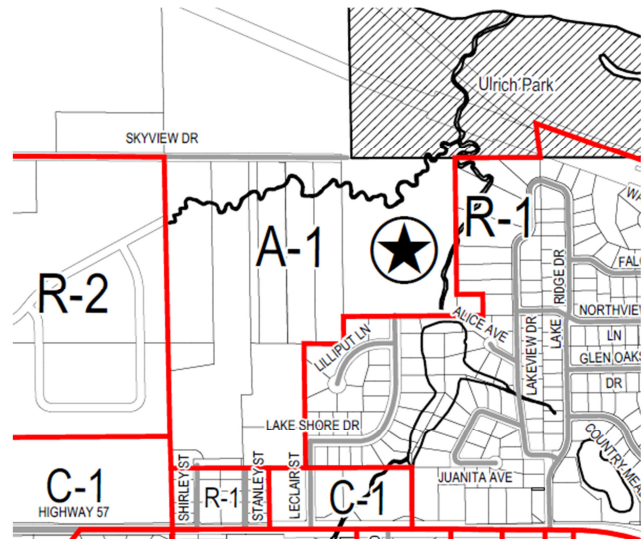
REQUEST: Rezone property from A-1, Agricultural to R-1, Residence District
PETITIONER: Larry Hill, Owner; Wingert Development, CGA, Inc., Engineer
LOCATION: 20.8 acre parcel at the north end of Lakeshore Drive

PROPOSAL

The applicants have submitted a request to rezone 20.8 acres of land off the north end of Lakeshore Drive from A-1, Agricultural to R-1, Residential as shown on the location map. The rezoning will allow development of single family homes similar to the adjacent subdivisions of the Lakewood Estates, Lakewood Hills and the Ridges 7th developments.

BACKGROUND

This property has been zoned as agricultural since adoption of the Zoning Ordinance in 1970. The land is surrounded by R-1 zoning on the south and east sides. The current owner is interested in selling this land for future development. There is a current buyer with an offer to purchase the land with the condition to rezone the land for future residential development. The rezoning of this property must be carefully considered by evaluating the characteristics of the land and surrounding properties. This staff report will outline a number of these elements in order to have a firm understanding of the future use of this property.



Item E.7.

ANALYSIS

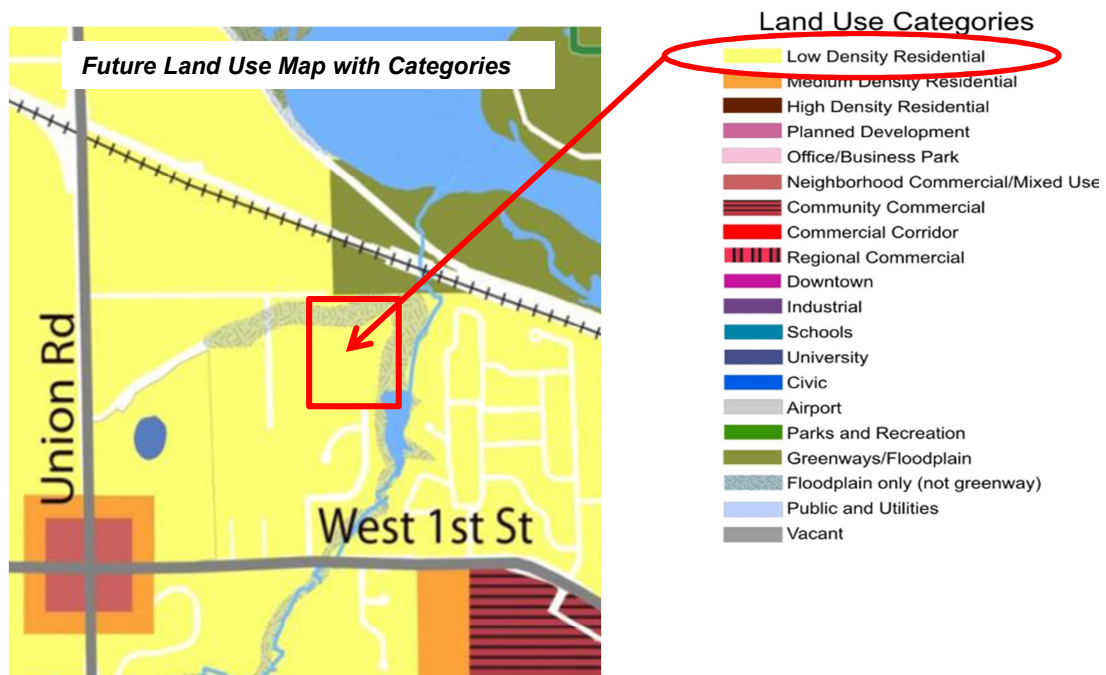
The purpose of the A-1, agricultural zoning district is to act as a “holding zone” for future development when municipal services (sanitary sewer, water, roads) are accessible to the site. When these services are available, the development of the land is threefold, beginning with the rezoning of the land, platting and construction.

As previously mentioned, this 20-acre property is surrounded by residential development on the west, south and east. The west side includes A-1, agricultural large lot residential homes with access onto Skyview Drive and Union Road. The south and east are residential subdivisions in the R-1, residential zoning district. The north side of the property is city owned Ulrich Park. Additional features of the property include steep slopes on the east and north which is part of the floodplain district. There are approximately 9 acres of land located in the aforementioned floodplain district. This leaves approximately 12 acres for development that is out of the floodplain and steep slopes area. The zoning ordinance allows the platting of land in the floodplain as long as the building area and no more than 25% of the lot area is in the floodplain. This basically allows the back yard area to be situated in the floodplain and in this case the ravine along the east and north side of the property.

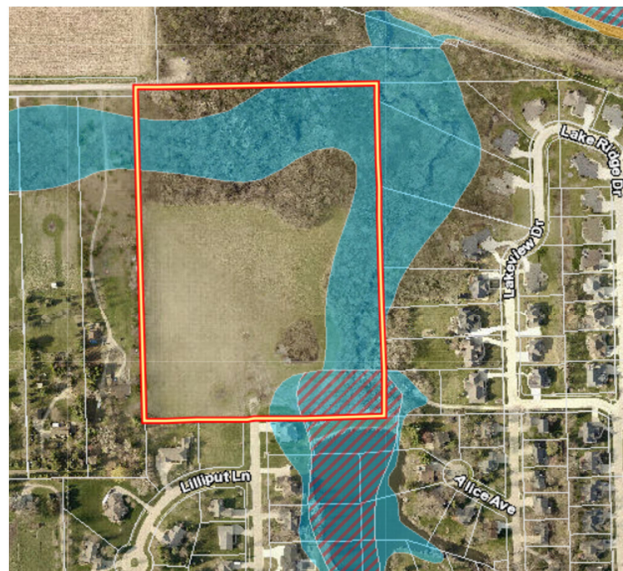
Zoning considerations normally involve evaluation of three main criteria:

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

The Future Land Use Map identifies this and the surrounding properties as Low Density Residential and Greenways/Floodplain. Low density residential emphasizes single family detached development. Typical densities range from 1 to 4 units per acre. These developments, as well as any development in the city will be provided with full municipal services. Residential growth centers are identified along W. 1st Street and Union Road. In order to develop the land to the west of this proposed site, the necessary infrastructure (i.e. sanitary sewer) will need to be extended through the north end of this site from the east end of Skyview Drive. From this point, the sanitary sewer will follow the ravine along the south side of Skyview Drive to service the area along Union Road. The intended use of the developable area of the property is less than 1 unit per acre.



The next land use category is floodplain. This property includes steep slopes, drainage ways and wooded areas on the east and north edge of the property which is part of the floodplain district. There are approximately 9 acres of land located in the aforementioned floodplain district. This leaves approximately 12 acres for development that is out of the floodplain and steep slopes area. These environmentally sensitive areas must be maintained to avoid flooding, erosion and other adverse impacts to this and the surrounding properties, which is a principle goal of the Comprehensive Plan.



These environmentally sensitive areas will be reviewed as part of the platting process. The developer submitted an environmental report and grading plan for stormwater control with the preliminary plat. The floodplain area is identified along the north and east edge of the property that must be preserved in open space. The zoning ordinance allows the platting of land in the floodplain as long as the building area and no more than 25% of the lot area is in the floodplain. This basically allows the back yard area to be situated in the floodplain and in this case the ravine along the east and north side of the property. The intent in this case is to create “outlots” in the floodplain to be conveyed to the owner of the adjoining lot. The future use of these outlots must be clearly defined as part of the platting process.

Currently, there are concerns with the storm water drainage on surrounding properties. Concerns were expressed at the Planning and Zoning Commission meetings regarding stormwater drainage on adjacent properties. City staff and the applicant for this rezoning have met with surrounding property owners to discuss whether there are ways the stormwater management facilities for the future subdivision can be designed that might improve conditions for other properties. More details about these discussions and the resulting subdivision design will be forwarded to the Council with the preliminary plat.

2) *Is the property readily accessible to sanitary sewer service?*

Yes, sanitary sewer is readily available to the site. This sewer is located off the north end of Lakeshore Drive approximately 200 feet into the petitioner’s property. This sewer line is located in the Lakeshore Drive right of way. At this point, a sewer manhole changes the route of the sewer line by heading east to the lift station near the southeast corner of the property. Sanitary sewer will extend from the aforementioned manhole in the Lakeshore Drive right of way to the end of the street to service the proposed lots in the subdivision. Typically, the sanitary sewer must be extended to the limits of the plat, per City’s subdivision ordinance in order to accommodate the future growth in the northwest portion of Cedar Falls. The petitioner’s engineer provided a preliminary sanitary sewer study to identify a future location of the sewer extension to the limits of the property (plat). It was determined that due to the steep slopes, floodplain and soil conditions, a sanitary sewer is not feasible through the north end of the Lakeshore Drive extension or along the easterly property line. The proposed development of this property will utilize the existing lift station at the southeast corner of the property.

Item E.7.

The intent for future sanitary sewer is to extend the existing sewer line along the Cedar River to a new lift station in Ulrich Park, which is located adjacent to the north side of the property. A future sewer line will extend through the north edge of the petitioner's property for sewer service to the northwest portion of Cedar Falls.

3) *Does the property have adequate roadway access?*

The property currently has access off the north end of Lakeshore Drive. The International Fire Code allows up to 30 dwelling units in a residential development on a single access road or public street. Since the west half of Lakewood Hills and the Lakewood Estates subdivision includes 30 residential dwellings, a secondary access to this site is needed. Multiple access roads are needed to ensure that if one road is blocked, the other road will provide access to the site. This secondary access could be provided with a street that continues through this property and connecting into the east end of Skyview Drive. This would require a structure or bridge to cross the floodplain and ravine along the north end of the property. An exception to this rule is that the single access road may be provided for more than 30 residential dwellings, these dwellings must be equipped with an approved automatic sprinkler system in accordance with the International Fire Code.

Lastly, there is an earthen dam located adjacent to the southeast corner of the property for the Lakewood Hill pond. Future development near this dam must be restricted in order to maintain access and the integrity of the structure.

As part of the technical review of this proposal, Cedar Falls Utilities personnel, have no concerns with the proposed rezoning request. All utility services are located in the adjacent residential subdivisions and will be extended into this property as part of the platting process.

The rezoning of this property would allow for the development of residential lots. A notice was mailed to the adjoining property owners on September 26, 2018 regarding this public hearing and rezoning request.

PLANNING & ZONING COMMISSION

Introduction and Public Hearing 8/22/2018 Mrs. Oberle introduced this item and Mr. Sturch provided background information. He explained that the item is an introduction to a rezoning request for a 20 acre parcel at the north end of Lakeshore Drive from A-1, Agricultural to R-1, Residential. He discussed the elements that are considered for this kind of request including future land use, public utilities, street access and existing environmental features including floodplain, tree stands, tree slopes, wetlands and drainage.

There were several nearby residents in the audience concerned about stormwater issues, flooding, erosion and the siltation of the existing lake. The Commission had questions regarding the sanitary and storm sewer. The project engineer from Clapsaddle Garber summarized the stormwater management.

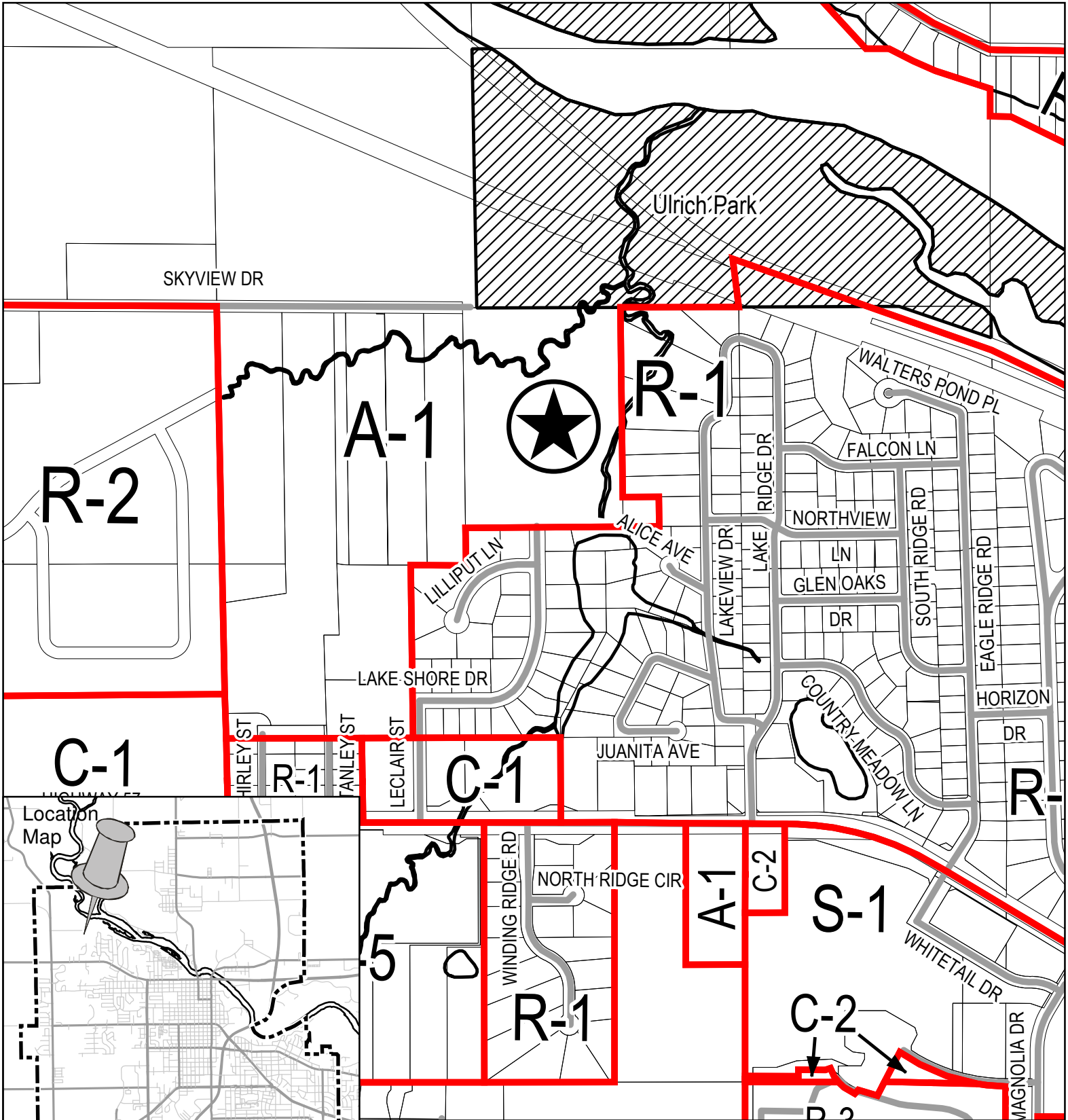
Chair Oberle reiterated that the issue at hand is the rezoning portion of the project. There were no other comments and the public hearing and discussion will continue at the next Planning and Zoning Commission meeting on September 12, 2018.

Public Hearing 9/12/18 Vice Chair Holst introduced this site plan and Mr. Sturch provided some background information. He summarized the rezoning request, future land use and public infrastructure to the property.

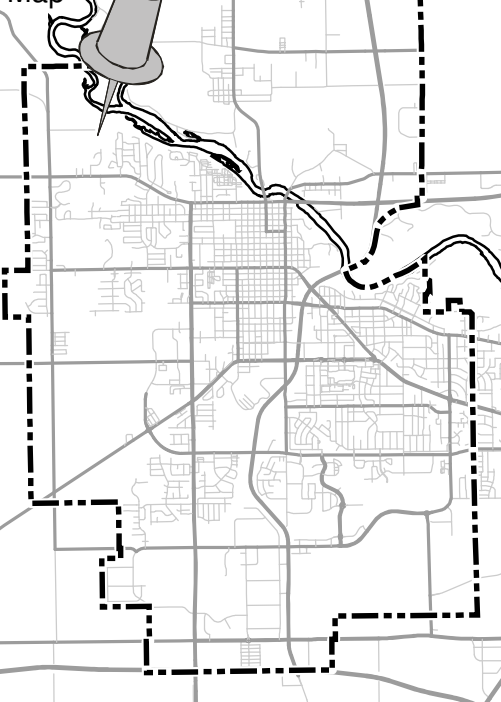
The adjacent property owner and the developer's engineer commented on the proposed rezoning. The Commission provided comments and agrees that the request follows the future land use map. There were no comments and the Commission recommended approval of the rezoning request from A-1 to R-1.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the request to rezone this property from A-1 Agricultural District to R-1 Residential District.



Location Map



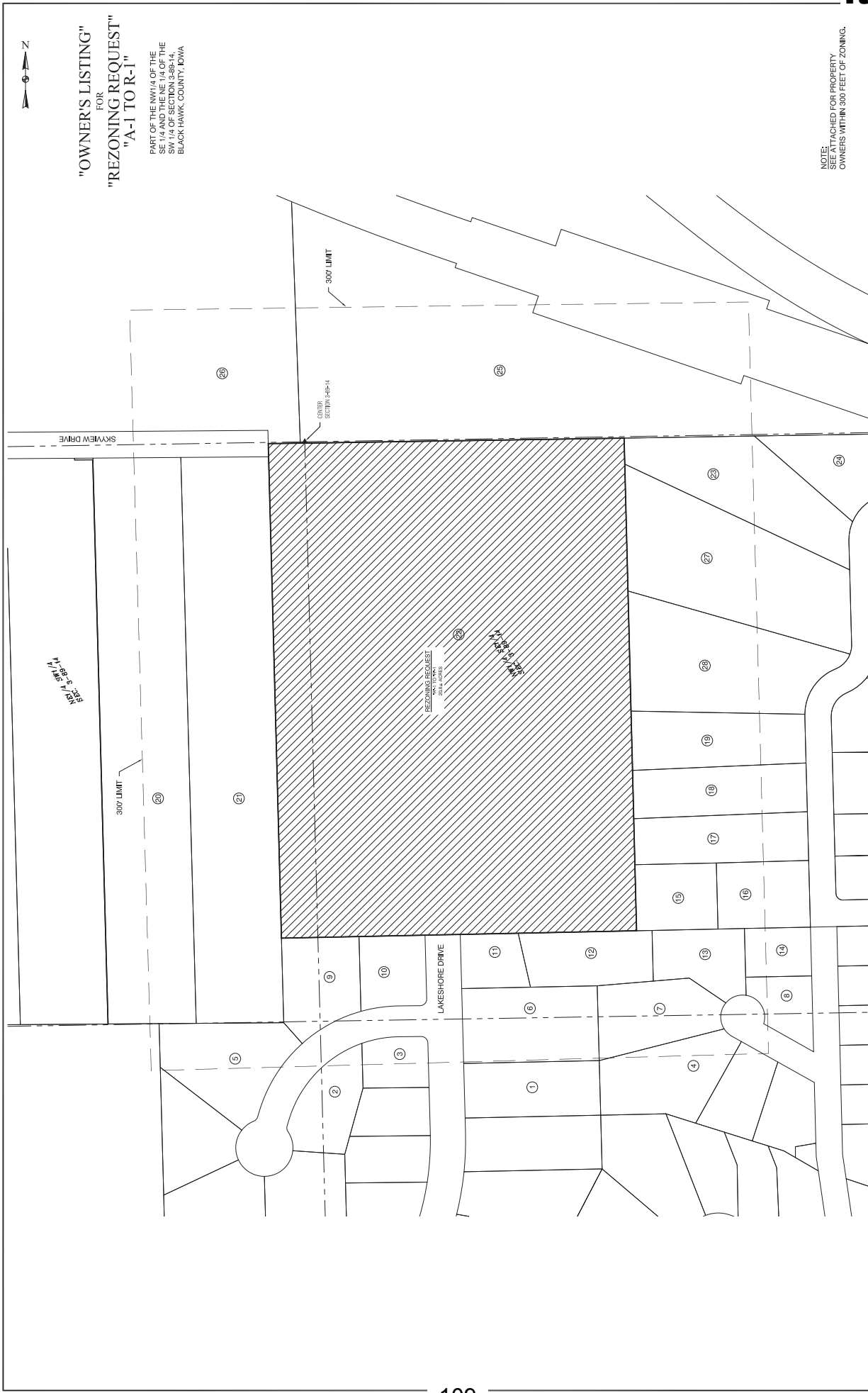
CEDAR



FALLS -107-

Iowa

Rezoning Request A-1, Agricultural to R-1, Residential



"OWNER'S LISTING"
FOR
"REZONING REQUEST"
"A-1 TO R-1"

PART OF THE NW 1/4 OF THE
SE 1/4 AND THE NE 1/4 OF THE
SW 1/4 OF SECTION 3-98-14,
BLACK HAWK COUNTY, IOWA

NOTE:
SEE ATTACHED FOR PROPERTY
OWNERS WITHIN 300 FEET OF ZONING.

		DESIGNED: JDL DATE: 05/2008 DRAWING: JDL DATE: 05/2008 CHECKED: JDL DATE: 05/2008 APPROVED: JDL DATE: 05/2008		PROJECT NO.: 20814 SHEET NO.: 1	
WINGERT DEVELOPMENT CEDAR FALLS, IOWA				REZONING EXHIBIT	



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

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTION 29-107, DISTRICT BOUNDARIES OF DIVISION I, GENERALLY OF ARTICLE III, 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.8.

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: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

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

ORDINANCE NO. 2931

AN ORDINANCE AMENDING SECTION 29-2, DEFINITIONS, OF ARTICLE I, IN GENERAL, OF CHAPTER 29, ZONING OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA AND REPEALING AND REPLACING SECTION 29-168, CBD, CENTRAL BUSINESS DISTRICT OVERLAY ZONING DISTRICT, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 29, ZONING OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA

WHEREAS, it is the purpose of the Central Business District Overlay to provide guidance for building, site design standards, maintenance, and development within the district; and

WHEREAS, these amendments clarify the review process and provide more objectivity to the design criteria; and

WHEREAS, these amendments outline best practices of storefront design with the intent to continue and strengthen the quality of development in the downtown; and

WHEREAS, the Planning and Zoning Commission has reviewed the proposed changes to the ordinance and recommends approval; and

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

SECTION 1. The Code of Ordinances of the City of Cedar Falls, Iowa is hereby amended as follows:

A. Amend *Section 29-2, Definitions, Article I, In General, of Chapter 29, Zoning* by adding the following definitions:

Façade means the entire exterior wall of a building along a street, including all stories.

Storefront means the façade of the ground-level story of a building. The area of the storefront will be calculated using the first 15 vertical feet of the façade, unless otherwise demonstrated by applicant, as evidenced by the storefront cornice height or interior ceiling height.

Item F.1.

B. Section 29-168, CBD, Central Business District Overlay Zoning District, of Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 29, Zoning is hereby repealed in its entirety and the following Section 29-168, is enacted in lieu thereof, as follows:

Sec. 29-168. - CBD, Central business district overlay zoning district.

- (a) *Purpose and intent.* The purpose of the CBD, central business district overlay zoning district (hereinafter the "overlay district") is to provide guidance for future development in the specified area and to encourage continued successful business development in the downtown Cedar Falls area. The overlay district is intended to allow land uses and to encourage appropriate building design standards in a manner that complements and strengthens the downtown retail and service business sector. Originally developed as a compact, multi-functional, walkable environment, the overlay is intended to support pedestrian access and use. The provisions of this section shall apply in addition to any other zoning district regulations and requirements in which the land may be classified. In case of conflict, the more specific standard shall apply.
- (b) *Boundaries.* The CBD, central business district overlay boundaries are generally outlined in the image below. The legal description and official zoning map of the overlay is on file in the office of the city clerk.

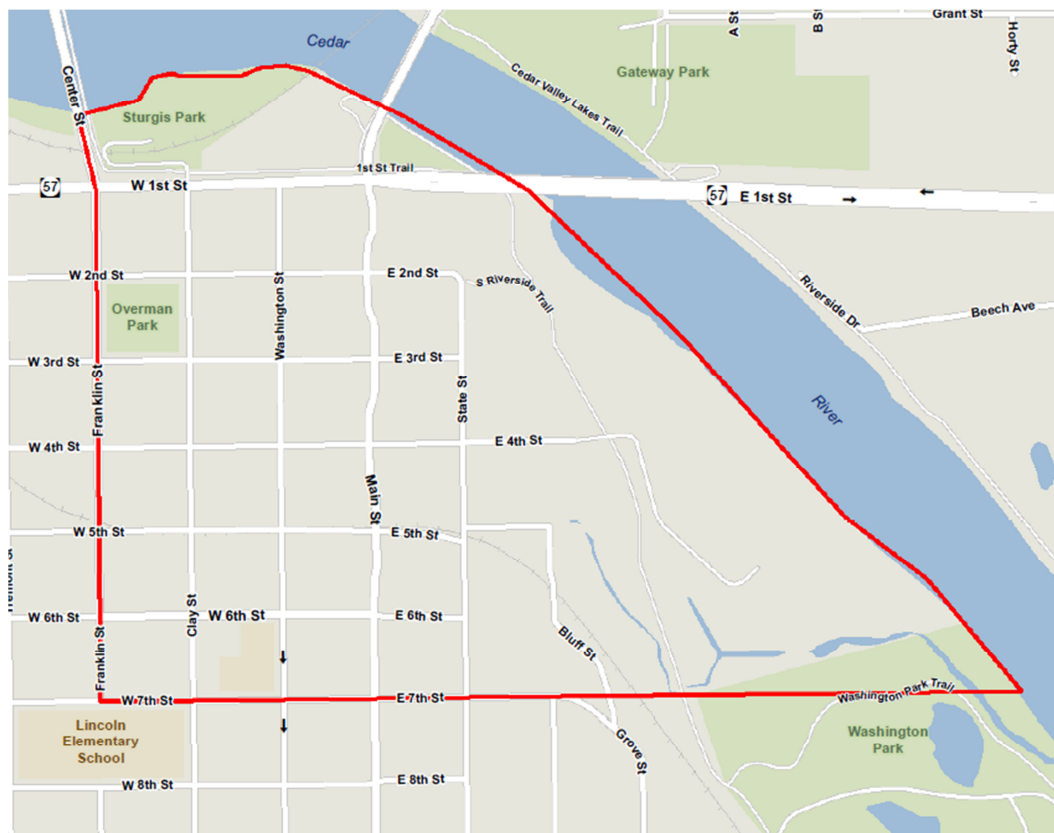


Figure 1 – CBD boundary map

- (c) *Permitted uses.*
 - (1) Allowable uses within the overlay district include typical commercial, professional office and service oriented businesses, uses or facilities, including hotels and lodging facilities, all such uses currently allowed in the C-1 commercial, C-2 commercial and C-3 commercial districts unless herein limited. If the underlying zoning district is more restrictive than the C-3 commercial district, then only those uses permitted in the more restrictive district shall be allowed.

- (2) Residential uses are allowable subject to planning and zoning commission and city council review and approval. No residential use may be established on the ground floor of any building within the commercial area bounded by First Street south to Sixth Street from Washington Street east to State Street. Residential uses are encouraged to be established in upper levels of downtown commercial buildings (hereinafter referred to as "mixed-use buildings").
- (d) *Conditional uses.* Where some question arises whether a particular commercial use is appropriate within the overlay district, the use may be allowed subject to planning and zoning commission and city council review and approval, provided that the proposed use conforms to the prevailing character of the downtown area and provided that the use will not necessitate the use of outdoor storage areas. In addition, such uses must not generate excessive amounts of noise, odor, vibrations or fumes, or truck traffic. If the underlying zoning district is more restrictive than the C-3 commercial district, allowable conditional uses will be those generally compatible with the more restrictive standards of the underlying zoning district. Examples of uses that may be allowed subject to approval of a conditional use permit are:
- (1) Auto repair shop.
 - (2) Printing or publishing facility.
 - (3) Limited manufacturing activity that is directly related to the operation of a retail business conducted on the premises.
 - (4) Plumbing and heating shop.
 - (5) Sign painting shop.
 - (6) Appliance repair shop.
 - (7) Home supply business.
- (e) *Prohibited uses.* In all cases the following uses will not be allowed within the overlay district either as permitted or conditional uses:
- (1) Lumber yards.
 - (2) Used or new auto sales lots and displays.
 - (3) Auto body shop.
 - (4) Storage warehouse or business.
 - (5) Mini-storage warehouse.
 - (6) Sheet metal shop.
 - (7) Outdoor storage yard.
- (f) *Site plan review.* Any proposed substantially improved or new building structure or development, including proposed residential facilities, must submit a detailed site plan and building plans for review and approval by the planning and zoning commission and the city council. Applicants are encouraged, but not required, to consult with Community Main Street's Design Guidelines and Design Committee as a design resource. Elements to be considered in this review process are proposed use, proposed building improvements or new structural elements, with particular attention to exterior building design elements, parking provision (see section 29-177 parking regulations), and how the proposed improvement or development will complement existing nearby uses and building design elements.

"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

Item F.1.

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.

The following shall be exempt from site plan review:

- (1) Existing detached single-unit and multi-unit dwellings containing less than seven units; not including mixed-use buildings.
 - (2) Routine repair or replacement of existing roof materials, awnings, or other minor façade elements that do not materially change the appearance, shape or configuration of the existing building will not be considered a "substantial improvement".
 - (3) Emergency repairs needed as the result of unanticipated building or facade damages due to events such as fire, vandalism, or weather related damages, provided that the needed repairs do not alter the appearance of the structure prior to the event causing the unanticipated damages.
- (g) *Parking:* On-site parking in the downtown area will not be required for principal permitted commercial, professional office or service business uses or facilities. Any proposed residential use established within the overlay district must conform to the parking regulations described in section 29-177.
- (h) *Front Setbacks.*
- (1) New commercial and mixed-use buildings shall be placed to the front and corner of lots, and set back a minimum of 0 feet and maximum of 10 feet from any street-side lot line.
 - (2) New residential or expansions of residential buildings shall be setback a minimum of 10 feet.
- (i) *Building design review.* All substantially improved or new building structures within the overlay district shall be reviewed by the planning and zoning commission and the city council for architectural compatibility with surrounding structures. Paramount to this review will be consideration of building materials, exterior building materials on all sides, coloration of materials, building height, roof line, size and location of windows and doors, roof mounted appurtenances, and facades. For the purposes of this section, when a building is located on a corner lot the primary street shall be the north-south street, with other streets being considered secondary. In addition to consideration of typical physical structural improvements to structures, review is also required of any wall painting, mural wall signs or painted artwork or other similar applications to exterior walls. The purpose of review of said exterior wall paintings or drawings is to ensure that said applications are consistent with the prevailing standards and character of the downtown area. The following design elements will be reviewed:
- (1) *Proportion:* The relationship of width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building. An effort should be made to generally align horizontal elements along a street frontage, such as cornice lines, windows, awnings and canopies. The relationship of width and height of

windows and doors of adjacent buildings shall be considered in the construction or alteration of a building. Particular attention must be given to the scale of street level doors, walls and windows. Blank walls at the street level are to be discouraged. Elements such as windows, doors, columns, pilasters, and changes in materials, artwork, or other architectural details that provide visual interest must be distributed across the façade in a manner consistent with the overall design of the building.

- (2) *Roof shape, pitch and direction:* The similarity or compatibility of the shape, pitch and direction of roofs in the immediate area shall be considered in the construction or alteration of a building. Routine repair and maintenance or replacement of existing roof materials will not be subject to review provided that the existing roof line and configuration is not altered during the course of said repairs or maintenance.
- (3) *Pattern:* Alternating solid surfaces and openings (wall surface versus doors and windows) in the front facade, sides and rear of a building create a rhythm observable to viewers. This pattern of solid surfaces and openings shall be considered in the construction or alteration of a building.
- (4) *Building Composition (See Figure 2):*
 - (i) To create visual interest and visually break up long building walls, facades on buildings greater than 50 feet in length shall be divided vertically into bays. Façade bays shall be a minimum of 20 feet wide and a maximum 40 feet wide. The bays shall be distinctive but tied visually together by a rhythm of repeating vertical elements, such as window groupings, pilasters, window bays, balconies, changes in building materials and textures, and/or by varying the wall plane of the façade.
 - (ii) To avoid flat, continuous, and overly long upper floor facades, the maximum length of a wall plane of the façade is 60 feet. Articulation between continuous upper floor façade sections shall be accomplished by recessing the façade 1 foot minimum for a distance of at least 10 feet. This recessed section would count as a façade bay per paragraph (i), even if the width is less than 20 feet.
 - (iii) Storefronts in mixed-use buildings shall be distinguished from the upper floors by a horizontal element, such as a cornice, band board, or soldier course to create a distinctive base to the building.
 - (iv) For all mixed-use and commercial buildings, the minimum ground floor, floor-to-structural ceiling height is 14 feet.

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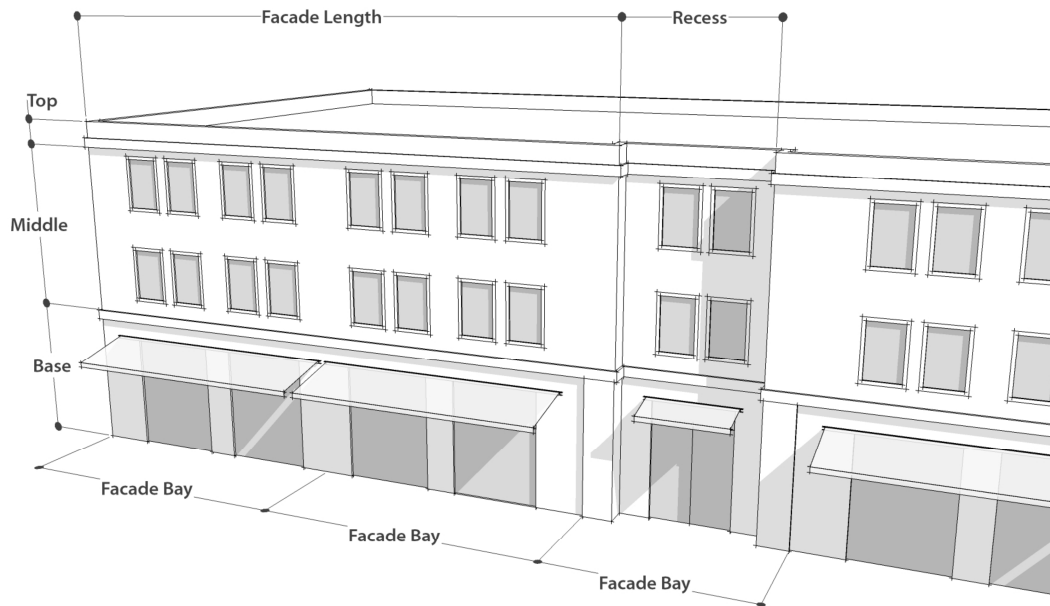


Figure 2 – Building composition example

- (5) **Windows and Transparency:** The size, proportion, and type of windows need to be compatible with existing neighboring buildings. For storefronts, the following standards shall apply:
- (i) A minimum of 70% of the storefront area between 2 and 10 feet in height above the adjacent ground level shall consist of clear and transparent storefront windows and doors that allow views into the interior of the store. The bottom of storefront windows shall be no more than 2 feet above the adjacent ground level, except along sloping sites, where this standard shall be met to the extent possible so that views into the interior of the store are maximized and blank walls are avoided. Exceptions may be allowed for buildings on corner lots where window coverage should be concentrated at the corner, but may be reduced along the secondary street façade, and for repurposing of buildings not originally designed as storefront buildings (e.g. re-purposing of an industrial or institutional building).
 - (ii) Transom windows are encouraged above storefront display windows. Residential window types, reflective (mirrored), or colored glass are not allowed for storefronts.
 - (iii) Glazing should be clear and highly transparent to maximize views into the store. Low-E or tinted glazing will reduce transparency, so is discouraged for storefront windows, but if used, the glass chosen should have a high visible light transmittance and low reflectivity.
 - (iv) Removing storefront windows or reducing storefront window coverage is discouraged and will require Planning & Zoning Commission and City Council approval.
- (6) **Materials and texture:** The similarity or compatibility of existing materials and texture on the exterior walls and roofs of the buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration will be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.

Street-facing facades shall be comprised of at least 50% brick, stone, or terra cotta. Side and rear walls shall be comprised of at least 25% brick, stone, or terra cotta. These high quality materials should be concentrated on the base of the building.

The following materials may be used in limited amounts:

- (i) Fiber cement, aluminum, metal, pre-formed panels, painted wood, or anything similar – Up to 35 percent of any one siding material may be used on the street-facing façade and up to 40 percent of any other sides. These materials are not generally allowed for storefronts. Fiber cement board should be high quality and smooth-faced. Metal shall be heavy gauge and non-reflective. Durability and maintenance of the metal shall be carefully considered if used in high use areas.
 - (ii) Concrete and Precast Concrete- This includes site-poured or preformed concrete items. Use is limited to architectural elements such as window hoods, cornices, columns, capitals, etc. Architectural CMU may be used in combination with other materials such as brick, stone or terra cotta. Except for burnished/polished or glazed units, CMU is not generally allowed on the storefront level, however, architectural CMU, such as split-face, ground-face, and rock-face, may be used as an accent material on the storefront level.
 - (iii) EFIS may only be used for architectural detailing above the ground floor
 - (iv) In the case of an unenclosed rear or roof deck, stained wood is permitted.
- (7) *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. Buildings in the CBD utilize earth and neutral tones; however, other colors can highlight the architectural features of a building and are acceptable as accents. Accents generally include trim areas and comprise up to 15% of the façade. Painting unpainted brick or stone is discouraged.
- (8) *Architectural features:* Architectural features including but not limited to cornices, entablatures, doors, windows, shutters, fanlights and other elements prevailing in the area shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features shall be suggestive of the extent, nature and scale of details that would be appropriate on new buildings or associated with building alterations.
- (9) *Building Entries:* This section applies to new mixed use and commercial buildings.
- (i) Primary entries to ground floor building space and to common lobbies accessing upper floor building space shall be located along street-facing facades. For buildings with more than one street-facing façade, entries along facades facing primary streets are preferred. Building entries along rear and side facades or from parking garages may not serve as principal building entries. Buildings with more than three street-facing facades shall have building entries on at least two street-facing sides.
 - (ii) For buildings that contain residential dwelling units, there must be at least one main entrance on the street-facing façade or façade facing a prominent residential courtyard that provides pedestrian access to dwelling units within the building. Access to dwelling units must not be solely through a parking garage or from a rear or side entrance.

Item F.1.

- (ii) For storefronts with frontage of 100 feet or more, a visible entryway shall be provided a minimum of every 50 feet.
 - (iii) Entryways into a storefront will be at grade with the fronting sidewalks.
 - (iv) Entryways shall be designed to be a prominent feature of the building. The use of architectural features such as awnings, canopies, and recessed entries are encouraged.
- (10) *Exterior mural wall drawings, painted artwork, exterior painting:* These elements shall be reviewed to consider the scale, context, coloration and appropriateness of the proposal in relation to nearby facades and also in relation to the prevailing character of the downtown area. Exterior painting of detached single unit and two-unit residential structures within the district shall be exempt from this provision. Other multi-unit dwelling structures will be subject to this review.
- (j) *Signage.* All signage shall conform to requirements of the Cedar Falls sign regulations outlined in the Zoning Ordinance Section 29-202, except as provided for below:
- (1) Freestanding signs:
 - (i) When located adjacent to any street other than First Street, shall not exceed 15 feet in height and 40 square feet in surface area.
 - (ii) When located adjacent to First Street, shall not exceed 25 feet in height and 60 square feet in surface area.
 - (iii) One freestanding or monument sign shall be allowed per lot provided all components are entirely on private property. In the case of a double frontage lot, a second sign may be considered.
 - (iv) Monumental signs: Shall not exceed 8 feet in height and 40 square feet in surface area.
 - (2) Projecting signs: One projecting sign per business is permitted on the primary façade. Signs which are permitted to encroach over or upon public rights-of-way shall meet the following standards and clearance height:
 - (i) Vehicular ways: 14 feet clear above the vehicular way, unless public services necessitate higher clearance.
 - (ii) Pedestrian ways: 10 feet clear above the pedestrian way. For blade signs and awnings, the minimum clearance height shall be 8 feet.
 - (iii) Blade signs are limited to an area of 4 square feet and a projection of 2.5 feet from an exterior wall.
 - (iv) All projecting signs, excluding blade signs, shall project no further than half the width of the sidewalk that the storefront is located on or 5 feet, whichever is less.
 - (v) All projecting signs, excluding blade signs, shall be no larger in size than 1 square foot for each linear foot of the side of the building to which the sign is attached, not to exceed 40 square feet per sign face.
 - (vi) Corner projecting signs are those that are visible from two or more intersecting streets, and shall be allowed as long as they do not exceed 40 square feet per sign face.
 - (3) Window Signs and film: Permanent or adhered window signage and film shall not exceed 25% of glazing of the first 15 vertical feet of wall area and shall not be placed in a manner that prevents views into a storefront.

- (4) Wall Signs: Wall signs shall not exceed 10% of the total wall area, and in no case shall exceed 10% of the area of the storefront. Wall signs on storefronts shall not extend beyond or above an existing sign band or extend over or detract from the architectural features of the building facade, such as cornices, pilasters, transoms, window trim, and similar.
 - (5) Billboards: Prohibited
 - (6) Roof signs: Prohibited
 - (7) Illuminated signs: Illuminated signs are permitted. External illumination should be provided by a continuous light source directed onto the sign. The use of internally lit signs (back-lit plastic) is acceptable for monument and freestanding signs. The use of internally lit wall and projecting signs (back-lit plastic) are permitted when the background is opaque at night.
- (k) *Removal or demolition of building structures.* Removal or demolition of structures within the overlay district is allowable, subject to securing a demolition permit with the city inspection services division. If no immediate building reconstruction plans are proposed within 30 days following building removal or demolition, the site shall be filled and graded to a topographic elevation equal to or level with surrounding adjacent property natural grade levels. All drainage shall be directed away from existing buildings. Within 30 days of final grading of the site or at the earliest opportunity during the growing season conducive to plant germination, the site shall be seeded with grass. Reasonable efforts shall be taken by the property owner to ensure proper germination of the vegetation and the property owner must maintain the property in accordance with city ordinances.
- (l) Exceptions: The Planning and Zoning Commission and City Council may approve deviations from the standards if there are characteristics of the site or building that makes it difficult or infeasible to meet the requirements outlined in this section, such as buildings located on a corner lot, sloping sites, reuse of an existing building that was not originally designed as a storefront building, or other similar situation. To be granted an exception the applicant must provide:
- (1) A detailed explanation of why the specific standard cannot be met;
 - (2) The proposed building is uniquely designed to fit the characteristics of the site and the surrounding neighborhood, is consistent with the purpose and intent of the CBD, Central Business District Overlay, and will not detract from or be injurious to other properties in the vicinity.
 - (3) The Planning and Zoning Commission or City Council may require an alternative design solution that is consistent with the intent of the standard being modified.

INTRODUCED: _____ September 4, 2018
 PASSED 1ST CONSIDERATION: _____ September 4, 2018
 PASSED 2ND CONSIDERATION: _____ September 17, 2018
 PASSED 3RD CONSIDERATION: _____
 ADOPTED: _____

 James P. Brown, Mayor

ATTEST:

 Jacqueline Danielsen, MMC, City Clerk

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

September 17, 2018

The Committee of the Whole met in the Council Chambers at 6:30 p.m. on September 17, 2018, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Susan deBuhr, Daryl Kruse, Mark Miller, and David Wieland. Frank Darrah and Rob Green were absent. Staff members attended from all City Departments. Tom Nelson with the Waterloo Courier, Tammy Turner with Waste Trac, and other members of the community attended.

Mayor Brown called the meeting to order and introduced the first item on the agenda Promotion of Household Hazardous Material Drop off and Electronics Recycling Event September 22, 2018. Tammy Turner with Waste Trac stated the event will take place at the Cedar Falls Public Works Complex at 2200 Technology Parkway from 9 am to 2 pm. She explained the items Black Hawk County residents may drop off for free, and extra items may have an additional fee. She stated they still need a few additional volunteers as it takes 50-60 volunteers to host the event. She thanked the City for partnering on past events.

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

There being no further discussion Mayor Brown adjourned the meeting at 6:35 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

CIVIL SERVICE COMMISSION

City of Cedar Falls
CEDAR FALLS, IOWA

September 26, 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 Information Systems Technician I. Listed below are the names of the top ranked candidates with their written test scores, applicable Veteran's Preference points, and total points with preference, as applicable. Candidates with tie scores are shown in alphabetical order, if applicable.

<u>Applicant Name</u>	<u>Test Score</u>	<u>Veteran's Preference</u>	<u>Test Score With Preference</u>
1. Sabanagic Ibrahim	832.5		832.5
2. Tim Groninga	730.5		730.5
3. Scott Ameling	672		672
4. Scott Andrew	656.5		656.5
5. Tenzing Bajracharya	589	51.5	640.5
6. David Ritsema	618.5		618.5

Respectfully Submitted,


Robert Frederick, Commission Chairperson


Sue Armbrrecht, Commissioner

John Clopton, Commissioner

Orig: Jacque Danielsen, City Clerk

Cc: Jennifer Rodenbeck, Director of Finance & Business Operations
Julie Sorensen, Information Systems Manager
Pat Williams, Network Administrator
Civil Service Records

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



August 2018

Item G.1.c.

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**FINANCE & BUSINESS OPERATIONS
FINANCIAL SERVICES
August 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 by Financial Services employees. 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 \$106,409,500 invested in CD's and \$4,100,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	1	\$4,000,000.00
CD's Purchased	1	4,000,000.00
PFMM Withdrawal	0	0.00
PFMM Deposit	0	0.00
CD/Investment Interest		\$75,672.47

FY18 Audit

The auditors were here August 8 to complete interim field work with regards to federal grant funding. The auditors will be here the week of September 24th to complete the audit work. The process for financial statement reporting was started in July and has continued through August. The financial statements will be completed in September prior to the auditors arriving.

Capital Assets

A complete review of capital assets was completed in August. The listing is reviewed to determine that all additions and deletions were processed for each division. The listing will be part of the FY18 audit.

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Federal Grant Programs

We continued to monitor all federal grant accounts to ensure compliance with federal regulations. The monthly Electronic Data Collection for Section 8 Housing Voucher Program was filed timely as required by HUD. The unaudited version of the Annual Financials for Section 8 Housing Voucher Program for fiscal year end June 30, 2016, was filed online with HUD in August. The annual Equity Sharing Agreement and Certificate was filed for Police Forfeiture Fund.

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 August, 134 payroll checks and 1,231 direct deposits were processed.
5. Capital asset additions were monitored during the month.
6. Accounts receivable were processed and 267 invoices were mailed out to customers.
7. 1,832 transactions for accounts payable were processed and approved by the City Council for payment and 623 checks were mailed out to vendors.
8. Continued to provide bookkeeping support to the Cedar Falls Community Foundation.
9. Continued to provide bookkeeping support to Sturgis Falls.
10. Staff continues to work on recordkeeping of flood related to the 2016 Flood event which started September 21, 2016.

Benefits & Compensation Activities

1. The Wellness Committee met to finalize the first FY19 challenge, Know Your Numbers, and to finalize upcoming challenges and rewards. Staff arranged for Covenant Clinic Occupational Medicine & Wellness staff to complete blood draws in September for eligible employees needing 2018 lab values to complete the online health assessment. Over 100 employees completed the assessment in 2017 and the Committee's goal is to have employees complete an updated version each year for comparison. Completion of the assessment by October 31st will result in a \$25 Hy-Vee gift card.

2. FY18 health fund information was forwarded to Wellmark and the City's actuary to assist with the September financial audit and State of Iowa 509a reporting requirements.
3. Staff continued to work with Wellmark regarding Blue Dental billing set up and corrections.
4. Staff began benefits training with the City's new Accountant and both attended a meeting hosted by Advantage Administrators.

Civil Service Commission & Employment Related Activities

1. Follow-up and/or preparations for the August 15 and 29 Civil Service meetings related to positions below took place.
2. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification processing took place for the following FT positions: Accountant, Civil Engineer, Engineering Technician I & II, Information Systems Technician I, Land Surveyor, Maintenance Worker, and Planner II; PT positions: Administrative Assistant, Assistant Equipment Mechanic, CSO, GIS Intern, Laborer, Library Assistant and Intern, Production Assistant, Reserve Police Officer and POC Reserve Police Officer, Transfer Station Laborer, and seasonal positions in the Municipal Operations & Programs Departments.
3. Staff assisted in the preparation of a summary of promotional testing information to share with the Commission to review promotional testing.
4. Staff reserved a booth to recruit engineering students and alumni at the September 25th ISU Engineering Career Fair and began coordinating display, materials, and freebies to represent the City.

Miscellaneous Personnel Activities

1. Personnel policy updates from the City Attorney continued to be reviewed.
2. Staff summarized accomplishments and goals for Council's goal setting book.

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Finance and Business Operations Information Systems Division Monthly Report August 2018

Software Purchase/Installation/Upgrade Activities

- Software installations included:
 - SigPlus software was installed on a PC in Public Safety resolving a signature pad issue.
 - A TraCS 10 software update was applied
 - Google Chrome was reinstalled on a Planner's PC.

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:
 - A new projector was installed in the Public Works conference room.
 - 15 new credit card machines were installed at various city locations.
 - 2 case fans were installed in the CSO camera PC for better ventilation.
 - A new PC was loaded for the new Accountant position.
 - 4 GB of RAM was added to an Engineering PC.
 - A power supply for a cash drawer at the Rec Center.
 - A new monitor for a Hearst Center end user.

Project and Assistance Activities

- New Cable TV Production Truck:
 - Assisted Cable TV with hardware configuration and installation in their new production van
 - Assigned Static IP addresses and configured a switch for the new cable TV Van
 - Produced first volleyball game in truck
- Agenda management software replacement
 - Attended webinars investigating options available

- Developed scorecard after attended personalized demos of two different products
- Starting negotiates with Hyland on retaining maintenance for SIRE month to month.
- Graphic design projects for the month included:
 - Hearst Center: buttons, Wieland exhibit materials, biocell postcard and sign, all special event posters
 - Tourism: Group itinerary, misc printing, ad resizes and updates, Draft Day logo and poster
 - Other: website and social media maintenance, National Night Out sign, challenge coin inserts, exit maps, no parking signs, business cards, rec center fliers and schedule, laminating, Rec Class fliers, cable TV slides, note pads, wellness challenge materials, pink patch project receipts and stickers, Currents prep
- Assistance Activities:
 - Increased storage for GIS and Police volumes
 - The Police Department was assisted with archiving DVR footage from Sharky's, UNI PD and 5 corners liquor store for 2 separate investigations.
 - Video from the Rec Center was archived due to potential theft of equipment.
 - A video file was restored, from backup, for a Police officer going to court on the matter.
 - Cable TV Staff worked with UNI to install power at the UNI-Dome/McLeod Center for Cedar Falls football, CF Graduation and UNI events.
 - 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.

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- We continue to provide support for the City's telephone system, adding and modifying services as requested

Problem Resolution Activities

- US Cellular was contacted about resetting an end user's voicemail password on their city issued cell phone.
- Both domain controllers were rebooted in order to resolve email password prompting issues along with trust relationship problems when joining a PC to the domain.
- A dedicated public Wi-Fi network was created for use in the Council Chambers and at Public Works, due to speed issues.
- The Firehouse software database was compacted and repaired due to error messages and speed issues.
- A ticket was opened, with LAMA, because the software would lock up when uploading documents to 1 contractor. This issue has been resolved.
- Accident report forms had to be updated because of the Tracs 10 software update.

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

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

Regular production included:

- Produced 5 City News shows
- Produced 3 Arts Overlook segments
 - Little Red Schoolhouse
 - Dave Wieland photography
 - ARTapalooza preview

- Produced 4 Sports Talk segments
 - CF Football preview
 - CF Volleyball preview
 - CF Volleyball v Linn-Mar recap
 - Cat Bowl JV football game feature
- Aired 3 new Panther Sports Talk shows
- Continued production on “Cedar Falls Fire Rescue: 150 Years” documentary
- Produced video open for Panther Sports Network football broadcasts.
- Finished graphic packages for fall production season: UNI Football, UNI Volleyball, CF Football and CF Volleyball
- Recorded UNI Football Media Day and played program back on Channel 15
- Recorded UNI Volleyball Media Day and played back on Channel 15.
- Recorded 1 Currents program
 - Cedar Falls Community Foundation
- Recorded 1 Mayor’s Corner
 - Construction Numbers (2nd Highest)
- Covered Cedar Falls Football Media Day (Photography headshots)
- Covered UNI Football Media Day (Photography headshots)
- Covered Cedar Falls Volleyball Media Day (Photography headshots)
- Covered Cedar Falls Cross Country Media Day (Photography headshots)
- Covered UNI Volleyball Media Day (Photography headshots)
- Covered one Panther Sports Network event
 - UNI Volleyball vs. Iowa State
- Covered one CF Volleyball match
 - Cedar Falls Volleyball vs. Linn-Mar
- Covered one Cedar Falls Football game
 - CF Football vs. Iowa City High
- Covered two Tiger Rewinds
 - CF Sophomore football vs. CR Xavier
 - CF Football at Ames
- Began work on Tiger Booster Club video

City News

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

- Cedar Falls Construction Numbers (2nd highest)
- Community Main Street building update
- Road Construction Update
- Little Red Schoolhouse
- Community Builder Celebration preview (Community Foundation)
- Fondo Fest preview
- Downtown District campaign
- Orchard Hill Park Pickleball courts update

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- Falls Aquatic Center
- National Night Out recap
- Greenhill Road traffic study
- Cedar Falls Health Trust Fund
- Doggie Dip preview
- Gran Fondo/Cross Fit in downtown Cedar Falls
- Fondo Fest recap
- Place to Play inclusive playground update (financial goal reached)
- Flood Levee update
- ARTapalooza preview
- Road Construction update
- Doggie Dip recap

Geographical Information Systems (GIS)

- Projects:
 - Worked with council & neighborhood associations to update their boundaries for the web
 - Worked with Engineering & CFU to create an easement for property on Grove St near levee
 - Met with Planning staff to review potential annexation properties for industrial park expansion
 - Provided technical comments for 2 plats going to tech review
 - Provided report to Fire Department on current preplan data collection
 - Reduced aerial imagery disk space by 350% from 250 to 77gb.
- Web & Database:
 - Added new 2018 1' contours to web mapping applications
 - Added easements to SQL and added those to the web applications
 - Converted CAD drawings for P/Z & Council exhibits
 - Reviewed and assigned 3 new addresses for upcoming projects
 - Updated cemetery information from CIMS into SQL
 - Updated rental information from Firehouse into SQL
 - Updated building permits from LAMA into SQL
- Field work:
 - Collected 198 survey-grade GPS positions on sanitary and storm sewer infrastructure
- Maps:
 - Provided map of utilities along Lone Tree Rd for parks
 - Provided map showing City elevation model for Engineering & Planning
 - Provided a map for Planning on W 1st St property acquisitions
 - Provided a map of all 5 City neighborhood associations
 - Provided a map for the 2019 pavement management program to Engineer
 - Provided a map for an easement on Grove St for Engineer
 - Provided a map with properties for proposed annexation of Industrial Park

- Provided maps for new addresses issued

Training and Staff Activities

- A city wellness meeting was attended.
- A building inspections meeting was attended to go over issues with tablets
- Trained with departed Information Systems technician on several job duties including iSeries, DVR's, and Shieldware Reports
- Attended demos for Avigilion camera systems
- Met with Building officials on recommendations for equipment in the new Public Safety Building
- Started hiring process to replace departing Information Systems Tech
- Worked with GIS Intern to map platted easements and setbacks
- Checked GIS Intern's work for completeness and accuracy
- Several staff members worked with city clerk staff to find replacement for SIRE for agenda management and video management for public meetings.
- The Traffic Operations Supervisor was trained on some basic IP addressing in order to connect to his traffic controllers in the field.

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FINANCE & BUSINESS OPERATIONS LEGAL SERVICES August 2018

REPORT FROM SWISHER & COHRT – SAM ANDERSON, ROBERT BEMBRIDGE:

1. **Traffic Court:**

City Cases Filed: 156 (this number includes both City and State tickets)

Cases Set: 16

Trials Held: 1

2. **Code Enforcement:** Conversations with Steph Moore and research re: abandoned moped; additional conversations re: property on 9th Street and re: Bennett.

3. **Miscellaneous:** Negotiations on Culp case set for jury trial and attend pretrial conference.

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

4. **PERSONNEL/HUMAN RESOURCES:**

- a) Consult with City staff on personnel and disciplinary matters
- b) Attend weekly Human Resource Meetings
- c) Work on Personnel Policy revisions
- d) Advise on Civil Service procedure questions
- e) Draft Administration Committee decision – employee grievance

5. **RISK MANAGEMENT/CLAIMS:**

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

6. **CONTRACTS/AGREEMENTS:**

- a) Review, Advise & Drafting – Bookkeeping Agreement with Sturgis Falls
- b) Review, Advise & Drafting—Owen 5 Development Agreement and conveyance
- c) Review, Advise & Drafting---Six Kids Development Agreement and conveyance
- d) Review, Advise & Drafting—JDavis Development Procedures Agreement Amendment
- e) Review & Advise---Midland Atlantic Conditional Zoning Agreement
- f) Drafting—Band Shell Lease Agreement

7. **MAYOR/CITY COUNCIL:**

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

9. **MISCELLANEOUS:**

- a) Attend Weekly Department Meetings
- b) Professional Reading-municipal and employment law resources
- c) Advise on new Iowa appellate court cases of interest to the City
- d) Advise on Open Records requests
- e) Advise on sidewalk ordinance amendment
- f) Attention to recording issue—alley vacation
- g) Draft conveyance documents—latest 2016 FEMA flood buyout
- h) Attention to property acquisitions—West 1st Street
- i) Continue drafting of standardized storm water maintenance and repair agreement
- j) Continued work on Recodification
- k) Attention to problems with PennyMac related to Center Street acquisitions
- l) Advise on levee easement
- m) Advise on defective sidewalk liability

REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:

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

- a) The Risk Management Committee met August 22, 2018. Department Directors, City Attorney, and insurance representatives were in attendance. Workers' Compensation injuries, liability claims, damage to City property, policies, and disciplines were reviewed.
- b) Worked with legal counsel on investigation and documentation for various litigated workers' compensation, property, and liability claims.
- c) Review and edit contracts and certificates of insurance for insurance requirements; working legal counsel and conferring with Arthur J. Gallagher and contractor's agents.
- d) Worked with Alternative Service Concepts in processing claims: worker's compensation, liability, property damage, etc.

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- e) Review trails and parks rental agreements and insurance for special events.
- f) Submit North Industrial Park Rail renewal to underwriting.

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 injuries/illnesses

12. Human Rights Commission (HRC):

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

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

Public Records Activity

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

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

City Council adopted twenty-eight (28) resolutions during the month; staff drafted all twenty-eight (28) of these resolutions.

Issued the following:

- 3 Business Licenses
- 1 Sidewalk Café permit
- 34 Pet licenses
- 18 Annual "Paw Park" permits
- 3 Cemetery Interment Rights Certificates

Issued the following Parking Permits:

- 42 Monthly Lot
- 0 Annual Lot (prorated)
- 2 Annual Senior
- 0 Monthly Construction
- 6 Daily/Guest
- 0 Annual Dumpster

Processed (14) liquor licenses, (5) wine and (3) beer permits.

Recorded (2) documents with the County Recorder.

Responded to (5) requests for public records and (6) requests/concerns received thru the City's on-line Service Request feature.

Interviewed applicants interested in part-time administrative assistant positions.

Attended two agenda management software demonstrations.

The unemployment rates for the month of July 2018 were 2.6% for the Waterloo-Cedar Falls Metropolitan Area, 2.6% in Iowa and 4.1% in the U.S.

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Document Imaging completed

17 – Employee performance evaluations.
32 – Miscellaneous boards, commissions & committees meeting materials.
28 – City Council Resolutions. (21,210-21,237)
Departmental Monthly Reports for July 2018.
Miscellaneous employee documents.

Parking Enforcement

1,301 – Parking citations issued.
\$ 5,936.74 – Citations paid.

Parking Collection Efforts

\$ 1,385.00 – Collections from delinquent parking accounts.
\$ 1,050.00 – Vehicle immobilizations (21 vehicles).

The parking study committee reviewed proposals received from consultants interested in completing a parking study of the Downtown area.

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

Library Activity

Usage Statistics	June 2018	July 2018	July 2017
Customer Count	24,670	24,312	24,120
Circulation	45,713	44,719	44,832
Ebooks, emagazines, and streamed videos	4,139	4,541	4,162
Downloaded music	1,581	1,631	1,581
Reference Service	2,843	2,934	2,785
Items Added	1,412	807	805
Event Attendance	3,969	2,719	2,195
Computer & Wi-fi Usage	4,199	4,354	4,201

Library events in August included the following:

- Writers of the Cedar Valley, workshopping on writing-related topics, met August 5.
- The “Social Security 101” Financial Literacy session happened August 7.
- Geek Out Together discussion on August 13 was “Lost in Space.”
- Trivia Night’s feature this month was on 90’s sitcoms, for teens and adults, August 14.
- The Academy Awards’ film series showing of “The Post” was on August 17.
- Master Gardener Glenda Riddle talked about seed-saving, and the best tasting variety of tomato was judged, at the Tomato Tasting August 18.
- The monthly Board Game Saturday was August 18.
- The “Medicare 101” Financial Literacy session happened August 21.
- Friends Morning Book Discussion on August 28, was about “Growing Poverty in the US,” featuring books by three different authors.
- Cultural Literacy discussion on August 28 was on the theme, “DREAMers and DACA,” a panel presentation by the Cedar Valley Advocates for Immigrant and Refugee Rights.
- Homeschool Get-Together was held for homeschool teachers, August 30.
- There were no storytimes in August.
- The Library Board approved the architect’s plans for the CoLab, August 1.

Community Center: In addition to regular weekly events for seniors, such as cards, ceramics, billiards, functional fitness sessions, and music, the Center also hosted bridge clubs, stamp club, and a device advice, “Digital Photos 101.”

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ENGINEERING DIVISION PROJECT MONTHLY REPORT - August 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	Contracts	\$68,000	Engineering Division Bentons
Mandalay Slope Repair	Storm Water	Final Out Remains	\$107,000	Engineering Division S.L. Baumeier
Center Street Trail	Trails	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 - August 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
River Place Addition	New Subdivision	Construction Underway	-----	Kittrell/AECOM
Sands Addition	New Subdivision	Construction Underway	-----	Jim Sands/VJ
The Arbors Third Addition	New Subdivision	Acceptance of Improvements Remain	-----	Skogman/CGA
The Arbors Fourth Addition	New Subdivision	Under Review	-----	Skogman/CGA
Western Homes 7th Addition	New Subdivision	Under Review - Grading Approved	-----	Claassen
Wild Horse 3rd Addition	New Subdivision	Acceptance of Improvements Remain	-----	Skogman/CGA
Wild Horse 4th Addition	New Subdivision	Under Construction	-----	Skogman/CGA

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ENGINEERING DIVISION COMMERCIAL CONSTRUCTION MONTHLY REPORT - August 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
Wileys Christian Books Parking Lot	2520 Waterloo Road	Approved	-----	-----	Active
McDonalds Parking Lot	2515 Main Street	Approved	-----	Bishop Engineering	Completed
Victory Motors Building Remodel	5312 University Avenue	-----	-----	All Seasons Construction	Active
Viking Pump Building Addition	715 Viking Road	-----	-----	Cardinal Construction	Active
Wayson Chiropractic	4615 Chadwick Road	Under Construction	Approved		-----
Willow Falls Addition	Bluegrass Circle	Under Construction	Approved	VJ Engineering Brent Dahlstrom	
N. Cedar Elementary School		Approved	Approved	Brain Engineering	
Western Home 7th Addition	Under Construction	Approved		Lockard Development	Active

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

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

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

Aug-18

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

\$6,938,
 \$25,772,
 \$12,141,
 \$16,684,

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	11	0	\$3,082,988.00	\$26,051.90	26	0	\$6,499,151.00	\$55,201.60
Multi-Family New Construction								
Res Additions and Alterations	124	0	\$1,712,316.00	\$25,048.05	280	0	\$2,950,791.00	\$48,470.10
Res Garages	12	0	\$127,477.00	\$2,496.25	22	0	\$252,652.00	\$4,787.25
Commercial/Industrial New Construction	1	0	\$1,600,000.00	\$8,951.00	4	0	\$12,865,400.00	\$61,418.75
Commercial/Industrial Alterations	13	0	\$401,503.00	\$4,466.90	24	0	\$3,186,478.00	\$23,185.90
Commercial/Industrial Garages	1	0	\$14,145.00	\$283.50	1	0	\$14,145.00	\$283.50
Churches					1	0	\$3,840.00	\$125.00
Institutional, Schools, Public, and Utility	1	0	\$0.00	\$0.00	1	0	\$0.00	\$0.00
Agricultural/Vacant								
Plan Review	4	0	\$0.00	\$7,568.36	12	0	\$0.00	\$49,508.36
Total	167	0	\$6,938,429.00	\$74,865.96	371	0	\$25,772,457.00	\$242,980.46

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

Aug-18

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	94	0	\$0.00	\$6,719.40	175	0	\$0.00	\$14,398.70
Mechanical	83	0	\$0.00	\$7,465.00	183	0	\$0.00	\$17,841.25
Plumbing	81	0	\$0.00	\$13,141.00	157	0	\$0.00	\$20,323.00
Refrigeration	1	0	\$0.00	\$180.00	1	0	\$0.00	\$180.00
Total	259			\$27,505.40	516			\$52,742.95

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

Building Totals	167	0	\$6,938,429.00	\$74,865.96	371	0	\$25,772,457.00	\$242,980.46
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Grand Total	429	0	\$6,938,429.00	\$102,671.36	891	0	\$25,772,457.00	\$296,610.82
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PLANNING & COMMUNITY SERVICES DIVISION MONTHLY REPORT August 2018

MONTHLY MEETINGS:

Planning & Zoning Commission – Meetings were held on August 22, 2018. The following items were considered:

Owner/Applicant	Project	Request	Action Taken
Larry Hill and Wingert Development	Rezone north end of Lakeshore Drive	Rezoning from A-1 to R-1	Initial Discussion

Group Rental Committee – No meetings in August.

Board of Rental Housing Appeals – Regular meeting was held on August 13, 2018

Jacqueline Paulus	1115 Main Street	Increase back to four (4) individuals aged 18 years or older	Approved for an occupancy of four (4) individuals aged 18 years or older
Matt Matthias and Ryan Kayle	3105 McClain Drive	Increase back to four (4) individuals aged 18 years or older	Approved for an occupancy of four (4) individuals aged 18 years or older

Board of Adjustment – The Board of Adjustment did not meet in August

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Historic Preservation Commission	8/1/18	Upcoming and ongoing projects discussed.
Housing Commission	8/14/18	Meeting Cancelled. No new agenda items.
Community Main Street Design Committee	8/17/18	One submission reviewed. Upcoming projects discussed.
Bicycle and Pedestrian Advisory Committee	8/7/18	Discussion on Bicycle Friendly application, bike network signage, Mayor's Entre-Tourism ride and model city ordinances
Metropolitan Transportation Technical Committee	8/9/18	Technical Committee meeting was held. Long Range Transportation Plan update.
MET Transit Board	8/30/18	Staff reports, update on route changes, policy amendments for animals in buses.

Wellness Committee	8/1/18 and 8/29/18	Upcoming challenge details finalized, survey results reviewed, and conference call with Wellmark Representative.
North Cedar Neighborhood Association	8/13/18	Update on Center Street trail project. Project now underway. Grading and removal of existing sidewalks occurring.
College Hill Partnership	8/13/18	Events planning: Oktoberfest. Discussed clean-up on private properties surrounding and weeding of bioswales in City parking lot next to UNI bookstore. City assisted with tree planting on south side of parking lot. Discussions of City's participation with trash receptacles and pick-up.

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 sent out a request for proposals for master planning services for the Gibson properties that the City owns along W. Ridgeway Avenue and Hudson Road.
- Met with businesses in the Industrial Park to discuss their business operations.
- Drafted development agreements for 2 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.

PLANNING SERVICES:

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

Number of Rental Inquiries: 25

Types of Questions:

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

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CODE ENFORCEMENT:

Number with Cases During Timeframe	70	
Incomplete Cases	25	35.0%
Completed Cases	45	65.0%
		100.0%

<u>Description of Issue</u>	<u>Amount</u>
Front and Side Yard Parking	5
Brush Piles/Vegetation	3
Garbage container at street curb	3
Overflowing Garbage Container	0
Items at the Street Curb	1
Junk/unlicensed vehicle	3
Illegal Storage of Trash/Materials on Property	6
Property/Building Maintenance	2
Sidewalk Obstruction	2
Loud Party	0
Signs in the ROW	2
Over-occupancy	1
Tall grass and weeds	42
Total	70

Landlord Accountability Ordinance:

- 29 properties issued warnings.
- 5 properties issued citations/points.

OTHER PROJECTS FOR AUGUST INCLUDED:

- A final paving reminder was sent to the relevant landlords with paving deadlines in September 2018.
- Postcards were sent out to remind relevant landlords of their September 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.
- Submitted two projects to the UNI History Field Experience Student Placement Course.
- One Rental to Owner Conversion Incentive Program project started. Two projects underway.
- 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.
- An RFP for master planning services for the city-owned Gibson properties along W. Ridgeway Avenue was sent out to prospective firms and posted on the American Planning Association website.
- Assisted with Downtown Parking Study RFP

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HQS Inspections: 26 Inspections were completed

End of Participation: 3 clients ended participation. (2 for non-compliance and 1 voluntary).

Hearings: None

Other:

- The annual SEMAP report was completed and submitted to HUD. SEMAP is a PHA's annual assessment tool which results in a performance score for the Housing Authority.
- Staff reviewed all applications on file and renumbered the Waiting List to comply with recent changes in the Local Preferences.

**Amount of Vouchers HUD authorizes*

*** Lease up goal based on available funding*

Add A Dollar Report

During the month of August, the Add a Dollar program assisted 15 households with an average of \$192.26 per household. The program balance is currently \$0. Additional funding will be disbursed in September.

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

PLANT OPERATIONS

Overall plant performance was very good the month of August. All permit requirements were met.

The University of Iowa Hygienic Lab inspects wastewater labs for certification for IDNR. An on-site audit was completed August 21st. No deficiencies were noted.

Recommendations for minor issues that arose during July's IDNR inspections were received in August. Some minor reporting errors were found in our monthly submittals and an issue with loading at the plant needs to be explored. Any findings need to be reported to the IDNR by January 1, 2019.

PROJECTS

Annually we have aging manholes rehabilitated to reduce infiltration into the collection system and to stabilize old brick structures. In August our contractor lined fifteen manholes.

Our third stage digester was emptied, cleaned, and inspected with minor repairs completed in August. Nutri-ject companies from Hudson was contracted to clean the tank. Staff completed minor repairs before the tank was put back into service.

BIOSOLIDS

We processed 425,000 gallons of liquid biosolids during the month, of which 150,000 gallons were hauled directly to local area farm fields. The other 275,000 gallons were dried using our belt filter press.

A total of 6.32 tons of sand and grit were hauled out of the plant to the landfill in August.

SEWER SYSTEM SERVICES

We received 675 sewer locate requests from the Iowa One Call system, 153 of which were pertinent and required markings by our field staff.

We received eight residential sewer problem calls in August, none of which involved an issue in the city's sewer main.

There were three emergency calls from lift stations. These calls notify us before major issues happen and worked as designed this month.

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We cleaned a total of 22,081 feet (4.2 miles) of sanitary sewer lines. This brings our total for the year to 23.5 miles. Our goal each year is to clean at least forty miles so with a decent fall we should be able to achieve this.

A total of 9,840 feet (1.9 miles) of sewer lines were inspected with our televising equipment. This brings our total for the year to five miles. Our goal is to inspect at least fifteen miles per year so we have a lot of effort ahead of us to meet this.

INDUSTRIAL WASTE PRETREATMENT PROGRAM

A scheduled inspection was conducted at Metokote Corporation in August. No violations were found.

Unscheduled inspections were conducted at Standard Golf and Viking Pump with no violations found.

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

PARK

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking and shelter cleanup duties.
- Removed and covered up graffiti.
- Dirt work in Island Park performed to reduce ponding on the trail.
- Swept and blew off all recreational trails on a weekly basis.
- Poured concrete trail connection at Big Woods Campground.
- Reinstalled trail bench on Greenhill Rd.
- Removed rocks and plaques from Peter Melendy Park due to construction.
- Stump grinding was completed on over 100 stumps.
- Continued work in Orchard Hill Park for new pickle ball & basketball courts.
- Installed new handrails removed silt socks and construction debris from Clay St. Park.
- Repaired broken air chuck from bike repair station at the library.
- Repaired rock bed for drain outlet and filled washout ruts in Nordic Ridge Park.
- Cleaned Washington park boat ramp due to flooding.
- Installed new nets on multiple basketball hoops in parks.
- Installed new bike rack at Island Park Beach House.
- Installed new playground mulch in parks as needed.
- Ground work at Orchard Hill pickle ball courts.

ARBORIST

- Ash Street trees removals. (28 total)
- Other street tree removals. (15 total)
- Some routine tree trimming and hanger removals from multiple locations. (25 total)
- Continued removal of planting from Peter Melendy Park due to construction.
- Routine cleaning and maintenance of arborist equipment.
- Cleaning planting beds and city bio-cells throughout city locations.
- Fertilized Clay St. Park.
- Routine watering of trees and plantings.
- Maintained planting beds at Hearst Center and City Hall.
- Watering newly planted tree and shrubs.
- Cleaned new planting beds at Parking Lot D.

CEMETERY STAFF

- Performed regular grave openings/closings and assistance with funerals.
- Weekly mowing and trimming of all three cemeteries.
- Picked up down limbs in the cemeteries and in some ROW mowing areas.
- Picked up all garbage and dead flowers in the cemetery.

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- 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 Cemetery.
- Staff sharpened and swapped out mower blades.

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

FOR THE MONTH OF: August Year 2018

Interments:

Greenwood	<u>5</u>
Fairview	<u>2</u>
Hillside	<u>1</u>

**Disinterment:
Spaces Sold:**

Greenwood	<u>2</u>
Fairview	<u>4</u>
Hillside	<u>3</u>

Services:

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

Receipts:

Prepetual Care	Greenwood	\$ 320.00
	Fairview	<u>\$ 640.00</u>
	Hillside	<u>\$ 480.00</u>
		<u>\$ 1,440.00</u>
	Burial Permits	<u>\$ 5,350.00</u>
	Lot Sales	<u>\$ 5,760.00</u>
	Marker permits	<u>\$ 780.00</u>
	Deed Transfers	
Total Receipts:		<u><u>\$13,330</u></u>

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

RESIDENTIAL SOLID WASTE COLLECTION

The automated units collected a total of 723.15 tons of solid waste during the month of August. The 142 loads required 364.70 man-hours to complete, equating to 1.98 tons per man-hour. The automated units used 1,425.70 gallons of low sulfur diesel fuel during the month.

PARKS GARBAGE ROUTE

The automated park garbage truck collected a total of 2.84 tons of solid waste during the month of August. The 9 loads required 72.00 man-hours to complete, equating to 0.04 tons per man-hour. The automated unit used 74.23 gallons of low sulfur diesel fuel during the month.

CONTAINER ROUTE

The container route crew collected twenty-two (22) loads of refuse for the month. The containers totaled 32.08 tons and required 97.00 man-hours to complete. This operation yielded 0.33 tons per man-hour. The semi-automated collection totaled 27.95 tons and required 79.00 man-hours to complete. This operation yielded 0.35 tons per man-hour.

The total number of August container dumps was 792. Seventeen percent (17.05%) or 135 of these dumps, were for non-revenue bearing accounts.

The container route truck used 329.38 gallons of low sulfur diesel fuel during the month.

LARGE ITEM COLLECTION

Refuse personnel made 121 large item stops during the month and collected 12.35 tons. This required 47.00 man-hours to complete and equates to 0.26 tons per man-hour. Forty-five (45) Appliances, Fifteen (15) Televisions, and One (1) Computer were collected this month.

RESIDENTIAL YARD WASTE COLLECTION

Refuse crews collected 100.92 tons of yard waste curbside this month. The 25 loads required 64.00 man-hours to complete, equating to 1.62 tons per man-hour.

There are currently 7,744 yard waste accounts throughout the city.

2,351 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 272.40 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION SOLID WASTE

The Transfer Station's trucks hauled 84 loads of solid waste to the Black Hawk County Landfill totaling 1,181.44 tons.

The Transfer Station accepted 383.07 tons of commercial and residential solid waste this month.

289 appliances, 222 tires, 118 television sets, and 17 computer monitors were received at the Transfer Station for the month.

The Transfer Station's trucks used a total of 618.70 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION YARD WASTE

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

The Transfer Station accepted 2.64 tons of commercial and residential yard waste this month.

Refuse crews hauled 58.81 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 August:

Tin (Baled)	2.33 tons
Plastic (non-baled)	
Plastic (Baled)	15.88 tons
Cardboard (non-baled)	
Cardboard (Baled)	54.42 tons
Newspaper/Magazines (non-baled)	
Newspaper/Magazines (Baled)	28.92 tons
Phone Books	
Books/Flyers	
Office Paper	5.06 tons
Plastic Bags	0.66 tons
Styrofoam	0.00 tons
Other Items Recycled for the month	
Appliances	18.98 tons
E-Waste	9.35 tons
Glass	27.24 tons
Scrap Metal	34.66 tons
Shingles	100.97 tons
Tires	3.30 tons

Revenue generated by the Recycling Center for August was \$3,386.00.

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UNI RECYCLING SUBSTATION

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

Plastics #1-7	3.10 tons
Cardboard	11.20 tons
Newspaper	5.09 tons
Tin	1.09 tons
Glass	3.45 tons
Plastic Bags	0.37 tons
Office Paper	1.40 tons
Styrofoam	0.16 tons
Total	25.86 tons

FAREWAY RECYCLING SUBSTATION

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

Plastic #1-7	8.25 tons
Cardboard	17.37 tons
Newspaper	7.31 tons
Tin	1.38 tons
Glass	3.41 tons
Total	37.72 tons

GREENHILL VILLAGE RECYCLING SUBSTATION

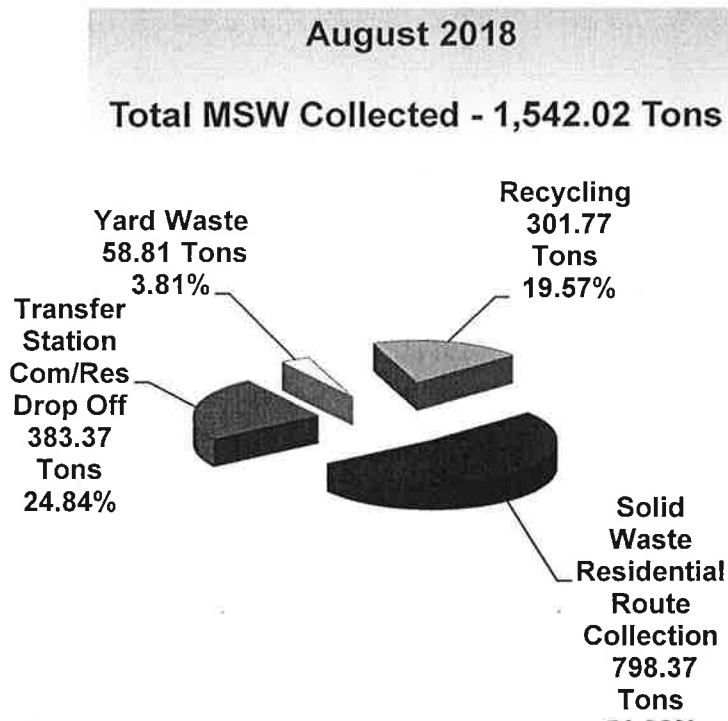
The Greenhill Village Recycling Substation received the following quantities of recyclables for the month of August.

Plastic #1-7:	3.06 tons
Cardboard	14.59 tons
Newspaper	4.89 tons
Office Paper	1.00 tons
Plastic Bags	0.00 tons
Tin	0.64 tons
Glass	4.07 tons
Styrofoam	0.46 tons
Total	28.71 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 1,542.02 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of August 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 AUGUST

COMPOST FACILITY

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

OUTSIDE SECTION ASSISTANCE

- Provided assistance in the fleet maintenance facility.
- Assisted with solid waste and yard waste collection.
- Assisted with the pickleball court in Orchard Hill Park.
- Replaced a damaged section of recreation trail along W. 12th Street.
- 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.
- Made permanent street repairs at location where Cedar Falls Utilities 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.
- Removed the art work structure from Melendy Park to accommodate flood levee construction.
- Replaced a leaking yard hydrant in the washout bay at the 1500 Bluff Street complex.

CEDAR RIVER

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

SPECIAL EVENTS:

Traffic control materials were placed & retrieved for the following events

- UNI Now event on College Hill
- Fondo Fest event on the Parkade
- Timber Drive neighborhood event
- Welcome back event on College Hill

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

- 118 traffic control signs were repaired.
- Made 5 labels for vehicle maintenance.
- Traffic operations completed 10 One Call utility locates.
- Completed 27 minor repairs and upgrades to different signalized intersections.
- Traffic operations completed the painting of handicapped stalls throughout town.
- Responded to 3 different outdoor emergency siren service calls.
- Traffic personnel assisted building maintenance with 4 minor tasks.
- Delivered building supplies and completed recycling task at city buildings.
- Made 2 different repairs on surveillance cameras.
- Assisted building maintenance with a large scale lighting project at the Recreation Center.
- Removed and reinstalled 6 vehicle detection sensors at the intersection of 18th and Main St, due to asphalt resurfacing.
- Installed new pedestrian pushbuttons to the intersection of 12th and Main St.
- Responded to a signal knockdown at 3rd and Main Street. A new signal and light pole was installed.
- 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 intersections completed this month are:
 - 4th and Hudson
 - 12th and Hudson
- Completed the testing of 2 signal cabinets that were installed by a contractor for the 58 corridor project.

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

The Fleet Maintenance Section processed 151 work orders during the month of August. 8 of them were either sent out or done by staff from other sections.

1,187 transactions were recorded through the City's fuel dispensing sites. The Usage was as follows:

7,569.675 Gallons of Ethanol

8,357.88 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of August was 15,927.555 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

231: Replaced hydro boost on master brake cylinder.

237: Replaced leaking fuel tank and tank straps.

230: Installed brake controller.

244: Replaced PTO and hydraulic pump.

245: Replaced and rebuilt weldment for box hoist assembly.

Refuse Section

340: Replaced DPF filter w/ new cleaned one.

352: Installed rebuilt compactor cylinder.

370: Replaced clutch brake assembly.

341: Replaced front slack adjusters and rear brake drums and shoes.

346: Replaced PTO and hydraulic pump.

342: Replaced rear brake drums and shoes; charged a/c.

351: Removed DPF filter and had it cleaned; installed once it was returned.

3050: Repaired compactor with new AR steel plating.

Parks/Cemetery/Rec Section

2159: In serviced new chipper.

2361: Repaired coolant leak on the engine.

2197: Replaced the clutch actuator.

2201: Replaced broken fuel tank straps.

2332: Replaced steering components and had aligned.

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Fire Division

FD504: Replaced front steer tires.

FD501: Engine was overhauled at Beyer Motorsports.

FD521: Replaced rear brake pads and rotors.

Police Division

PD06: Repaired leak in roof.

PD13: Replaced front and rear brake pads and rotors; replaced siren.

PD15: Replaced catalytic converter at Witham's, replaced tires and aligned suv.

Community Development

111: Airbag recall was performed at Witham's.

123: Replaced front brake pads and rotors.

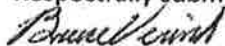
490: Replaced pressure hose on debris body.

RECREATION DIVISION
Monthly Report
August 2018

- Falls Aquatic Center
 - 18,851 patrons attended open Rec Swim in August Staff performed 31 assists where patrons needed help to get to the side of the pool
 - 6 in-service training sessions were conducted during the month for pool staff
 - The summer swimming season came to an end on August 22 when the Falls closed.
 - Doggy Dip was held on 23rd where we had 401 dogs and 740 people attend.
 - For the summer the Falls had over 82,000 patrons use the facility for open rec swim and another 28,000 use the facility for programs like swim lessons, water walking, swim team work outs, water exercise, pool rentals etc.
 - Staff has started the process of putting the pool to bed for the winter putting items in storage for protection, draining and winterizing the Falls.
- Staff compiled the list of accomplishments and new goals for City Hall.
- Staff has started working on CIP projects to be submitted to City Hall in mid-September.
- Adult Softball teams have finished their summer season.
- Beach House and park shelter rental usage is down staff believes for weather related purposes.
- Rec Center
 - Fitness classes have gone well with no issues with over 2,800 patrons participating.
 - The main gym lights fixtures were switched to LED and new fans were installed.
 - A permanent sound system for exercise classes was installed in the multipurpose room.
 - Acoustical wall tiles were installed in the cardio cycling room to address echo issues.
- Staff has been busy working on the programs and services to be offered during the school year and will soon have them up on the web page for the public to see.
- Consignment ticket sales for places like Lost Island, Valley Fair, the Blank Zoo, and Six Flags has kept staff busy selling 233 tickets for \$5,626.50.
- Equipment use for summer programs was collected, inspected, inventoried and stored in the basement of the Rec Center for next summer.

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

Respectfully submitted,



Bruce Verink

Recreation Division Manager

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Recreation and Community Center Usage For August 2018

Members using the Facility	9,873	Zumba	80
Non-Members using the Facility	509	Cardio Cycling	462
Child Care	140	Massages	68
Aerobics	1,296	Before and After Care	238
Circuit Weight Training	114	Birthday Parties	0
Exercise Trial	58	Pickleball	64
Yoga	827	Racquetball/Wallyball Hrs.	37
Personal Training	298	Meetings/Tours/Rentals	870
Rock On	103	Steam Room Usage	356
		TOTAL	15,449

Recreation and Community Center Revenues

Resident Memberships Sold		Punch Cards	
12 th Grade & Under	4	12 th Grade & Under	1
Adult	31	Adult	4
Senior Citizen	9	Senior Citizen	1
Family Pass	37	Child Care	6
Corporate Family	0	Racquetball	0
Corporate Individual	2	Towel	11
1-month Special	1		
Towel Usage	440		
Credit Card Usage	\$32,303.00	Leisure Link Registration	\$6,829.50

Daily Fees

Admission	\$3,112.00	Racquetball	\$10.00
Child Care	\$50.00	Exercise Tryout	\$290.00
Towels	\$24.25	Amusement Park Ticket Sales	\$5,626.50

Swimming Pool Passes (Winter)

Family	13	Youth & Senior	3
Adult	21		

Fitness Passes

4-month	72	1-month	13
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Youth Programs

Before & After Care	238	Pool Parties	2,083
Camp C.F. - CH	248	Swim Club	389
Camp C.F. - Hansen	318	Doggie Dip	
Camp C.F. - Peet	284	Dogs	401
Inservice	130	People	740

Adult Programs

Softball Leagues	1,440	Lap Swim	108
Fall Softball Leagues	432	Stretching Aqua Trim	0
Kickball League	288	Water Walking	416
Pickleball	0		

Recreational & Lap Swim

Outdoor	17,684
Indoor (closed for 17 days)	325

Rentals

Pool Parties	5	Shelters	64
Beach House	6	Gateway Celebration Shelter	5
Ball Fields	20	Recreation Center	3

CEDAR FALLS RECREATION DIVISION

August-18

YOUTH ACTIVITIES

CAMP CEDAR FALLS - Hansen

Aug 7-11	6	plus 33 signed up for all summer
TOTAL	6	33
TOTAL CAMP CEDAR FALLS HANSEN	39	

CAMP CEDAR FALLS - Cedar Heights

Aug 7-11	6	plus 25 signed up for all summer
TOTAL	6	25
TOTAL CAMP CEDAR FALLS CEDAR HEIGHTS	31	

CAMP CEDAR FALLS - Peet

Aug 7-11	4	plus 28 signed up for all summer
TOTAL	4	28
TOTAL CAMP CEDAR FALLS PEET	32	

TOTAL CAMP CEDAR FALLS 102

BEFORE & AFTER CARE

Aug 7-11	4	plus 23 signed up for all summer
TOTAL	4	23

TOTAL BEFORE & AFTER CARE 27

Circuit Weight Training

4:30 pm TTh	17
TOTAL CIRCUIT WEIGHT TRAINING	17

Cardio Cycling

8:00 am MWF	7
TOTAL CARDIO CYCLING	7

Rock On

5:15 am MWF	14
TOTAL ROCK ON	14

TOTAL ADULT EXERCISE 38

ADULT SPORTS

Men's Softball Fall League	12
Mixed Softball Fall League	5
Adult Kickball	12
TOTAL ADULT SPORTS	29

Item G.1.c.

CEDAR FALLS TOURISM & VISITORS BUREAU Monthly Report August 2018



Projects:

- Met individually with staff members to refocus productive efforts and streamline administrative processes.
- Evaluating various on-line calendar of events options in an effort to enhance the user experience, improve performance and inspire more visitors to come to Cedar Falls.
- Hailey Sullivan wrapped up her summer internship with us, having managed volunteers and logistics for the College Hill Arts Festival and Sturgis Falls Celebration, conducted trail surveys, and assisted with daily operations of the Visitor Center.
- Worked on plans to offer a Non-Profit Events Draft Day on January 15, 2019.
- Met with UNI facilities representatives to share about Holiday Inn Event Center and update a city-wide facilities guide.
- Helped plan the Cedar Valley Arts Summit 2.0.
- Helped plan and execute Gran Fondo Cedar Valley and Fondo Fest.
- Worked with Waterloo Convention and Visitors Bureau to upgrade our printed maps.
- Completed goals and accomplishments for City Council.
- Met with Ron Gaines and Jennifer Rodenbeck to discuss possible reorganization of city departments.
- Met with Mary Shepherd to discuss publication to promote area events.
- Facility rental revenue for August was \$630.

Highlights from Becky Wagner:

- Contacted Lindsay Buehler at Hawkeye College regarding promotion of Artist Series to motor coach groups.
- Hosted 2 motor coach groups for dinner at the Visitor Center.
- Hosted 1 overnight motor coach from Missouri.
- Worked with Luann Alemao to offer a cooking demonstration to groups.
- Sent group tour e-newsletter to 1,317 planners.
- Assisted 2 groups for future visits.
- Attended UNI Volunteer Fair on behalf of the Visitor Center and the Hearst Center. Produced 7 leads for the Hearst Center and 10 leads for Visitors and Tourism.
- Scheduled volunteers to staff the visitor center on weekends.
- Processed bills.

Highlights from Linda Maughan:

- Provided welcome to airstream group at Antique Acres
- Transitioned Facebook page to business manager.
- Wrote newsletter/blog articles about Kayaking, ARTapalooza, The Pear Fair, Fall Fun and Halloween Haunts 2018.
- 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

Highlights from Deb Lewis:

- 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:

- Brenda Patek
- Public Input Meeting for Water Trails Master Plan
- Hearst Center staff x2
- MOP staff x2
- Iowa Arts Summit in Ankeny
- Alliance & Chamber Affiliate Management Team
- Visitor Guide layout meeting
- Community Main Street board
- Pedal Fest Wrap Up
- Cedar Trails Partnership board
- Jim Schaefer board initiation
- Hearst Center marketing committee
- Public Art committee
- Hearst Center City Council Committee of the Whole
- Visitors and Tourism staff
- Waterloo Convention and Visitors Bureau board
- Eastern Iowa Tourism Association board
- Chad Johnson, IC Balloons
- Friends of the Hearst Center board

Other events we assisted with:

- Cedar Falls Bible Conference
- Iowa Irish Fest and Leprechaun Cup Soccer, and Rugby Tournament
- Adaptive Golf Clinic
- 13 The Musical
- Old Time Power Show
- Hick's Place Military Appreciation Day

Respectfully Submitted,



Kim Manning, Visitors, Tourism and Cultural Programs Manager

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

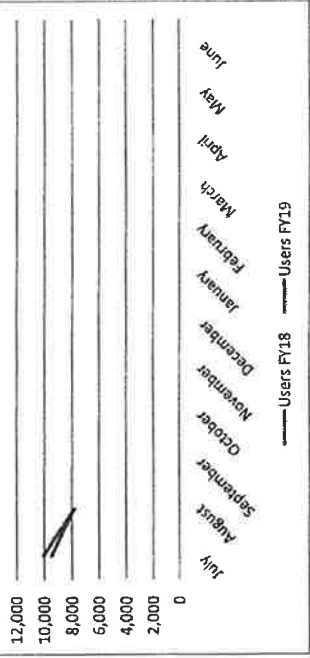
July 2018 thru June 2019	July	August	September	October	November	December	January	February	March	April	May	June	Totals
INCOMING CONTACT BY													
VC Walk-in (Door Counter) FY19	964	1,363											2,327
VC Walk-in (Door Counter) FY18	1,411	1,655	1,088	988	766	528	606	425	963	1,085	2,509	1,982	13,976
Email/Website	58	44											102
US Mail	0	0											0
Phone	31	98											0
HOW HEARD ABOUT US - If offered													129
Friends /Family	0	0											0
Other (eg. Postcard mailing, ads, web/FBook)	0	2											2
Signage	0	4											4
Advertising	0	0											0
Trade /Consumer Show	4	0											4
SERVICES PROVIDED													4
Attended a Meeting/Rental	62	188											250
Bureau Business	229	167											396
Group Tour Info	1	12											13
Hotel/Restaurant	2	1											3
Relocation	1	1											2
School Project	0	0											0
Special Event	0	0											0
Trail User	100	118											218
UNI	0	11											11
VC Amenities including Restroom	655	722											1,377
ADVERTISING LEADS													1,055
Iowa Travel Guide/Website	572	483											2
EITA Travel Guide	1	1											4
AAA Living	4	0											4
Midwest Living (Best of the Midwest)	117	15											132
Iowa Tour Guide (group leads)	4	9											13
BROCHURE DISTRIBUTION													2,607
Total Visitor Guide Distribution	1,364	1,243											54
VG Mailed Out (Individual)	27	27											779
VG Bulk Distribution (Local)	312	467											360
VG Bulk Distribution (Non-Local)	240	120											37
Relocation	30	7											171
Welcome Bags	57	114											689
Total Trail Guide Requests	321	388											
WEBSITE TRAFFIC													
Users FY19	9,469	7,844	6,880	8,907	5,646	7,026	5,409	5,227	8,715	7,926	8,289	11,339	17,313
Users FY18	10,074	7,809											93,247
Sessions FY19	11,650	9,315											20,965
Sessions FY18	12,653	9,504	8,410	10,684	6,837	8,573	6,430	6,189	10,504	9,362	10,182	14,115	113,324
Page with Top Views	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events
Top Traffic Source	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google
Top Referral Site	m.Facebook.com	m.Facebook.com	TravelIowa.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com
SUBSCRIPTIONS													
Travel News (consumer newsletter)	390	417											
What's News Blog	148	156											
Hospitality Highlights (partner newsletter)	543	550											
SOCIAL MEDIA FOLLOWERS													
Facebook (Likes)	8,577	8,608											
Instagram	1,000	1,012											
Twitter	3,657	3,616											
Pinterest	504	505											
Google+	27	21											
VOLUNTEER INVOLVEMENT													
Board / Committee Hours	129	138											267
Student / Intern Hours	152	72											224
Envoy Hours - Visitor Center	98	105											202
Envoy Hours - Special Event/Rapp Station	29	4											33

MISC.		2	11	13
Groups in Conference Room		2	11	3
Motor Coach Group in CF		0	3	3
INCOME				
Gift Shop Sales	\$872.15		\$774.46	
Facility Rental	\$210.00		\$630.00	
Host Motor Coach @ VC or Step Guide	\$0.00		\$200.00	
				\$1,646.61
				\$840.00
				\$200.00

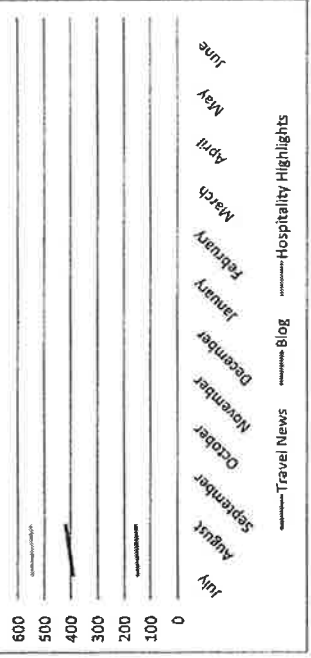
Visitor Center Traffic, Door Counter



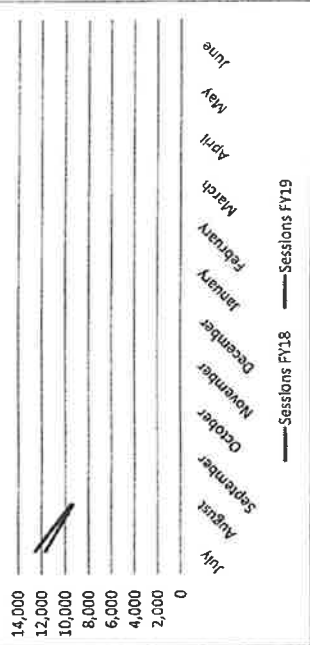
Website Traffic, Users



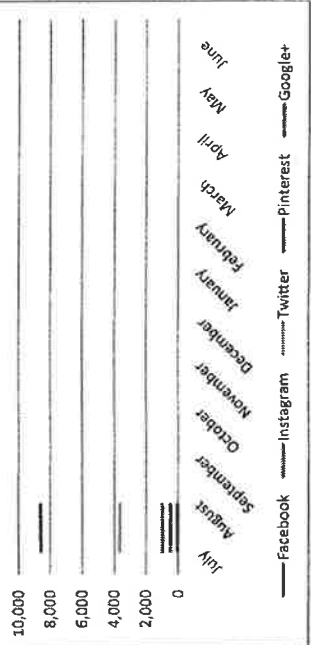
Subscriptions FY18



Website Traffic, Sessions



Social Media Followers FY18



Item G.1.c.

CEDAR FALLS
CULTURAL PROGRAMS
Monthly Report | August 2018



MAJOR HIGHLIGHTS

- Received grant award from Humanities Iowa in support of our upcoming exhibition *ASSEMBLY: The Work of Dazzle Camouflage* and associated programming. The exhibition opens in early October and is a collaborative project with Roy Behrens, professor of design at UNI and internationally-recognized camouflage expert.

PUBLIC EVENTS/PROGRAMS @ The Hearst

- Fall classes kicked off in August, we also had our last summer camp during the first full week of the month.
- Six impromptu poetry readings happened around CF in celebration of James Hearst's birthday.
- August 11: Friends of the Hearst sponsored Bus Trip to the Des Moines Art Center.
- August 23: Dave Weiland Photography exhibition opening reception.
- August 28: Kenneth Lyftogt read from his new Civil War book. 62 people attended.
- August 30: Final Thursday Reader Series kicked off for the fall season.

HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:

- Continued to meet with sub-committee for organization of Cedar Valley Arts Summit.
- Attended and presented at monthly meeting of the Public Art Committee and Friends of the Hearst (Art and Culture Board did not meet in August).
- Worked with Senior Services Coordinator to approve bills, dailies, timesheets, etc.
- Led weekly staff meetings.
- Coordinated completion of biocell signage for donor event in September.
- Attended the Iowa Arts Summit in Ankeny, Iowa.
- Attended City Council meeting in support of Pettersen Plaza project.
- Participated in a grant workshop with the Iowa Arts Council via phone conference.
- Met with the Angie Hickok and the Education Committee of the Art and Culture Board.
- Participated in an interview with Melody Parker of the Courier for feature article on current exhibition *21 Etchings and Poems*.
- Met with Emily Drennan and Waterloo Center for the Arts staff to tour their set-up for collections photography.
- Met with Dr. Jim McCutcheon to discuss Hearst strategic plan and visioning committee.
- Attended Angie Hickok's C.A.F.E program at Western Home, Jorgensen Plaza.
- Presented a program for a local P.E.O chapter on Hearst legacy and upcoming projects.

- Presented program for Cedar Falls Lion's Club on Hearst legacy and upcoming projects.
- Met with Emily Drennan and Alex Dooley (UNI) to plan for collaborative event on Sept. 6.
- Met with Abby Haigh and the Marketing Committee of the Art and Culture Board.
- Conducted the 3-month review of Ana Verastique, education assistant.
- Met with sub-committee for planning of the Cedar Valley Arts Summit 2.0.
- Presented at all-teacher meeting for CF School elementary art education teachers.
- Participated in meeting of Collections/Exhibitions Committee of the Art & Culture Board.
- Participated in interview with channel 15 for new exhibition.
- Helped with fundraising event for GBPAC as "guest artist" for taped Pictionary game.
- Met with new Art and Culture Board member to help answer questions, etc.
- Attended opening reception for Dave Wieland's exhibition.
- Attended public talk at the Hearst with Ken Lyftogt.
- Met with Eric Cornish (Western Home) and Angie Hickok to discuss C.A.F.E programs.
- Met with artist/retired UNI professor re: potential 2019 speakers series at the Hearst.
- Prepared and presented annual Cultural Programs update at Committee of the Whole.
- Talked with potential donor and scheduled visit to MN for review of works with curator.
- Continued to work on gathering individuals for Building Visioning Committee.
- Met with Public Art Committee and reps of the Cedar Falls Community Foundation re: Crews memorial project.
- Met with Stephen Gaies (UNI) and Emily Drennan re: upcoming exhibition and associated programs for *Resistance and Rescue*.
- Met with Roy Behrens (UNI) and Emily Drennan to plan for upcoming exhibition and associated programs for *ASSEMBLY: The work of Dazzle Camouflage*.
- Sent two bi-weekly emails for board and committee members, council and directors.
- Applied for and was awarded Humanities Iowa grant for ASSEMBLY.

HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:

- Helped proof the fall brochure.
- Entered fall classes into MaxGalaxy.
- Printed extra labels and prepared additional brochures for mail.
- Prepared and mailed thank you letters for recent membership purchases and donations.
- Worked with Emily to edit and prepare for printing an exhibit artist statement and labels
- Prepared end of the year statement and started new FY financial statement for Public Art.
- Printed correction labels for the brochure to put in information that was skipped.
- Changed the settings in MaxGalaxy so that we could enter allergy information and have it print off with the class roster.
- Edited Friends of the Hearst bylaws per president and printed for monthly meeting.
- Packaged printed materials for the Adams family members and mailed out.
- Tracked postage expenses for marketing bulk mails and made arrangements to deposit additional funds when needed.
- 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.

Item G.1.c.

- Answered many questions on the phone and in person about upcoming events .
- Greeted visitors and gave directions to other area attractions.
- Entered council bills, P-card transactions and payroll.
- Processed vendor payments and reimbursement requests.
- Generated invoices and processed payments for North Star.
- 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 marketing postcards and delivered to PO.
- Continued to curate specific mailing lists for marketing opportunities.
- Ordered office supplies for staff.
- Fine-tuned my new filing system for securing deposit paperwork, donation, membership, and sponsorship information.
- Checked in/out campers and adult students, gathered and provided participation forms.

HIGHLIGHTS from Emily Drennan, Curator & Registrar

- Work with Roy Behrens, UNI Professor of Art, to continue planning for the upcoming exhibition, *ASSEMBLY: The Work of Dazzle Camouflage*.
- Meet with Alex Dooley, UNI Art and School of Applied Human Sciences instructor, and Skeens to collaborate on an activity in conjunction with the closing reception of *21 Etching and Poems*, from the Syracuse Art Collection, New York.
- 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.
- Call a meeting of the Collections Committee (CC) of the Cedar Falls Art and Culture Board (ACB), prepare agendas and minutes, and manage items for discussion.
- Attend meeting of the CC and serve as staff secretary.
- Working with the director, install artwork at the Cedar Falls Public Library, rehang some works, and prepare other works for temporary storage.
- Visit the office of the registrar for the Waterloo Center for the Arts to learn about equipment/processes used to maintain that institution's permanent collection database.
- Design and order gallery takeaway items for *21 Etchings and Poems*.
- Communicate with prospective donors, lenders, and artists.
- De-install and prepare for delivery framed watercolors from the exhibition, *Michael Broshar: Recent Works*.
- Remove signage and hardware and patch and paint the gallery in preparation for the next exhibition.

- Develop layout for an exhibition of local photographer Dave Wieland's work in the Dresser-Robinson Gallery. Put together a design concept for the gallery, gallery guide, and promotional materials.
- Prepare for and attend an opening reception for *Dave Wieland Photography*.
- Request bids for fine art shipping for upcoming exhibitions.
- Assist staff members on data-gathering for individual reports and projects.

HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator:

- Conducted two tours of facility for upcoming rentals.
- Wrote up 2 professional services contracts; one is for a concert next May.
- Sourced 3 volunteers for events in August a total of 5.5 hours.
- Attended the weekly staff meetings.
- Helped to clean and set up Mae Latta before events and after.
- Reviewed materials for upcoming events in September and October.
- Worked with the BBC to acquire the download links to show the Modern Masters series in September.
- Worked on goal setting for upcoming year.
- Worked with GBDPAC on collaboration on upcoming events.
- Organized and attended the photo club outing
- Worked with others to help plan October events.
- Worked to schedule "We've got stories to tell" series coming up in spring.
- Attended the Pedal Fest wrap up meeting at V&T.
- August 14th attended a meeting with Alex Dooley concerning the September reception.
- Attended the Committee of the Whole meeting at City Hall
- Prepared for and attended Friends of the Hearst board meeting.
- Attended the Iowa Arts Summit in Des Moines on August 3rd.

HIGHLIGHTS from Abby Haigh, Marketing Assistant:

- Attended Committee of the Whole Meeting on 8/20.
- Took photos/FB live for Final Thursday Reading Series on 8/28.
- Organized Marketing Committee Meeting 8/15.
- Worked with graphic designer on projects: Fall 2018 brochure, Dave Wieland Photography postcard, vinyl, labels and artist brochure, Adams Biocell postcard, Piano Fundraiser poster, Calendar of fall events poster, Modern Masters Film Series poster, Ken Lyftgot flyer, Two Writers flyer and education flyers (Frankenstein and Teen Drop in Workshops).
- Exhibitions: sent/picked up Dave Wieland for print at Karen's, worked with Signs & Designs for Dave Wieland vinyl, worked on content for Dave Wieland labels/postcard/vinyl/poster.

Item G.1.c.

- Coordinated upcoming billboard for Assembly: The Work of Dazzle Camouflage with Kimberly Williams from Lamar Advertising.
- Compiled info/photos for Hearst Center's portion of Currents – sent to graphic designer.
- Worked with Tiffany from IPR on upcoming ads for exhibitions.
- Continued to add fall brochure events/education/exhibitions to V&T web calendar.
- Mail Chimp: created content/graphics/sent/added email subscriptions for Sept. E-News
- 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). Meeting with vendors: James Kenyon, Teresa Johnson and Janice Ephraim.
- Facebook Event Listings: 4 events created including:
Promotional 21 Etchings and Poems poetry reading with Jim O'Loughlin
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.

HIGHLIGHTS Angie Hickok, Education Coordinator:

- 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.
- Coordinated 2 birthdays.
- Coordinated with Jorgenson Plaza- Paint along and Grant Wood presentation
- Presented a Grant Wood lecture and painting session at Jorgenson Plaza.
- Partnered with UNI Botanical Center, to attend a summer camp- field trip.
- Developed new staff performance evaluations.
- Held an instructor staff meeting for upcoming programs and updates this fall.
- Held Ed committee meeting planned for Aug 8, discussed new annual Ed plan.
- Coordinated with Cedar Valley Irish Fest youth committee to offer children's activities.
- Coordinated with Cedar Valley Pride Fest youth committee to offer children's activities.
- Sent all parents of summer campers an evaluation of 2018 summer camps, received 27 responses to date.

- Coordinated with Eric Cornish of Western Home/Jorgenson Plaza and Heather Skeens, to organize future offerings of art lectures and activities.
- Contacted several potential instructors for winter classes/workshops.
- Coordinated with Fall Fun Fest Committee to offer face painting.

Respectfully submitted,

A handwritten signature in black ink that reads "Heather Skeens". The signature is written in a cursive style with a large, stylized initial 'H'.

Heather Skeens, Cultural Programs Supervisor
Hearst Center for the Arts

Item G.1.c.

Hearst Center for the Arts Activity Report - Cultural Division FY19

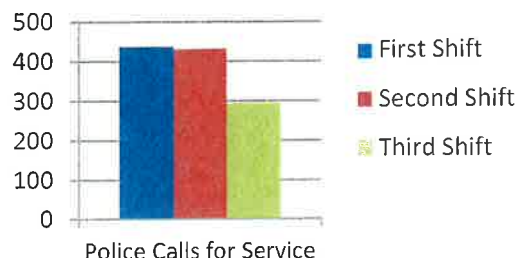
	July	August	September	October	November	December	January	February	March	April	May	June
ATTENDANCE												
# of Days Open to Public	27	28										
Door Counter	2579	1743										
Sculpture Garden (estimated)	375	300										
Average visits per day	109.41	72.96										
VISIT PURPOSE												
Exhibition (walk-in)	313	347										
Exhibition Receptions	141	101										
Meetings	40	65										
Youth Classes	64	16										
Adult Classes	59	29										
Messy Mornings	0	0										
Camps	918	448										
Birthday Parties	65	84										
Workshops	17	0										
Tours	89	0										
Rentals	134	0										
Ceramics Lab	18	16										
Public Programs	151	140										
Thursday Painters	99	130										
Volunteers / # of hours	13/22.75	3/5.5										
Other	577	367										
SERVICES OFFERED												
Youth Classes	3	1										
Adult Classes	13	2										
Rentals (inc. recitals, etc.)	3	0										
Community Group Mtgs	11	14										
Messy Mornings	0	0										
Camps	10	5										
Birthday Parties	2	2										
Workshops	1	0										
Tours	3	0										
Public Programs	6	7										
Thursday Painters	4	5										
Exhibition Receptions	1	1										
DIGITAL TRAFFIC												
E-News Subscriptions	1305	1299										
Facebook Views	23142	16516										
Facebook Followers	1643	1659										
Facebook Event Listings	6	6										
OFFSITE SERVICES												
Offsite Education Encounters	152	315										
Offsite Education Programs	4	4										
Community Committee Mtgs	2	3										
MEMBERSHIPS												
Total Friends Memberships	182	224										
New/Renewed this month	0	44										
PRESS												
Newspaper	1	1										
Radio interviews, ads	1	2										
Press Releases	1	2										
Ads, other (Facebook ads, etc.)	2	1										

Please note, in the FY18 Activities Report we divided the "door counter" number by 2, assuming it counted people entering and exiting. In reality, it only counts people entering, so the equation for "average visits per day" has been corrected. This accounts for the change in stats between this worksheet and the FY18 worksheet in previous reports.

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

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	438	431	294
Traffic Stops	67	93	118
Arrests	15	22	39



FIRST SHIFT – Captain Jeff Sitzmann

- All Officers attended Monthly In-Service Training which consisted of Response to Civil Disturbances and Operating While Intoxicated updates. All sessions were instructed by our own Officers.
- 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.
- First Shift Officers investigated five separate Sexual Assaults. Follow-up investigation is being conducted into all of them.
- Officers investigated numerous complaints of Shoplifters at a business at the College Square Mall. At different times, suspects were identified. Since the initial reports, four subjects were arrested for multiple Thefts.
- Officers from all Shifts dealt with reports of Burglaries to Motor Vehicles. In most cases, unlocked vehicles were entered and items were stolen. One suspect has been identified and will be charged by Cedar Falls Police Department and University of Northern Iowa Police Department for separate Burglary incidents.
- Officers received a report of a large scale operation involving an area bank and an area convenience store chain. Somehow, the identity of numerous individuals who all use a specific bank was compromised and phony debit cards were obtained. Those cards were used at convenience stores throughout the state to purchase Amazon and Gift cards. The dollar amount is believed to be six figures and stores have been hit throughout the state. The case is under investigation by numerous agencies.
- First Shift Officers continue to work with Investigators to follow-up on a Robbery on State Street which was reported in June. Charges are pending on four known suspects.
- A subject was arrested for Criminal Mischief and Trespass after residents reported seeing a subject on their home surveillance video break their door, take off his clothes and then break into their garage. The subject was located sleeping in the car in the garage.
- Two subjects were arrested after Traffic Violations were witnessed on Union Road. One subject was arrested for Operating While Intoxicated and Disorderly Conduct and the second subject was arrested for Public Intoxication and Disorderly Conduct.
- Officers responded to three different Accidents at intersections with Cedar Heights Drive on the same date. The first involved a motorcyclist who sustained minor injuries at University Avenue and Cedar Heights Drive. The second involved two motorists with minor injuries after a delivery truck driver accidentally accelerated and struck the back of a car. The third involved Property Damage only at Cedar Heights Drive and Viking Road.

SECOND SHIFT – Captain Jeff Harrenstein

- Officers responded to Wal-Mart for two females that were Shoplifting. They were arrested and charged with Theft 5th.
- Officers dealt with heavy rains and subsequent traffic issues when bad weather swept through the metro area.
- Officers were called to Wal-Mart on the report of a Shoplifter. Officers arrested one adult female for Theft 5th degree.
- Officers responded to a Suicidal subject with a history of drug abuse. The subject was threatening to harm herself and others and was taken to the Hospital by Ambulance for a Mental Health Committal.

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- Officers investigated a Vehicle Burglary in the 1500 block of West 7th Street. A wallet containing credit cards was taken from the vehicle and charges were made in the area. Officers are in the process of obtaining video as part of the investigation.
- Officers were called to Scheel's for two Shoplifters. Two juveniles were detained and charged with Theft 5th. Both were released to parents.
- Officers responded to a Personal Injury Accident on Prairie Parkway near Greenhill Road. Three subjects were treated for minor injuries, some caused by airbag deployment.
- Officers responded to a Theft in progress at Kohl's. One suspect was identified and charges are pending.
- Officers responded to Five Seasons Mobile Home Park, for the report of a Stolen Vehicle out of Benton County. While on scene they located the vehicle and a suspect in the case. Officers also located a wanted female out of Buchanan County.
- Officers responded to two separate Sexual Assault reports.
- Officers responded to the area of Taco John's. Prior to Officer's arrival, we were advised that the suspect was wanted out of Butler County, and that he left on foot. Officers located the subject at the intersection of Melrose Drive and Royal Drive, and he lied about his identity. He was arrested on the Warrant, as well as, Interference charges.
- Officers standing outside near the Squad cars observed a male and female walking together on the north sidewalk. Officers recognized the subjects, and confirmed that they had a Valid No-Contact Order. Officers made contact with both individuals and they were arrested for the Violation.
- Officers responded to a Larceny at Goodwill. The female suspect came into the store with an empty purse and filled it up while in the dressing room. After the store closed, the female exited and was detained. The female was charged with Theft 5th, Prohibited Acts and Possession of Methamphetamine.
- Officers responded to several reports of Suspicious males talking to females at businesses in Cedar Falls, including Blaine's, Planet Fitness and Wal-Mart. Officers talked to each Reporting Party, and getting further details, none of the incidents were of concern.
- Officers handled a Traffic Accident at Greenhill Road and South Main Street. Afterward, one of the drivers asked to speak to an Officer about personal issues. As a result, the subject was involuntarily committed for psychiatric treatment after making suicidal statements.
- Officers responded to a large party at a residence on Iowa Street. A large crowd was in and around the house and a number of subjects left the area when Officers arrived. Officers remained in the area for some time monitoring for alcohol related offenses. The occupants were located and warned.
- Officers took several reports of Stolen and Found bikes. As a result, Officers were able to return some of the found bikes to their owners. It appeared as though suspects would steal one bike, then dump it and steal another.
- Officers responded to Wal-Mart for an adult female Shoplifter. As a result, the suspect was placed under arrest and charged with Theft 5th Degree.
- During this reporting period, Officers took multiple reports of Shoplifting from Victoria's Secret located at College Square Mall. All reports were Thefts over \$500.00. As a result, Officers have spent more time in and around College Square Mall.
- Officers on Second Shift assisted with Third Shift staffing during this reporting period due to anticipated bar issues in and around the College Hill and Parkade areas. As a result, Officers from Second Shift made arrests for Disorderly Conduct, Public Intoxication and Operating While Intoxicated.
- Completion of a Shift investigation led to the arrest of a female adult for seven counts of Unauthorized Use of a Credit Card.
- Officers located an adult female on two Arrest Warrants for an outside agency. She was taken into custody on a \$100,000 bond.
- Officers responded to the area of Highway 58 / Viking Road where a male caller reported that a male who was wanted on a Warrant was following a female who he has a No Contact Order with. The vehicle was finally located and stopped at 20th Street / Walnut Street. The male was arrested on a Warrant out of Benton County and was charged with a Traffic Offense. Investigation of the Violation of No Contact Order is continuing.
- Officers responded to Five Seasons Mobile Home Village on a report of subjects fighting and a baseball bat being involved. An adult male and a juvenile male were taken into custody for Disorderly Conduct by Fighting.

- Officers responded to Kohl's for an adult female Shoplifter. As a result, the suspect was placed under arrest and charged with Theft 5th Degree.

THIRD SHIFT – Captain Mark Howard

- Officers responded to a Motor Vehicle Accident with Injuries in the intersection of Highway 58 / Greenhill Road. The injuries were minor, and one driver was cited for Running a Red Light. The Accident was unrelated to any construction in the area.
- Officers responded to a report of a female Stealing a garbage can from the 3800 block of South Lawn Road. The garbage can was found two houses away. The suspect was not located.
- Officers came upon three juveniles with backpacks near the intersection of Erik Road / Ironwood Drive at 3:45 AM. When the Officer went to speak the juveniles, they took off running between houses. Officers conducted a lengthy search of the area, but never located the juveniles.
- Officers responded to a Prowler in the 2700 block of College Street. Officers were around the corner and arrived almost immediately after the call. No one was around when Officers arrived.
- Officers were called to the Cedar Falls High School parking lot for parents in need of assistance with their 17-year old daughter. The girl would not leave the parking lot and go home with her parents. The parents were concerned for her mental health. After a while, the girl eventually went with her parents to seek treatment.
- Officers were called for a Child Custody issue. The Officers managed to get the child back with the mother and both parties were advised to get Court Orders in place for custody issues.
- Officers arrested a male for Public Intoxication. The male was found in the 300 block of Main Street, unconscious and with his boots off. The male stated that he was there waiting for his friends.
- Officers provided extra attention to the Meadows Addition in regards to someone entering unlocked garages.
- Officers were called to McDonald's for persons fighting. Officers made contact with some juveniles, and it was determined they were involved. One juvenile was taken into custody and one adult was arrested. Both charges were for Disturbing the Public Peace and Quiet Fighting.
- Officers conducted a Traffic Stop that led to a drug investigation. Tri-County Drug Task Force was contacted. They have taken over the investigation.
- Officers made contact with a subject that crashed his car into the cart corral at Hy-Vee. He was arrested for Operating While Intoxicated.
- Officers followed-up on Outstanding Warrants that have been issued on residents in Cedar Falls.
- Officers responded to a Fight in the Cedar Falls Mobile Home Village on Union Road. The Fight was verbal, and both parties were separated for the night.
- Officers assisted with Traffic Control for a Personal Injury Accident on Highway 20. Waterloo Police Department requested assistance with Traffic Control and Lane Closures while a Traffic Investigator investigated the Accident. A Third Shift Officer assisted for five hours before being released.
- Officers responded to an unknown subject entering a female's residence and possibly trying to enter her bedroom. Officers arrived in less than one minute after Dispatch, but did not locate anyone. This is the second time in a week Officers have been dispatched to this residence for a Prowler. Extra attention is being given, and information was sent out to all Shift Officers and Supervisors.
- Officers responded to a 14-year old male breaking things in his house because his phone was taken away by his parents. The juvenile was detained, and later taken to Bremwood.
- Officers came across an intoxicated male throwing up in a yard in the 700 block of West 22nd Street. He was arrested.
- Officers responded to a possible Burglar in a residence on West 18th Street. When Officers arrived, the resident discovered the "burglar" was actually a bat flying around inside the house.
- Officers observed a male yelling and "flipping off" cars driving on College Street. The male was intoxicated and arrested.
- Officers responded to a residence on Brookside Drive on the report by the residents of hearing a Burglar downstairs. Officers checked the residence, and no one was inside except for the homeowners.
- Officers were called to the Horny Toad Bar and Grill for a male that would not leave and was threatening staff. The male had left prior to our arrival. The bar staff didn't want to pursue anything further, as long as, the male was gone.

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- Officers observed a Fight inside of Little Big's while on Foot Patrol. A large crowd gathered around the Officers as they were investigating the incident. Two males were arrested for Intoxication and Disorderly for Fighting.
- Officers were finishing Foot Patrol on College Hill when they observed a Fight in the 2100 block of College Street. Officers stepped in and four males were arrested for Intoxication and Disorderly for Fighting.
- Officers were called to the McDonald's on 1st Street for an intoxicated male that was belligerent and took off walking westbound. Officers located the male west of the McDonald's and he was arrested for Intoxication and Illegal Possession of Prescription Pills.
- Officers were called to the Western Home property on East 11th Street for a male that was stumbling and fell by the railroad tracks. Officers found the male and made contact. He was arrested for Intoxication.
- Officers were called to the Days Inn for a report of a male and female fighting. It was reported that the male had Assaulted the female. However, Officers made contact with both parties and learned that the fight was verbal only. The male was removed for the evening.
- Officers conducted a Traffic Stop and the driver was arrested for Operating While Intoxicated.
- Officers were called to a male / female Disorderly; the two were separated for the evening. A short time later, Officers were called back. The female was back and she was causing problem again. She was arrested for Disorderly Conduct and Possession of Marijuana.
- Officers arrested a male from Sharky's for Interference and Possession of Methamphetamine.
- Officers arrested a female from inside of Sharky's for Intoxication.
- Officers were called to a male / female Disorderly. The fight turned physical. In the course of the fight, the male fired a rifle and shot himself in the head. The case was turned over to the Investigations Unit.
- Officers arrested a male in the alley behind the Blue Room for Intoxication.
- Officers were called to a residence for a female possibly Suicidal. She was transported by Ambulance.
- Officers were called to Hillcrest Apartments for a male subject trying to get into a residence. He was arrested for Public Intoxication.
- Officers Walked Bars and wrote several citations for Minors In Possession. The bars were very busy, with large lines outside several popular bars.
- Officers responded to several Loud Party calls throughout the night.
- Officers were called to the Eagles Club for an Assault. The "victim" was actually the problem party. No one wished to pursue charges.
- Officers searched for a Suicidal male riding around town on a motorcycle. Officers checked several locations. He was found at his mother's residence. He was ok, and family was staying with him.
- Officers came across a female passed out in the parking lot of Bani's Convenience Store. She was arrested for Public Intoxication.
- Officers checked on Suspicious subjects at Neptune's Car Wash. Illegal license plates were seized.
- Officers witnessed a fight break out between multiple subjects at Little Bigs at bar close. Officers were able to arrest two subjects for various offenses. The other subjects took off, and were not located.
- Officers were called to the 2500 block of Walnut Street for a Suicidal female. She was taken to the Hospital by Ambulance.
- While assisting with the Suicidal female, Officers were notified by citizens of a male trying to get into a nearby residence. The male was arrested for Public Intoxication.
- Officers were called to the 2000 block of Olive Street in reference to a male trying to get into a residence. The suspect fled as Officers arrived. He was arrested and charged with Interference with Official Acts and Public Intoxication.
- Officers were called to the area of Lincoln Street / Logan Avenue for Suspicious males. Two males were arrested for Public Intoxication.
- Officers were called to the 9900 block of Opal Lane for a male and female Fighting. The female said it was verbal arguing only, and they separated for the night.
- Officers responded to a Prowler in the 100 block of East 15th Street. The subject was gone when Officers arrived.
- Officers responded to a neighbor hearing voices in a construction area in the 1100 block of Loren Drive. Officers checked the area. Nothing was found.
- Officers were dispatched to the 1000 block of Clay Street in reference to a Prowler. The Reporting Party heard a loud noise, but never saw anyone. Officers checked the area, and nothing was found.

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- Officers were dispatched to the area of Linda Drive / Genevieve Street in reference to four subjects pulling on the door handles of cars in the area. As Officers arrived, the subjects took off running. Officers set-up a perimeter and searched the area, but none of the subjects were found.
- Officers were dispatched to the area of 7th Street / State Street for an intoxicated male walking in the road, and disrupting traffic. The male was located near 7th Street / State Street and arrested for Public Intoxication.
- While doing Checks of Parks, an Officer located a male at Island Park smoking Marijuana. The male was only 17-years old, so he was released to his mother, and will be charged as an adult when he turns 18-years old next month.
- Officers responded to a tree down in the 1900 block of Grand Boulevard. Officers were able to open part of the roadway. The rest of the roadway was coned off, and Public Works was notified. They removed the rest of the tree in the morning.
- Officers responded to Fight between a male and a female. The fight was only verbal, and no arrests were made.
- Officers conducted a Traffic Stop for an Equipment Violation. During the course of the Stop, Officers smelled Marijuana. A further Search found Drug Paraphernalia inside of the vehicle belonging to the driver. He was arrested.
- Officers were called to 6200 block of University Avenue for a Vehicle Roll Over. Subject refused Ambulance treatment was put through a Drug Recognition Exercise and sent home.
- Officers were called to a Loud Party at 1616 College Street. One subject was arrested for Intoxication and Interference.
- Officers were called to a Loud Party at 12th Street and Division Street.
- Officers called to a Loud Party at a residence on West 12th Street.
- Officers arrested a subject for Intoxication at 5\$ Pizza.
- Officers were called to McDonald's on 1st Street for Disorderly subjects. The subjects were gone when Officers arrived.
- Officers were called to Sharkey's for a Wanted subject. The subject was located and taken into custody and transported to Jail.
- Officer noticed a fight in the 400 block of Main Street. Two subjects were arrested for Disorderly and Intoxication.
- Officers were called to an Assault at a residence on College Street. Subject was transported to Hospital by Ambulance. Violators were not located.
- Officers found a subject in the 2200 block of College Street extremely intoxicated. He was arrested for Intoxication.
- Officers were called to a residence on West 27th Street for a male subject out of control and intoxicated. The male left before Officers arrived.
- Officers were called to a residence on University Avenue for an Assault. Male had left the area and Warrant has been put out for Domestic Assault 3rd.
- Officers were called to a residence on University Avenue for a Missing Person. This person was located a few hours later.
- Officers were called to the Super 8 for subjects possibly doing drugs in a vehicle. Officer did locate the subjects, but no drugs. The subjects were told to go for the night.
- Officer called to a residence on Crescent Drive for Theft of a lawn chair.
- Officer checked out with a subject at 21st Street and College Street. Subject was arrested for Intoxication.
- Officers were called to Target Distribution Center to assist Cedar Rapids Police Department. There was a car at this location that was involved in a Homicide in Cedar Rapids. Officers did locate the car and held the vehicle until Cedar Rapids Police Department arrived.
- Officers were called to McDonald's on Brandilynn for four Disorderly subjects in the lobby. The subjects had left before Officers arrived.
- Officers were called to a residence on Bonita Boulevard for a male / female fight. The incident was verbal only and the male left for the night.
- Officers were called to a Disorderly at Sharkey's. When Officers arrived, the problem parties were gone.
- Officers were called to West 25th Street and College Street for a male Assaulting a female. Officers made contact. The female was intoxicated and he was just assisting her home.

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- Officers stopped a Fight in front of VooDoo Lounge and one subject was arrested for Intoxication and Interference.
- Officers called to a Fight at VooDoo Lounge. One subject was arrested.
- Officers were called to subjects at Kwik Star on Nordic Drive who are using drugs.
- Officer made Traffic Stop at Casey's at 6th Street and Main Street. The driver was arrested for Operating While Intoxicated.
- Officers were called to the area of Upper G Lot about a male passed out in the parking lot. The male was intoxicated, and arrested. During the arrest, Officer located Drug Paraphernalia and Marijuana on the male.
- A subject turned himself in on an outstanding charge for Sexual Abuse 3rd Degree. Officers arrested the male, and transported him to Jail.
- Officers were called to the parking lot of Central Rivers Area Education Agency for a male on drugs who was having "crazy" thoughts. The male was taken to the Hospital for a Mental Evaluation.
- Officers were sent out to the area of Erik Road / Hudson Road for a black male ringing doorbells and "lurking" around. Officers were unable to locate the male, but he later contacted Police. The male was actually a 16-year old who had left home due to his mother and step-father mistreating him. Officers spoke with several family members and took him to Bremwood for the night.
- Officers received a report of two subjects Prowling around the construction area at Standard Distribution. Offices checked the area, and found no one.
- Officers took a report of Burglary to a Vehicle. There are no suspects, and no sign of forced entry to the vehicle.
- Officers responded to two Prowlers in the area of the 2900 block of Dallas Drive. It was actually just "treasure hunters" for the Precious Arts Jewelry treasure hunt searching for the treasure. A clue had been posted on their website an hour earlier.
- While doing Bar Checks, Officers came across a belligerent intoxicated male. He was arrested for Public Intoxication.
- While other Officers were doing Bar Checks, Officers were called to Suds for a male passed out on the patio. The male was just intoxicated, and arrested for Public Intoxication.
- Officers received a report of a male who had just left his girlfriend's house and made Suicidal comments. Officers coordinated with family, and they were able to locate him in Iowa City. He was fine, and family was going to get him help.
- Officers received a report of a Suicidal female that locked herself in the bathroom at Derringer's. The female fled the bar prior to Officer's arrival. Officers located her at a nearby residence. She was taken to the Hospital for a Psychological Evaluation.
- Officers responded to a 14-year old girl with a knife and tearing up the residence. Officers were able to calm the girl down. No one was injured, and the juvenile was taken to the Hospital for an evaluation.
- Officers received a report of a vehicle being egged. Officers have suspects and will follow-up with the suspects and their parents tomorrow.
- Officers were called to the Hillcrest Apartments in reference to a female Stealing money from the Reporting Party and his room-mate. Officers did a Consent Search of the suspect vehicle and arrested a female for Possession of Marijuana. Officers also recovered a stolen cell phone, but the victim did not want to press charges.

INVESTIGATIVE UNIT – Captain Michael E. Hayes

- 08-01-18 through 08-10-18, Investigator McNamara is attended Firearms Instructor School at the Iowa Law Enforcement Academy.
- Captain Hayes attended the Sturgis Falls Board meeting.
- Investigators assisted First Shift Officers on a Drug Overdose death.
- Investigator went to Janesville Police Department to pick-up evidence to one of our Burglary cases. It will be sent to the State Lab for processing.
- Captain Hayes attended Family Children's Council H.R. meeting.
- Investigators / Public Safety Officers Ladage and Mercado responded to two Fire calls.
- Investigator completed two Search Warrants for Facebook reference a Sex Assault case.
- Captain Hayes attended the Executive Board meeting for Family Children's Council.
- Investigator assisted in in 'National Night Out' event.

- Investigator assisted Shift Officers with a Sexual Assault case.
- Investigator assisted the Child Protection Center with an interview of a minor in a Sexual Abuse case.
- Officer Belz assisted with Firearms Training for a Reserve Officer.
- A Search Warrant was executed in the western part of Cedar Falls by Investigators reference a Sexual Assault case involving a minor.
- Investigator applied for two Arrest Warrants for a subject who had Defrauded a bank. She had deposited an envelope with no money and then took the money out using a different money machine.
- Captain Hayes attended the College Hill Neighborhood Association meeting.
- Investigators worked a possible Attempted Abduction at Wal-Mart that occurred on Sunday night. The victim reported on a Facebook post that she was approached by a group of Hispanic males and a female. The female attempted to grab the victim, but she stated she was saved by another customer at the store, who stepped in. The victim never reported the incident to Police. Video of Wal-Mart was obtained and no evidence was found to support what the victim had posted.
- Investigators began working on a reported Kidnapping that occurred on First Shift on Sunday, 08-12-18.
- Investigators began working a reported Sexual Assault involving a minor that occurred in the western part of the City. This incident occurred over the weekend. An interview will be set up with the Child Protection Center and the victim.
- Investigators began investigating a Sexual Assault involving a minor. A child protection center interview has been set for the victim.
- An officer attended the Police Science Program Induction Training. He gave a presentation on what is expected of Police Officers.
- Officers assisted with a discussion interoperability (radio communications) among emergency personnel during University of Northern Iowa football games.
- Three Investigators and Officer Belz were called in to assist with an attempted Suicide / Domestic situation. The incident occurred in the 1200 block of West 8th Street.
- Investigator assisted in an interview of a minor at the Child Protection Center. The minor has stated that she was Sexually Assaulted.
- Investigator Bellis had to testify in Bethany, Missouri reference an Attempted Murder. The suspect in the case is also a suspect in a Harassment case that occurred in Cedar Falls. He had to testify to his findings in the Harassment case.
- Two Investigators attended Child Protection Center monthly review meeting.
- An officer attended the Child Protection Center Executive Board meeting.
- An officer attended the monthly Sexual Assault Response Team (SART) meeting.
- An officer attended the Community Resources United to Stop Heroin (CRUSH) meeting.
- Investigators assisted First Shift with a Sexual Assault that occurred in the College Hill area on 08-23-18.
- Investigator executed a Search Warrant in Allison, Iowa reference a Theft incident. The Theft occurred at a local financial institution where they had reposed a trailer. The trailer was then stolen from their lot. It was determined that the original owner of the trailer may have taken it. Investigators went to the residence and found the trailer on his property. The suspect was not at home at the time and has not been charged yet.
- One Investigator / Public Safety Officer attended Fire Training.
- Investigators began working a Sexual Assault that occurred on the College Hill on 08-25-18.
- Captain Hayes and School Resource Officer Ladage met with High School Administration on expectations for the year.
- A Warrant was requested for a subject that was involved in a Robbery in April of this year. The suspect(s) used mace during the Theft of clothing from a store in College Square Mall. Further charges are pending on other suspect(s) in the incident.
- Investigator arrested a male subject for Sexual Abuse in the 3rd Degree. The charges stem from an incident that occurred during Third Shift hours on 02-23-18. DNA (tested at the State Lab) from the male subject was found at the scene and victim. Sex abuse in the 3rd degree is a Class C Felony.
- Investigators assisted Kohl's employees in handing out pamphlets reference Missing and Exploited Children. This occurred at Kohl's from 12:00 PM to 3:00 PM.
- Search Warrant was obtained to examine a suspect's phone in a Sexual Abuse investigation.
- Captain Hayes attended the Sturgis Falls Board Meeting.

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Case Information For Month:

- Cases Assigned: 23
- Cases Closed Inactive: 6
- Cases Closed Exceptional: 5
- Cases To County Attorney For Review: 2
- Cases Closed By Arrest / Warrant: 5

Cellebrite Extractions (Investigator McNamara):

- 08-13-18, extricated data on one Android for a Sexual Assault investigation (CFPD).
- 08-14-18, extricated data on one Android for a Kidnapping investigation (CFPD).
- 08-15-18, extricated data on two iOS devices for a Suicide investigation (CFPD).
- 08-15-18, extricated data on two Androids for a Sexual Assault investigation (CFPD).
- 08-17-18, extricated data on two iOS devices for a Suicide investigation (CFPD).
- 08-20-18, extricated data on two Android for a Sexual Assault investigation (CFPD).
- 08-20-18, extricated data on two Android devices for a Stabbing investigation (CFPD).
- 08-23-18, extricated data on three Android devices for a Narcotic investigation (Tri-County).
- 08-23-18, extricated data on one Android device for a Narcotic investigation (Tri-County).
- 08-23-18, extricated data on one iOS device and one Android for an Extortion investigation (UNI PD).
- 08-24-18, extricated data on two iOS device for a Sexual Assault investigation (CFPD).
- 08-30-18, extricated data on two Android devices for a Home Invasion investigation (CFPD)
- Total of 22 examinations.

School Resource Officer:

- 08-20-18, School Resource Officer Ladage attended two Administrative meetings at the High School.
- 08-23-18, was the first day of school for the Cedar Falls School System.
- 08-24-18, School Resource Officer Ladage went to four schools to introduce himself to new teachers.
- 08-27-18, Captain Hayes and School Resource Officer Ladage met with Cedar Falls High School Administrators to go over expectations for the school year.
- 08-29-18, School Resource Officer Ladage conducted follow-up to Harassing phone calls.
- 08-30-18, School Resource Officer Ladage went to four schools to introduce himself to new teachers.
- 08-31-18, School Resource Officer Ladage conducted follow-up reference a Fight that occurred at the High School.

CSI Report:

- A new procedure was created and implemented for the disposal of property from closed cases in order to help alleviate issues with space in the evidence room.
- Officer Belz attended monthly In-Service Training.
- Sixty-two items of property were released to their owners.
- Four items of physical evidence were processed in the Crime Lab.
- Twenty-two items of evidence were taken to the State Crime Lab for processing.

Calls Requested For Assistance:

- 08-02-18 Officer Belz assisted First Shift Officers with a Death on Algonquin Drive on a Death investigation.
- 08-12-18 Officer Belz assisted First Shift Officers and the Black Hawk County Sheriff's Office with a Sex Assault which took place on a rural part of West 12th Street.
- 08-16-18 Officer Belz assisted First Shift Officers with a string of Vehicle Burglaries on West 6th Street and West 7th Street.
- 08-17-18 Officer Belz assisted 3rd Shift Officers and Investigators with a Suicide on West 8th Street.

Evidence / Property:

- Evidence Entered: 135
- CD's Entered By Officers: 119
- Found Property Entered: 11
- Property Held For Safekeeping: 5
- Attorney Requests (Not Video): 11
- Attorney Video Copies: 134
- Evidence Tested For Outside Agencies: 0

POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- Reserve Officer Lindley completed her Weapons Training during the month of August.
- Reserve Officer Lindley began Field Training with Officer Krueger on Third Shift.
- The Reserve Unit assisted with 'National Night Out' held at Target.
- Reserve Officers attended Training with career Officers and University of Northern Iowa Officers for Riot Control and Sobriety Testing.
- 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 Dan Clark resigned from his position with the City and as a Reserve Officer to take a position out of state.
- Reserve Officers Erickson and Lindley were sworn in during the City Council meeting along with other career Officers.
- In the month of August, the Reserve Unit logged a total of 37.25 hours of On-Duty Time and 219.5 hours of Ride Time and Training Time Off-Duty. The hours for each Reserve Officer of Off-Duty Time are as follows:

NAME	HOURS
Bostwick	8
Brown	32.5
Buck	27.5
Burg	7
Clark	21.5
Cross	8.75
Erickson	0
Griffin	30
Husidic	10.5
Jaeger	30
Lindley	19
Sterrett	FMLA
Wright	24.75
TOTAL	219.5

POLICE TRAINING EVENTS – Lieutenant Tim Smith

- NCIC Recertification exams.
- Documents have been submitted for future Training.
- August Training consisted of:
 - Riot Control - Civil Disturbance.
 - Standardized Field Sobriety Training.
- Officers' Babic, Hancock, Young, Danilson, and Reimers returned from ILEA and are in FTO
- Captain Howard continues his Police and Command Class online through Northwestern University
- Officers' McNamara and Schwan attended a Firearms Instructor School at ILEA
- Lt. Yates and Officer Rea attended a two-day course for Women in Command at Hawkeye C.C.

POLICE RECORDS – Lieutenant Tim Smith

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

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POLICE STATISTICS:

	<u>August 2018</u>	<u>Total 2018</u>
Group A Crimes		
Murder	0	0
Kidnapping / Abduction	1	2
Forcible Rape	5	14
Forcible Fondling	0	11
Robbery	0	8
Assault	4	89
Arson	0	2
Extortion / Blackmail	0	1
Burglary / B&E	4	93
Theft	39	379
Theft / Motor Vehicle	4	23
Counterfeit / Forgery	1	40
Fraud	6	59
Embezzlement	0	1
Stolen Property	0	5
Vandalism	7	88
Drug Offenses	16	101
Porn / Obscene Material	0	1
Weapon Law Violation	0	6
Group B Crimes		
Theft by Check	0	2
Disorderly Conduct	12	76
Operating While Intoxicated	6	91
Public Intoxicated / Liquor Violations	24	134
Non-Violent Family Offense	2	8
Liquor Law Violation	0	10
Peeping Tom	0	1
Runaway	0	8
Trespassing	0	20
Other Offenses	10	116
Group A Total:	87	923
Group B Total:	54	466
Total Reported Crimes:	141	1,389
Traffic Accidents		
Fatality	0	1
Personal Injury	18	77
Property Damage	40	434
Total Reported Accidents	58	512
Driving Offenses		
Driving While Barred	0	12
Driving While Suspended / Revoked	1	25
Eluding / Peace Officer	0	3
Total Driving Offenses	1	40
Alcohol/Tobacco Violations	40	184
Calls For Service	1,546	12,139
Total Arrests	90	668

CEDAR FALLS FIRE RESCUE**AUGUST FIRE DEPARTMENT ACTIVITIES:**

- Station #1 (Blue Shift):
 - One Smoke Detector Check / Installation.
 - One Station Tour for Cedar Valley Mom's Club.
 - Provided dinner for UNI students that built training props.
- Station #1 (Green Shift):
 - Ride Along Observer for a Cedar Falls Police Department Intern.
- Station #1 (Red Shift):
 - Fire Prevention Activity at FondoFest on Main Street.

FIRE ALTERNATIVE STAFF:

- Part-time and POC Firefighters contributed 28 hours of Shift Duty in August.

FIRE INSPECTIONS – Battalion Chief Curt Hildebrand

- August Rental Inspections: 237 (Shift personnel assisted with 36 rental unit inspections).
- August Re-Inspections: 32
- August Paving Inspections: 25

FIRE TRAINING EVENTS – Lieutenant Tim Smith

- Fire Training In-Service consisted of: Flow Path Video and Demonstration.
- Target Solutions Training Material:
 - CAPCE – Gunshot Wounds.
 - NFPA 1001 – Water Supply.
- 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.
- The following Public Safety Officers have met their PSO requirements:
 - Carson Barron
 - Chris Copp
 - Clinton Ferguson
 - Matt Krueger
 - Javier Mercado
 - Martin Beckner
 - Brooke Heuer
 - Brian Johannsen
 - Branden Madsen

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.

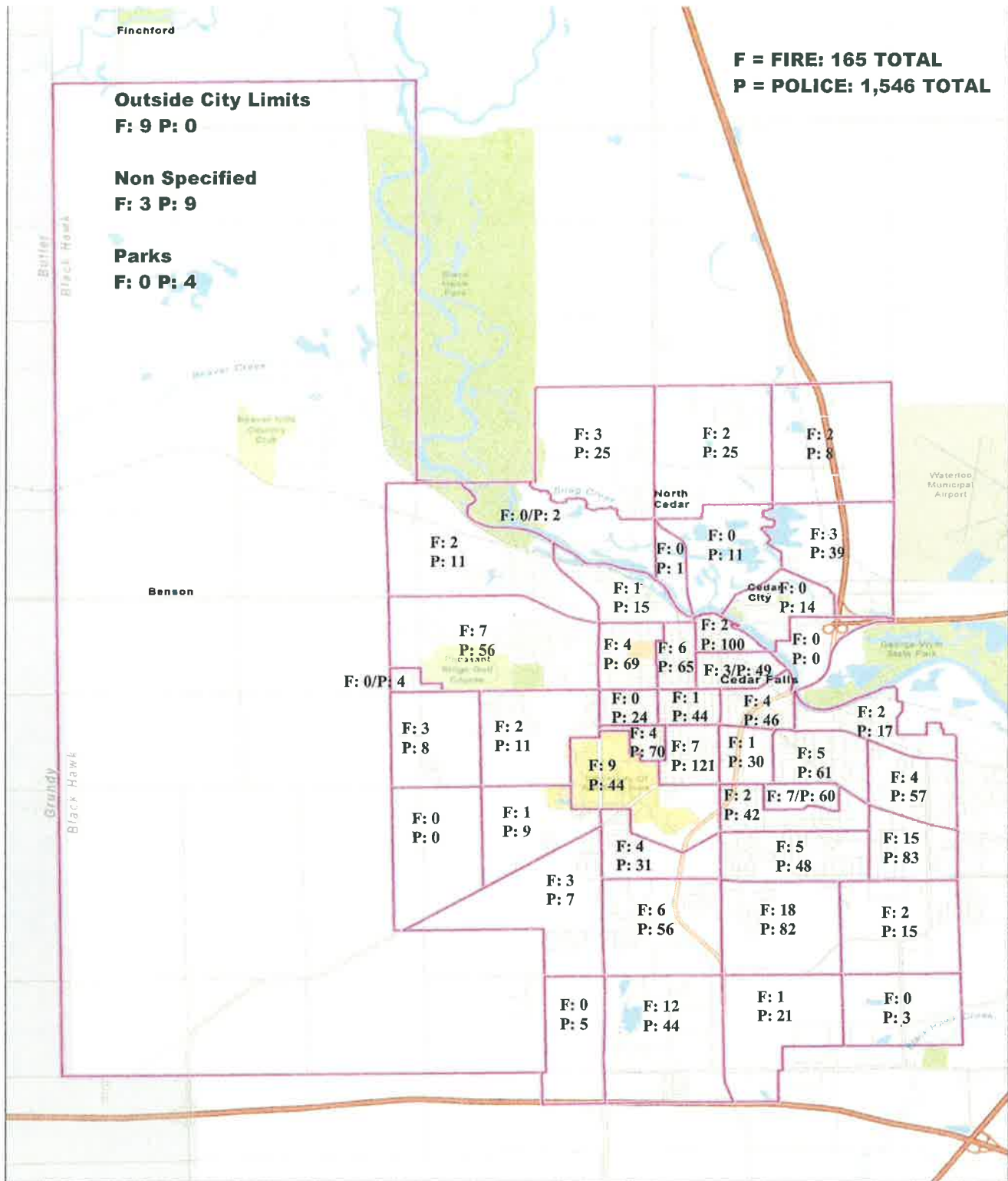
Item G.1.c.

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				
Cancelled, False Alarms, Good Intent	59	51	51	51	57	52	57	60				
Fire, Heat, Hazard, Weather Related	11	16	8	13	13	16	8	8				
Totals	158	153	139	147	154	170	139	165				

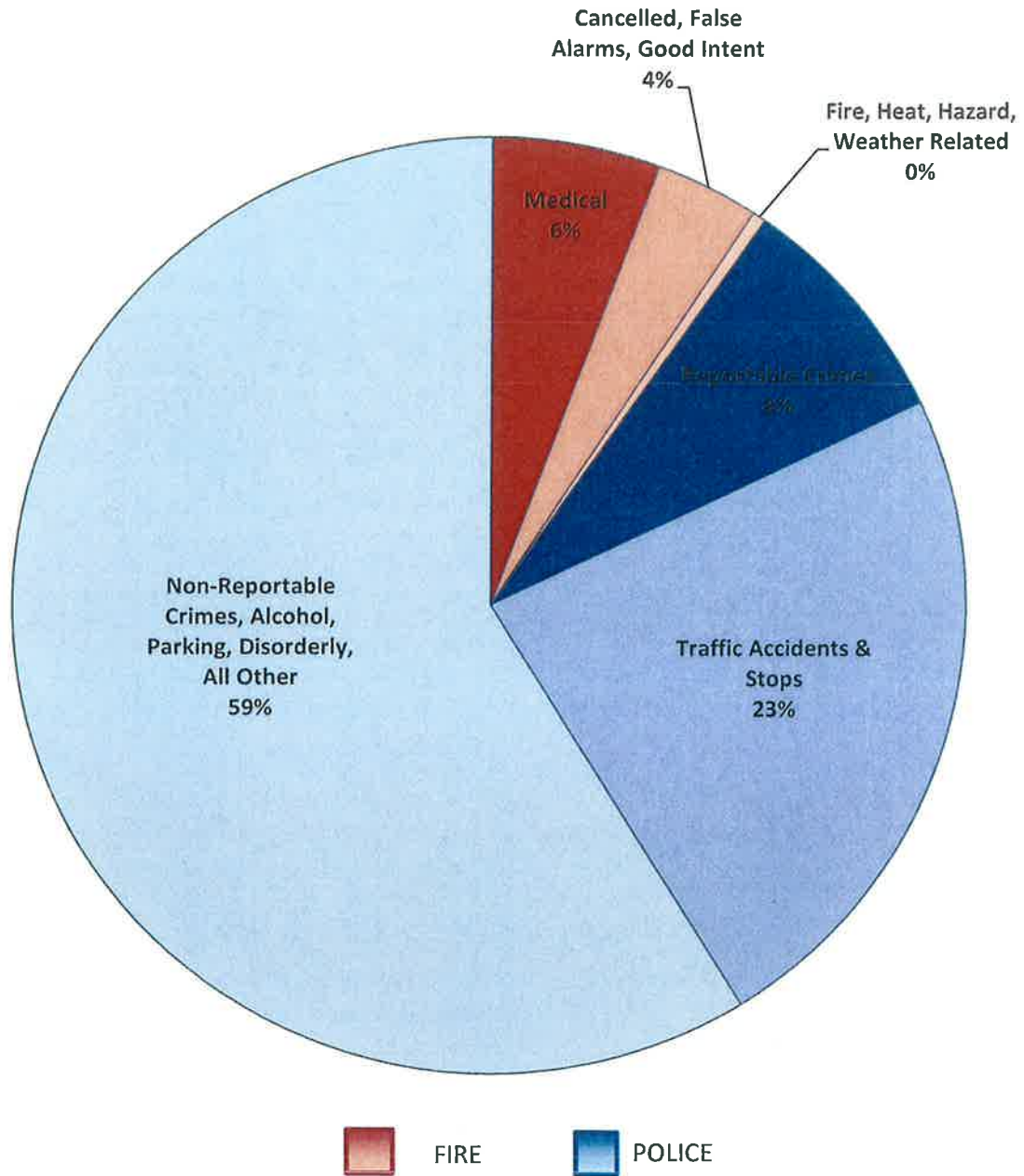
Type of Incident (per year)	2011	2012	2013	2014	2015	2016	2017
Non-Medical CFS	991	1,056	1,052	948	840	911	900
Rescue / EMS Related	1,021	1,047	1,049	1,051	1,367	1,570	1,437
Totals	2,012	2,103	2,101	1,999	2,207	2,481	2,337

Cedar Falls Public Safety Grid Map



Item G.1.c.

Cedar Falls Public Safety Experience Survey (August)





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: September 20, 2018
Re: Special Event Related Requests

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

- (1) Street closure and parking variance, Pink Ribbon Run, October 6, 2018.



MEMORANDUM

CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 09-14-2018TO: Chief Jeff OlsonFROM: Lt. Kurt SchreiberSUBJECT: Pink Ribbon Run

Approved

The 12th Annual Pink Ribbon Run is scheduled for October 6th, 2018. The run starts at the Cedar Falls Public Library and proceeds north on Main St to 2nd St. It then goes east on 2nd Street, across State St to the recreation trail to Pfeiffer Springs Park. It then follows the same route back to the library. The Pink Ribbon Run Committee is requesting full closure of the 500 block of Main St for pre-run events and formation. They would also like the 200, 300 and 400 blocks of Main St posted as "No Parking" on the morning of the event. The Pink Ribbon Run committee provides volunteers at each intersection to stop traffic when runners are present.

The event will require city barricades to be placed at 6th / Main and at 5th / Main. "No Parking" signs will need to be printed and posted prior to the event.

I recommend approval of this annual event. I will send messages to administrative and public works staff outlining the fees and requesting placement of the barricades.

Item G.1.d.



September 6, 2018

Chief Jeff Olson
City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Dear Chief Olson,

On behalf of the Pink Ribbon Run Committee and the Beyond Pink TEAM, I am requesting the closure of a city block during the 12th Annual Pink Ribbon Run on Saturday October 6th in downtown Cedar Falls.

The race will begin and end outside the Cedar Falls Public Library. Runners will leave from downtown Cedar Falls at 8am and head north on Main Street, so we would like to request the closure of Main Street from 5th to 6th Streets from 6am-11am on the day of the race. As in past years, volunteers will be stationed at remaining intersections on Main Street from 5th to 2nd Streets to stop traffic while the runners are on Main Street. Runners will then turn East on 2nd Street and connect with State Street. Volunteers will be located on each side of each intersection, until the participants make it safely to the bike trail on the corner of State and Waterloo Road. The race will continue along the trail to Pfeiffer Park, and will then turn around and come back the way they came.

This route should be adverse to flooding, and is the best option during all the current trail construction and flooding concerns.

Additionally, we would like to request you post "No Parking from 7AM-10AM" signs along Main Street from 6th to 2nd Street to eliminate safety issues with cars on Main Street during the race.

We appreciate your consideration on this request. If you have any questions or concerns, please do not hesitate to give me a call.

Sincerely,

Gabbi DeWitt
Pink Ribbon Run Committee
319-231-4755



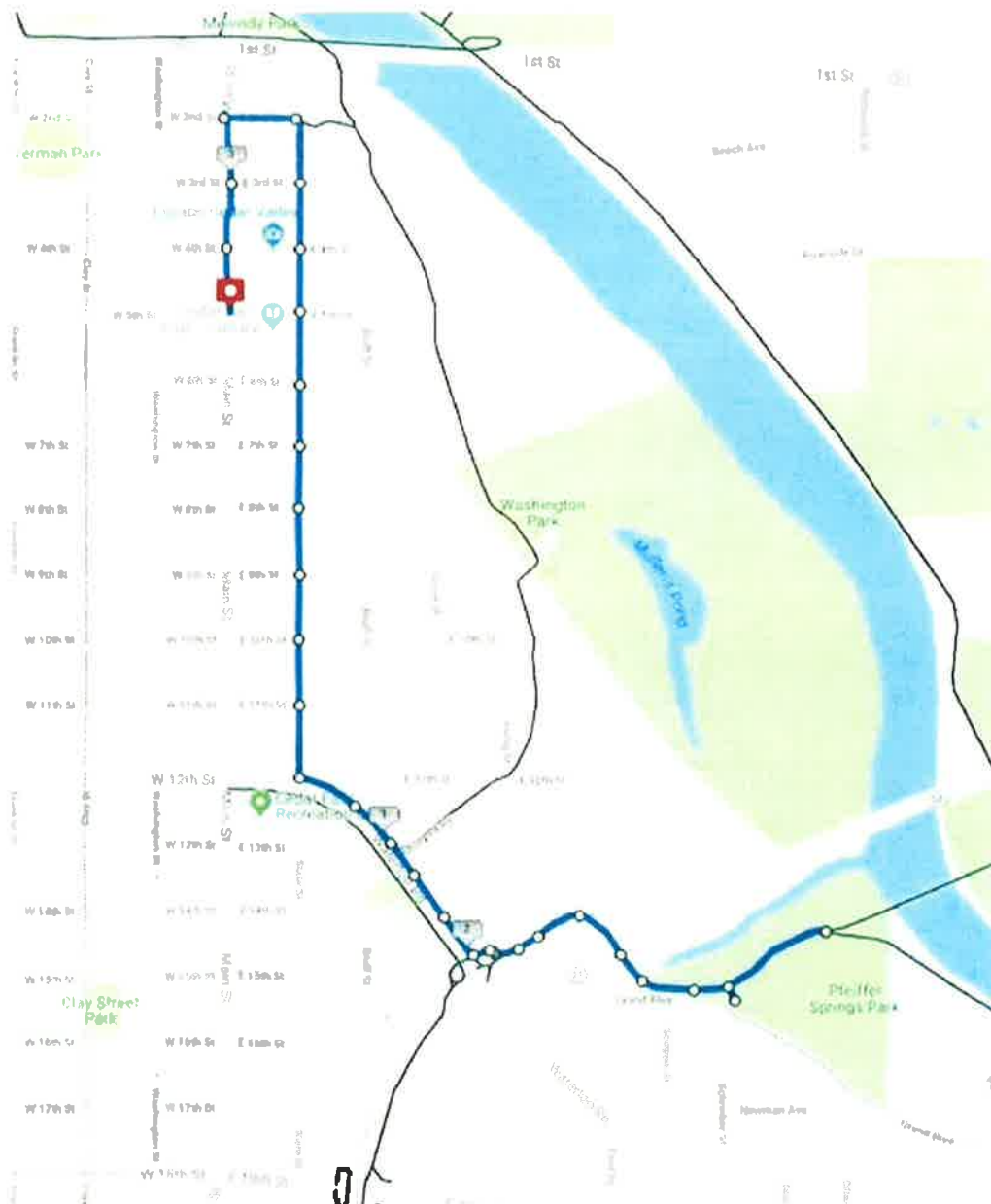
2018 Presenting Sponsors



**Your Community.
Your Credit Union.**

Item G.1.d.

- Route begins at 5th and Main.
- Heads North toward 1st Street.
- Turns right on 2nd street and another right on State Street.
- Follows State Street to Waterloo Road.
- Slight left on Waterloo Road.
- Follow the bike trail to Pfeiffer Park.
- Turn around just before Kreig's Crossing and follow route back to start line.





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: September 27, 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) Blue Room, 201 Main Street, Class C liquor - renewal.
- (2) Chapala 2, 1704 West 1st Street, Class C liquor - renewal.
- (3) Peppers Grill & Sports Pub, 620 East 18th Street, Class C liquor - renewal.
- (4) Casey's General Store, 601 Main Street, Class E liquor - renewal.
- (5) Fareway Store, 214 North Magnolia Drive, Class E liquor - renewal.
- (6) Casey's General Store, 2425 Center Street, Class C beer & Class B native wine - adding Class B wine.
- (7) Casey's General Store, 5226 University Avenue, Class C beer & Class B native wine - adding Class B wine.
- (8) Casey's General Store, 5908 Nordic Drive, Class C beer & Class B native wine - adding Class B wine.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Administrative Clerk
DATE: August 28, 2018
SUBJECT: Property Assessments

Attached is paperwork regarding three (3) properties that had their lawn mowed by the City of Cedar Falls. We have been unsuccessful in collecting these invoices through our normal accounts receivable process. Can you please start the process of assessing these fees against the owner's property taxes?

James Beck

1028 W. 12th Street
 Cedar Falls, IA 50613

\$219.76 June 2018
3.30 2018 (fees)
 \$223.06 Total owed

Property address: 1028 W. 12th St., CF
 Parcel #8914-14-227-002

Benton Davis

1407 E. Ivy Street
 Mt. Pleasant, IA 52641

\$267.26 June 2018
4.01 2018 (fees)
 \$271.27 Total owed

Property address: 424 Balboa Ave., CF
 Parcel # 8914-25-127-046

Tim McGraw

933 W. 13th Street
 Cedar Falls, IA 50613

\$386.01 June 2018
5.79 2018 (fees)
 \$391.80 Total owed

Property address: 933 W. 13th St., CF
 Parcel #8914-14-227-016

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS, IOWA
COUNTY OF BLACK HAWK
STATE OF IOWA

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

RUTH WALKER

TO THE ABOVE-NAMED PERSON(S):	James Beck
PROPERTY DESCRIPTION:	1028 West 12 th Street, Cedar Falls, Iowa, Black Hawk County Parcel #8914-14-227-002
LEGAL DESCRIPTION OF PROPERTY:	Auditors Plat No. 10, Lot 12, Cedar Falls, Black Hawk County, Iowa

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 1028 West 12th Street pursuant to City of Cedar Falls Ordinance Section 20-262. This matter is currently set on the Cedar Falls City Council agenda for **October 1, 2018**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By 

Jacqueline Daniels, MMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Item G.2.a.

Exhibit "A"

Prepared by: Jacqueline Danielsen, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 1028 WEST 12TH STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-14-227-002

WHEREAS, it was determined that the property located at 1028 West 12th Street, being legally described as Auditors Plat No. 10, Lot 12, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-14-227-002, was in violation of City of Cedar Falls Ordinance Section 20-262 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 1028 West 12th Street (Parcel ID 8914-14-227-002) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed for the mowing were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow the above-described property, in the amount of \$223.06, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$37.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 18-5, said real estate being legally described as follows:

Auditors Plat No. 10, Lot 12, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-14-227-002

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 1st day of October, 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

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

(319) 273-8600

DATE: 7/31/18

TO: JAMES BECK
1028 WEST 12TH STREET
CEDAR FALLS, IA 50613

CUSTOMER NO: 68/216257

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	0/00/00	BEGINNING BALANCE			.00
PMISC	6/20/18	MOWED LAWN 6/11/18 PER ORDINANCE 20-262	34193	7/20/18	219.76
		PROFESSIONAL LAWN CARE INV.#14440			\$166.25
		CODE ENFORCEMENT			\$53.51
GFFIN	7/31/18	FINANCE CHARGE-GEN FUND		8/30/18	3.30

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

CURRENT	30 DAYS	60 DAYS	90 DAYS
3.30	219.76		

DUE DATE: 8/30/18

PAYMENT DUE: 223.06
TOTAL DUE: \$223.06

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/31/18 DUE DATE: 8/30/18 NAME: BECK, JAMES
CUSTOMER NO: 68/216257 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613
(319) 273-8600

TOTAL DUE: \$223.06

Item G.2.a.



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
www.cedarfalls.com

August 1, 2018

James Beck
1028 W. 12th Street
Cedar Falls, IA 50613

Dear James Beck,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 6/11/18 for \$219.76, as well as late fees of \$3.30 for a total amount due of \$223.06. **If no payment is received by August 16, 2018 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls
Accounts Receivable
220 Clay Street
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read 'Andrea Ludwig', written over a circular stamp or seal.

Andrea Ludwig
Administrative Clerk

Enclosure

INVOICE

Item G.2.a.

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

(319) 273-8600

TO: JAMES BECK
1028 WEST 12TH STREET
CEDAR FALLS, IA 50613

INVOICE NO: 34193
DATE: 6/20/18

CUSTOMER NO: 68/216257

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN 6/11/18 PER ORDINANCE 20-262	219.76	219.76
	PROFESSIONAL LAWN CARE INV.#14440		\$166.25
	CODE ENFORCEMENT		\$53.51

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

TOTAL DUE: \$219.76

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/20/18 DUE DATE: 7/20/18
CUSTOMER NO: 68/216257

NAME: BECK, JAMES
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613

INVOICE NO: 34193
TERMS: NET 30 DAYS

AMOUNT: \$219.76

Item G.2.a.



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

LEGAL NOTICE OF NUISANCE TO BE ABATED: GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 6/4/2018 Case # 18-0153-GRSS
PROPERTY RESIDENT:
PROPERTY ADDRESS: 1028 W 12th St
Property Owner Name: James Allan Beck
Property Owner Address: 1028 W 12Th St
Cedar Falls, IA 50613

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

AUDITORS PLAT NO 10 CF W 66 FT N 132 FT LOT 12

Please refer to Ordinance Section 20-262 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 6/11/2018, to confirm compliance with the Ordinance requirements. **If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance. ***Please mow the back yard*****

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown by the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact the Community Development office at (319) 268-5186. If you have already taken care of this problem, the Park Division appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT

Officer Stephanie Moore
Police Officer (Code Enforcement Officer)

"OUR CITIZENS ARE OUR BUSINESS"





-215-

Item G.2.a.





-217-

Item G.2.a.



CITY OF CEDAR FALLS, IOWA
COUNTY OF BLACK HAWK
STATE OF IOWA

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

BENTON DAVIS

TO THE ABOVE-NAMED PERSON(S):	Benton Davis
PROPERTY DESCRIPTION:	424 Balboa Avenue, Cedar Falls, Iowa, Black Hawk County Parcel #8914-25-127-046
LEGAL DESCRIPTION OF PROPERTY:	El Dorado Heights Second Addition, Lot 35, Cedar Falls, Black Hawk County, Iowa

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 424 Balboa Avenue pursuant to City of Cedar Falls Ordinance Section 20-262. This matter is currently set on the Cedar Falls City Council agenda for **October 1, 2018**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By



Jacqueline Daniels, MMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Item G.2.b.

Exhibit "A"

Prepared by: Jacqueline Danielsen, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 424 BALBOA AVENUE, CEDAR FALLS, IOWA, PARCEL ID 8914-25-127-046

WHEREAS, it was determined that the property located at 424 Balboa Avenue, being legally described as El Dorado Heights Second Addition, Lot 35, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-25-127-046, was in violation of City of Cedar Falls Ordinance Section 20-262 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 424 Balboa Avenue (Parcel ID 8914-25-127-046) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed for the mowing were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow the above-described property, in the amount of \$271.21, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$37.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 18-5, said real estate being legally described as follows:

El Dorado Heights Second Addition, Lot 35, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-25-127-046

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 1st day of October, 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATEMENT OF ACCOUNT

Item G.2.b.

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

(319) 273-8600

DATE: 7/31/18

TO: BENTON DAVIS
1407 E. IVY STREET
MT. PLEASANT, IA 52641

CUSTOMER NO: 5295/5295

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	0/00/00	BEGINNING BALANCE			.00
PMISC	6/20/18	MOWED LAWN 6/12/18 PER ORDINANCE 20-262	34196	7/20/18	267.26
		PROFESSIONAL LAWN CARE INV.#14446			\$213.75
		CODE ENFORCEMENT			\$53.51
GFFIN	7/31/18	FINANCE CHARGE-GEN FUND		8/30/18	4.01

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

CURRENT	30 DAYS	60 DAYS	90 DAYS
4.01	267.26		

DUE DATE: 8/30/18

PAYMENT DUE: 271.27
TOTAL DUE: \$271.27

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/31/18 DUE DATE: 8/30/18 NAME: DAVIS, BENTON
CUSTOMER NO: 5295/5295 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613
(319) 273-8600

TOTAL DUE: \$271.27

Item G.2.b.



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
www.cedarfalls.com

August 1, 2018

Benton Davis
1407 E. Ivy Street
Mt. Pleasant, IA 52641

Dear Benton Davis,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing at 424 Balboa, Cedar Falls on 6/12/18 for \$267.26, as well as late fees of \$4.01 for a total amount due of \$271.27. **If no payment is received by August 16, 2018 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls
Accounts Receivable
220 Clay Street
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read 'Andrea Ludwig', written over a faint, larger signature.

Andrea Ludwig
Administrative Clerk

Enclosure

INVOICE

Item G.2.b.

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

(319) 273-8600

TO: BENTON DAVIS
 1407 E. IVY STREET
 MT. PLEASANT, IA 52641

INVOICE NO: 34196
 DATE: 6/20/18

CUSTOMER NO: 5295/5295

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN 6/12/18 PER ORDINANCE 20-262 PROFESSIONAL LAWN CARE INV.#14446 CODE ENFORCEMENT <i>424 Bellvue Ave, Cedar Falls</i>	267.26	267.26
			\$213.75
			\$53.51

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
 30 DAYS

TOTAL DUE: \$267.26

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/20/18 DUE DATE: 7/20/18
 CUSTOMER NO: 5295/5295

NAME: DAVIS, BENTON
 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS IA 50613

INVOICE NO: 34196
 TERMS: NET 30 DAYS

AMOUNT: \$267.26

Item G.2.b.



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

LEGAL NOTICE OF NUISANCE TO BE ABATED: GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 6/5/2018 Case # 18-0125-GRSS
PROPERTY RESIDENT:
PROPERTY ADDRESS: 424 Balboa Ave
Property Owner Name: Benton L Davis
Property Owner Address: 1407 E Ivy St
Mount Pleasant, IA 52641-187

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

EL DORADO HEIGHTS SECOND ADD LOT 35

Please refer to Ordinance Section 20-262 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 6/12/2018, to confirm compliance with the Ordinance requirements. **If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.**

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown by the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact the Community Development office at (319) 273-8600. If you have already taken care of this problem, the Park Division appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT

Officer Stephanie Moore
Police Officer (Code Enforcement Officer)

"OUR CITIZENS ARE OUR BUSINESS"





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CITY OF CEDAR FALLS, IOWA
COUNTY OF BLACK HAWK
STATE OF IOWA

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

TIM D. MCGRAW

TO THE ABOVE-NAMED PERSON(S):	Tim D. McGraw
PROPERTY DESCRIPTION:	933 West 13 th Street, Cedar Falls, Iowa, Black Hawk County Parcel #8914-14-227-016
LEGAL DESCRIPTION OF PROPERTY:	Auditors Plat No. 10, Lot 13, Cedar Falls, Black Hawk County, Iowa

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow and clear vegetation from the property located at 933 West 13th Street pursuant to City of Cedar Falls Ordinance Section 20-262. This matter is currently set on the Cedar Falls City Council agenda for **October 1, 2018**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By

Jacqueline Danielsen, MMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

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Exhibit "A"

Prepared by: Jacqueline Danielsen, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW AND CLEAR VEGETATION ON THE PROPERTY LOCATED AT 933 WEST 13TH STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-14-227-016

WHEREAS, it was determined that the property located at 933 West 13th Street, being legally described as Auditors Plat No. 10, Lot 13, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-14-227-016, was in violation of City of Cedar Falls Ordinance Section 20-262 for failure to mow and maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 933 West 13th Street (Parcel ID 8914-14-227-016) to be mowed and vegetation cleared, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed for the mowing and clearing of vegetation were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow and clear vegetation on the above-described property, in the amount of \$391.80, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$37.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 18-5, said real estate being legally described as follows:

Auditors Plat No. 10, Lot 13, Cedar Falls, Black Hawk County, Iowa,
Parcel ID 8914-14-227-016

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 1st day of October, 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

INVOICE

Item G.2.c.

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

(319) 273-8600

TO: TIM MCGRAW
 933 W. 13TH STREET
 CEDAR FALLS, IA 50613

INVOICE NO: 34200
 DATE: 6/21/18

CUSTOMER NO: 5296/5296

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN & REMOVED MILK WEED ON 6/13/18 PER ORDINANCE 20-262	386.01	386.01
	PROFESSIONAL LAWN CARE INV.#14447		\$332.50
	CODE ENFORCEMENT		\$53.51

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
 30 DAYS

TOTAL DUE: \$386.01

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/21/18 DUE DATE: 7/23/18 NAME: MCGRAW, TIM
 CUSTOMER NO: 5296/5296 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS IA 50613

INVOICE NO: 34200
 TERMS: NET 30 DAYS

AMOUNT: \$386.01



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 6/5/2018 Case # 18-0156-GRSS
PROPERTY RESIDENT:
PROPERTY ADDRESS: 933 W 13th St
Property Owner Name: Mc Graw, Tim D
Property Owner Address: 933 W 13Th St
Cedar Falls, IA 50613

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

AUDITORS PLAT NO 10 CF LOT 13

Please refer to Ordinance Section 20-262 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 6/12/2018, to confirm compliance with the Ordinance requirements. If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown by the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact the Community Development office at (319) 273-8600. If you have already taken care of this problem, the Park Division appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT

Handwritten signature of Stephanie Moore

Officer Stephanie Moore
Police Officer (Code Enforcement Officer)

"OUR CITIZENS ARE OUR BUSINESS"

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DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM
Public Records Division

TO: Mayor Brown and City Councilmembers
FROM: Jacque Danielsen, City Clerk
DATE: September 28, 2018
SUBJECT: Downtown Parking Study – Consultant Agreement

In goal setting, City Council identified a detailed objective within Organizational Goal 6 to *develop a downtown parking plan to maximize on-street and public parking*, and budgeted \$50,000 for a downtown parking study. City staff recently formed a parking study committee and distributed a Request for Proposal to conduct a parking study of the downtown area. The committee received and reviewed six proposals. After conducting interviews, the committee selected WGInc. as the consultant to complete the downtown parking study. The study will include a number of public stakeholder meetings and workshops, as well as an assessment of parking inventory, occupancy and turnover.

The WGInc. quote is \$48,475 and they would like to get started as soon as possible, therefor we recommend approval of the attached agreement with WGInc.

Please feel free to contact me at 268-5152 with any questions. Thank you.



September 27, 2018

Ms. Jacque Danielsen, MMC
City Clerk/Parking Enforcement
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Email: Jacque.danielsen@cedarfalls.com

RE: Letter Agreement for Downtown Parking Study

Dear Jacque,

Please accept this as our written agreement to perform parking consulting services as requested in the City of Cedar Falls RFP dated August 1, 2018. We are delighted to have been selected for this assignment and look forward to working with the Parking Committee on a successful project. We are prepared to be on site as early as the week of October 15th for project kickoff and for our initial data collection and field observation activities. We anticipate completing our core work by December 31, 2018, with an anticipated contract closeout date of January 31, 2019.

We anticipate a total of four (4) on-site trips to Cedar Falls as follows:

- Trip #1 – Project Kickoff/Initial Data Collection/Stakeholder Meetings (Four Days Minimum).
- Trip #2 – Supplemental Data Collection/Stakeholder Meetings/Internal Report on Initial Findings (Three Days).
- Trip #3 – Public Workshop to Present Preliminary Findings & Recommendations (Three Days).
- Trip #4 – Presentation of Primary Findings and Recommendations (Two Days).

Proposed Fee

We propose to provide consulting services as described in the attached scope of services (**Attachment A**) for a total lump sum fee of **\$48,475**, which includes all anticipated expenses. Additional services over and above our written scope of services, when authorized in writing, will be billed at \$150.00 per hour plus reimbursable expenses.

If you agree with our recommended approach, including our standard terms and conditions (**Attachment B**), please sign below to authorize our services. Our certificate of insurance is also included as **Exhibit 1** attached. We look forward to working with you on this project. Please call us if you have any questions, or if you need additional information.

Sincerely,

WGI Michigan, Inc.

Michael C. Ortlieb, PE
Vice President

Andrew W. Miller, AICP
Project Manager

Item G.2.d.

ACCEPTED BY: <i>CITY OF CEDAR FALLS</i>

Signature

Printed Name

Title

Date

ATTACHMENT A – SCOPE OF WORK**Detailed Work Plan****Phase 1 – Project Kickoff and Communications Plan**

1. The first goal of the project is to understand and clearly define the goals and objectives of this study. The clear identification of goals drives the remainder of the study process. With the entire project team understanding desired outcomes, time and energy can be focused on achieving the goals of the project.
2. Review existing data and previous planning projects and reports such as:
 - A. The previous 2015 Parking Task Force Report and Survey
 - B. In-House Data
 - a. Year-end Financial Reports for previous four years plus current fiscal year
 - b. Operational policies
 - c. Customer Service policies and procedures
 - d. Technology applications
 - C. Current parking-related codes, zoning requirements and development standards
 - D. Information on any parking-related committees, groups, key stakeholders, etc.
 - E. Current parking inventory maps
 - F. Available information concerning special events in the study area (e.g., number of events, typical attendance levels, parking lot closures, street closures and event planning/staging).
 - G. Parking enforcement policies, staffing, technology and number of citations issued
 - H. Available information concerning current transportation demand management (TDM) policies or programs.
3. Assist the City/Community Main Street (CMS) in creating a communication strategy to foster engagement, keep stakeholders and the public informed on the schedule and project progress, and promote the public input processes. Activities may include:
 - A. Develop Project Communication Plan
 - B. Identifying potential media outlets, specifically digital media
 - a. Social media
 - b. Email lists
 - C. Develop project specific content to be posted to the City/CMS websites
 - a. Project schedule and updates
 - b. Online message board forum allowing citizens to voice concerns and ask questions
 - D. Recommendations on promotional and content strategies
 - E. Creating a project hashtag

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Phase 2 – Current Conditions Assessment

Document Parking Inventory and Utilization

1. We will perform detailed GIS mapping of on-street and off-street public and private parking. We believe GIS mapping of all parking assets will be a fundamental, but important tool for future planning and policy making.
2. GIS mapping will be used to digitally record locations of the following parking and transit assets:
 - A. Individual meter locations
 - B. Time limited free spaces
 - C. Bus/transit stops
 - D. Loading zone locations
 - E. On-Street ADA spaces
 - F. Off-street ADA spaces
 - G. Public ramps and lots
 - H. Private ramps and lots
 - I. No parking areas
 - J. Bike racks
3. Once the parking inventory is confirmed, we will perform parking occupancy counts on multiple weekdays during peak parking activity periods and document our findings. We will also perform occupancy counts on one weekend period which will include Friday and Saturday evening counts and field observations. This occupancy and utilization information will be documented in table and graphic form, to include “heat maps” that visually illustrate parking occupancies in aerial map form.
4. We will perform parking turnover counts on key streets that offer time-limited parking to observe and document actual use and turnover patterns at prime on-street parking areas.

Operations, Policy & Technology Review

1. Review operational policies to identify whether goals expressed in Phase 1 are currently being met. This review will include:
 - A. Standard operating procedures
 - B. Off-Street and On-Street rates, fees, and time limits
 - C. Integration of parking with other modes of transportation
 - D. Customer service standards
 - E. Enforcement policies, fines, enforcement times, appeals and final adjudication
 - F. Payment technologies employed
 - G. Staffing patterns

2. Review existing parking related technologies and assess the opportunities to leverage new technologies. The analysis portion of the study will consider factors such as:
 - A. Capital outlay and monthly data costs
 - B. Customer ease of use
 - C. Management and operational requirements
 - D. Opportunities to increase revenue
 - E. Effectiveness of enforcement
 - F. Improved efficiencies
3. Review zoning and planning code regulations specific to parking and downtown development to identify current requirements and potential changes.
4. Review current organizational model, management practices and staffing and provide recommendations on potential improvements.

Parking Budget & Financial Analysis

1. We will review the current fiscal year budget and previous four (4) years of year-end actual revenue and expense reports to identify and document financial trends.
2. The analysis will include a review of options such as special assessments, payment-in-lieu of parking, tax increment financing (TIF), public/private partnerships (P3), and other possible revenue sources.

Parking Enforcement

1. A review of existing parking citation issuance policies, management, technologies, and back-end ticket processing system will be performed; and specific recommendations will be provided to improve efficiencies and enhance the customer experience.

Comparable Cities Analysis

1. We will obtain detailed information on four (4) other downtown parking programs (as directed by client) that are comparable to Cedar Falls in terms of size, market conditions, geographic proximity, and demographics.
2. This Comparable Cities analysis will include information on parking rates and fines charged by other downtowns; information on how each of the downtown parking programs are organized and managed; how each city finances its parking capital improvements and ongoing maintenance programs; the types of parking technologies deployed; and a summary of any special marketing, branding, validation programs, or promotions employed by the other cities included in the analysis.

Review Parking Branding, Signage, and Advertising

1. We will review existing webpages, maps, brochures and wayfinding signage as it relates to parking and provide recommendations for potential improvements.

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2. As part of the Comparable Cities analysis, we will include information on what other cities are doing to market and promote their respective downtown parking systems.
3. We will also provide additional examples of successful parking marketing programs we have observed throughout the country which could be leveraged in Cedar Falls. WGI's Creative Services group has years of demonstrated experience designing branding and marketing programs for a variety of public and private clients.

Phase 3 – Public Outreach

The WGI team excels at designing processes that effectively engage multiple stakeholder groups, including the public. We use a variety of methods to ensure broad participation, which help to achieve consensus and stakeholder buy-in to the results of the study. When the project has been completed, the high level of stakeholder and public involvement used to conduct the process will lead to a clear consensus on next steps and the path forward. Our public engagement process is described below.

Engagement Groups:

1. **Project Working Group:** Consisting primarily of City/CMS staff, this small group will work directly with the Consulting Team to ensure tasks are completed fully and on schedule. The Consulting Team will meet or talk regularly to review products and progress and suggest changes to approach as conditions might dictate.
2. **Key Stakeholders:** 10-15 individuals/organizations who may have particular insights or a level of investment in the study area that warrants more direct interaction with the Consulting Team. While not exhaustive, the following list is representative of the types of stakeholder groups we would expect to involve in this project.
 - Elected officials
 - Met Transit
 - Local Convention & Visitors Bureau
 - University of Northern Iowa (UNI)
 - Cedar Valley Cyclists
 - Downtown business and property owners
 - Local institutional and organizational leaders
 - Representatives of major downtown employers
3. **General Public:** To build consensus for any plan of this scope and breadth, outreach should begin early and should cast a broad net.

Input Forums:

1. **Round Tables:** Conduct a series of focus groups of those who utilize the parking system. These focus groups will be led by our team and will direct attention to perceptions about current parking facilities, technology, ease of use, availability, signage and wayfinding, and overall patron satisfaction.
2. **One-On-One Interviews:** These interviews will be geared toward soliciting input from key stakeholders and select members of City/CMS leadership. Interviews will be one-on-one format allowing participants to provide a candid assessment of conditions and challenges.
3. **Public Workshops:** An initial informational and interactive session followed by a second session to present findings and recommendations will be conducted to allow attendees to share their ideas within a structured and informed setting. The Consulting Team will be responsible for providing meeting content and materials including presentation boards, PowerPoint presentations, base maps, etc.
4. **Online Survey:** We will develop and host an online survey via Survey Monkey. The City/CMS will help to promote the survey effort by providing links to the online survey site via webpages, Facebook, and direct email blasts. The survey will seek to determine among other topics:
 - User demographics
 - Frequency coming downtown
 - Reason for visiting downtown
 - Acceptable walking distances
 - Acceptance of newer technologies and parking apps
 - Use of multi-modal transportation options
 - Transportation preferences
 - Cost sensitivity
 - Residential parking and mobility behavior
 - Open ended responses to gather specific opinions

Phase 4 – Parking Adequacy/Demand Modeling

1. We will compare the projected parking demand against the existing supply of spaces to determine if additional parking capacity will be needed to accommodate current and future demand.
2. We will review information provided by the City regarding future development plans in the study area such as projected employment data, existing and projected land use data, location of proposed future buildings, new developments, creation of new residential space in existing buildings, any anticipated loss of existing parking capacity, and development of new parking facilities or programs.
3. Develop estimates of future parking sufficiency based on current capacity, projected land uses, and application of parking demand ratios. Sufficiency estimates will include Shared Parking Demand modeling to account for shared parking opportunities as they are available throughout the study area. Future parking demand will be presented in the following formats:
 - Short term (1-3 year) and long term (4-7) year estimates.

Item G.2.d.

- Zone basis.
- Weekday and weekend demand estimates.

Phase 5 - Planning for Future Parking Supply

1. Develop options for addressing current and projected parking demand. The Project Team will focus on improving the utilization and management of existing parking supplies before adding any new lots or facilities. This could include (but not be limited to):
 - Reviewing existing public parking facilities and recommending efficiency improvements.
 - Identifying opportunities to increase on-street parking supplies in the study area (either through the creation of new spaces or the reconfiguration of existing spaces).
 - Recommending strategies that the City could use to improve the availability of privately-owned parking through potential shared parking opportunities.
 - Providing recommendations to manage existing public parking inventories, improve current operations, and improve the utilization of existing parking.
2. Evaluate the feasibility of renovating existing parking facilities to better serve the downtown areas. The feasibility analysis will include technical considerations, practicality and cost considerations.
3. Provide recommendations for future parking facility changes/additions. Identify locations for additional parking in off-street lots and possible structures. Determine the number of parking spaces needed and provide preliminary estimates on how much parking could be provided at the potential sites based on available site footprints.
4. Provide preliminary concept drawings of potential parking structure options for sites that are identified as suitable for structured parking. Design concepts will include options for possible commercial mixed-use and/or residential “wrap” options. Estimates of probable construction costs will be included for all concepts that are developed.

Initial Recommendations Review

1. Upon completion of our analysis and public outreach efforts, we will submit an Initial Recommendations Report. The document will present our primary findings and recommendations, and provide preliminary costs for our recommended improvements, including a timeline and phasing plan for implementation.
2. The Initial Recommendations Review will provide a focused opportunity for City/CMS staff to consider how their goals can be achieved and discuss the details of an implementation plan.

Draft and Final Report Submission

Draft Report: We will prepare a draft report summarizing the results of tasks identified above and submit for review. The report will include a set of management, organizational, and financial options, as well as possible planning and code modifications for the City/CMS to consider in redefining the downtown parking and mobility program to position it for future development activity for the downtown area.

Final Report: We will incorporate the feedback and comments received from the draft report into the final report document. The final report document will include an executive summary summarizing all elements of our analysis, along with tables, aerial maps, graphs, graphics, and appendices. A recommended implementation plan, including the estimated costs, benefits, and risks of each recommendation, will be included with a breakdown of short-term, mid-term, and long-term parking management and implementation strategies. WGI will provide a presentation of the final report to City leaders and the public.

Item G.2.d.

ATTACHMENT – B

WGI Standard Agreement Provisions

WANTMAN GROUP, INC.
CITY OF CEDAR FALLS AGREEMENT PROVISIONS
SEPTEMBER 2018

1. **Performance:** Wantman Group, Inc.'s ("WGI") services pursuant to this Agreement ("Services") will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area. No other warranties, expressed or implied, are made with respect to WGI's performance of Services. WGI is not a guarantor of the Project for which its Services are directed, and its responsibility is limited to work performed for the Client. WGI is not responsible for acts or omissions of the Client, nor third parties not under its direct control. Client's acceptance of WGI's Services constitutes acceptance of these Terms and Conditions.
2. **Billing/Payments:** Invoices for WGI's Services and reimbursable expenses shall be submitted on a monthly basis. Payment shall be due on the date each invoice is received and shall be deemed delinquent 30 calendar days after issuance. Delinquent invoices shall accrue interest on the balance due at a rate of 5% per annum. Outstanding invoices delinquent beyond 45 calendar days may at WGI's election be deemed a notice to stop performance under this contract, and WGI may in that event suspend its Services until the invoice is paid, with no liability to WGI. Client shall make payment in full at or before delivery to Client of any reports, plans, record drawing, or certifications prepared under this Agreement. Client's failure to timely pay any WGI invoice within 45 calendar days of issuance shall constitute a waiver of any and all claims against WGI. Retainers shall be credited on WGI's final invoice.
3. **Fees:** The WGI fee is a fixed fee, and includes anticipated expenses. All fees for Services are based on a one-time performance only. Additional Services and/or changes in service, whether field or office, shall be performed only after authorization by Client. Fees for changes and/or additional services are not included in this Agreement and shall be invoiced on an hourly fee basis.
4. **Reimbursable Expenses:** Reimbursable expenses are included in the fixed fee. If Additional Services are necessary and authorized by the Client, associated reimbursable expenses, including travel and reproduction, will be invoiced at cost.
5. **Cost Estimates:** Client hereby acknowledges that WGI cannot warrant that estimates of probable construction or operating costs provided by WGI will not vary from actual costs incurred by Client.
6. **Storage:** Material samples not consumed in the performance of WGI's Services may be discarded 30 days after submission of the test report unless Client requests other disposition. After notification to Client, WGI may charge Client for extended storage of materials, records, or equipment.
7. **Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor WGI, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project, WGI's Services, or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and WGI shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
8. **Hazardous Materials:** WGI shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. WGI's Services expressly exclude any Services for Client involving or related in any manner to hazardous substances.
9. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, should WGI or any of its employees (professional or otherwise) be found to have been negligent in the performance of the Services, or to have made or breached any express or implied warranty, representation, or obligation under this Agreement, Client, all parties claiming through Client and all parties claiming to have in any way relied upon WGI's Services or the representations of the employees and agents of WGI agree that the maximum aggregate amount of the liability of WGI, its officers, employees and agents shall be limited to \$50,000.00 or the total amount of the fee actually paid to WGI for its Services performed with respect to the Project, whichever is greater.

In the event Client is unwilling or unable to limit WGI's liability in accordance with the provisions set forth in this subsection, Client may, upon written request of Client received within five days of Client's acceptance hereof, increase the limit of WGI's liability to a maximum of \$1,000,000.00 by agreeing to pay WGI a sum equivalent to an additional amount of 10% of the total fee, or \$10,000.00, whichever is greater, to be charged for WGI's Services. In the event professional fees increase during the Project, Client agrees to pay an additional 10% of said increase for the aforementioned higher limits on professional liability. This charge is not to be construed as being a charge for insurance of any type but is increased consideration for the greater liability involved. In any event, attorney's fees expended by WGI in connection with any claim shall reduce the amount available and only one such amount will apply to any Project.

If any of the above provisions of this paragraph is/are deemed invalid or unenforceable for any reason, WGI's liability shall not exceed the policy limits of any insurance policy providing coverage for WGI's Services on the Project. The provisions of this paragraph shall inure to the benefit of WGI's agents, representatives, consultants, officers, directors, and employees.

WGI's agents, representatives, consultants, officers, directors, and employees shall be considered third-party beneficiaries for the purposes of this paragraph. The provisions of this paragraph shall survive the termination of this Agreement.

10. **Termination of Services:** Except in situations involving default for non-payment by Client to WGI, in the event of any default arising under this Agreement, the defaulting party shall be entitled to receive written notice specifying the default and the actions to be taken to cure the default. The party receiving the notice of default shall have 7 business days from the date of receipt of the notice to cure the specified default. In the event that the party fails to cure the specified default, the adverse party may declare a breach of this Agreement and terminate this Agreement upon serving a written notice of termination. In the event of such termination, Client shall pay WGI in full for all Services rendered up to the time of termination.
11. **Events of Default:** Client shall be in default under this Agreement if (i) it fails to pay in full any invoice from WGI on the due date or fails to make any other payment due to WGI under this Agreement, (ii) it fails to observe or perform any other term, condition or covenant under this Agreement, (iii) it breaches any warranty or representation made under this Agreement, (iv) it dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspected, (v) it commences any voluntary or involuntary bankruptcy, reorganization, insolvency receivership, or other similar proceeding is commenced by or against Client, or (vi) it becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.
12. **Ownership of Instruments of Service:** All plans, data, reports, drawings, specifications, maps, surveys, ideas, scripts, sketches, designs, CADD files, field data, notes, and other documents and instruments prepared by WGI or its subconsultants, whether such work product is tangible or intangible ("Instruments of Service") shall remain the sole and exclusive property of WGI until such time as Client makes full and final payment to WGI pursuant to the terms set forth in this Agreement, and until such time, Client shall not use, deliver, solicit, transmit, or otherwise employ the Instruments of Service, whether directly or indirectly, by any means or manner. Client understands that changes or modifications to the documents made by anyone other than WGI may result in adverse consequences which WGI can neither predict nor control.
13. **Electronic Files:** Any electronic files provided are non-certified recordings of printed documents prepared by WGI. These files are provided only for the convenience of Client, or other Receiving Party, and are intended solely for the exclusive use by that party for the purposes expressly authorized. In accordance with standard industry practice, only printed copies of documents conveyed by WGI may be relied upon. Under no circumstances shall these files be used for construction or staking. Any use of the information obtained or derived from these electronic files will be at Client's, or other Receiving Party's, sole risk. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, Client, or other Receiving Party, agrees that it has 30 days to perform acceptance tests, after which it shall be deemed to have accepted the data thus transferred.
14. **Successors and Assigns:** Client shall not assign, sublet, or transfer any rights under or interest in this Agreement without the prior written consent of WGI. WGI shall not assign, sublet, or transfer any rights under or interest in this Agreement without the prior written consent of the Client. Except where specifically stated otherwise in this Agreement, nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or WGI.
15. **Third Parties:** Except as expressly provided herein, nothing in this Agreement shall confer any right, remedy or claim upon any person or entity not a signatory to this Agreement.
16. **Severability and Survival:** If any term of this Agreement is to any extent held to be invalid or unenforceable, then such term shall be excluded to the extent of such invalidity or unenforceability, and all other terms hereof shall remain in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and WGI shall survive the completion of WGI's Services hereunder and the termination of this Agreement.
17. **Merger and Amendment:** This Agreement constitutes the entire agreement between WGI and Client, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both WGI and Client.
18. **Applicable Law and Venue:** This Agreement shall be governed by the laws of the state of Iowa. Venue for all disputes between the Parties arising from or relating to this Agreement shall lie exclusively in a court of competent jurisdiction in the county in which the subject project is located.
19. **Mediation:** All *disputes* between the Parties arising out of or relating to this Agreement shall be submitted to non-binding mediation as a condition precedent to litigation, unless the Parties mutually agree otherwise in writing.
20. **Insurance:** WGI will maintain the minimum insurance coverage and limits in accordance with the Client's Insurance Schedule Exhibit 1 (appended to this document).
21. **Term:** This Agreement will end 180 days after the date of execution.

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

Item G.2.d.

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)
9/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

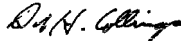
PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Katie Kresner
	PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082 E-MAIL ADDRESS: Katie.Kresner@greyling.com
INSURED Wantman Group, Inc. 2035 Vista Parkway Suite 100 West Palm Beach, FL 33411	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : National Union Fire Ins. Co. 19445
	INSURER B : The Continental Insurance Company 35289
	INSURER C : New Hampshire Ins. Co. 23841
	INSURER D : Lexington Insurance Company 19437
	INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 18-19 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			4613985	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 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 OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			9775972	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6049958687	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	11569886	08/01/2018	08/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab Incl Pollution Liability			027015040	08/01/2018	08/01/2019	Per Claim \$ 5,000,000 Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Downtown Parking Study
 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 named as Additional Insureds with respects to General Liability where required by written contract.
 (See Attached Descriptions)

CERTIFICATE HOLDER City of Cedar Falls, Iowa 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 
--	--

The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract.
Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.
Waiver of Subrogation is applicable where required by written contract & allowed by law.

Item G.2.d.

POLICY NUMBER: 4613985

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

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
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Item G.2.d.

POLICY NUMBER: 4613985

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Information Systems Division

TO: Mayor Jim Brown and City Council Members
FROM: Julie Sorensen, Information Systems Manager
DATE: September 28, 2018
SUBJECT: Amendment to SIRE Technologies Maintenance Agreement

The Sire Technologies maintenance agreement is due on October 1, 2018. The original agreement was for annual terms. I have asked to amend the agreement to quarterly terms as we are implementing replacement agenda management software. We will be discontinuing use of SIRE in the next year.

I've attached the amendment to the original agreement that is needed in order to switch to the quarterly terms. As a reference, I've also attached the original agreement which was signed in 2009.

The amendment has been reviewed City attorney Kevin Rogers. If you need further information please feel free to see myself.

Attachment: Agreement
Amendment

**AMENDMENT TO SIRE TECHNOLOGIES
MAINTENANCE AGREEMENT**

This AMENDMENT TO SIRE TECHNOLOGIES MAINTENANCE AGREEMENT (“Amendment”) is made and entered into effective as of the date that the last party to sign this Amendment has executed the same (as indicated by the date entered by such party with its signature below) (the “Amendment Effective Date”), by and between Hyland Software, Inc. (as successor-in-interest to SIRE Technologies) (“Hyland”) and City of Cedar Falls (“Customer”) and amends that certain SIRE TECHNOLOGIES Maintenance Agreement between Hyland and Customer dated June 1, 2009 (the “Maintenance Agreement”).

1. DEFINED TERMS: Capitalized terms used in this Amendment and not defined herein are used herein with the same meanings given such terms under the Maintenance Agreement. The term “Agreement” as used in the Maintenance Agreement and in this Amendment hereafter shall mean the Maintenance Agreement as amended by this Amendment.

2. AMENDMENT TO TERM: From and after the Amendment Effective Date, the term of the Maintenance Agreement shall commence on the Amendment Effective Date and will be quarterly and shall automatically renew for additional consecutive terms of one quarterly period, unless either party elects to terminate this Maintenance Agreement effective at the end of the then-current quarterly period by providing written notice to the other party of its intent to terminate at least thirty (30) days prior to the expiration thereof. Upon termination by Customer, any outstanding fees incurred through the date of termination will become due and payable to Hyland.

3. PAYMENT OF ANNUAL MAINTENANCE FEES ON QUARTERLY BASIS: From and after the Amendment Effective Date, the parties agree that Hyland shall invoice Customer for the annual maintenance fees for each renewal maintenance period in quarterly (4) installments, with each such invoice to be sent at least forty-five (45) days prior to the end of the then-current quarter. Customer shall pay each such invoice in full on or prior to the first day of the quarter to which such invoice relates.

4. NO OTHER CHANGES: In all other respects the License Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year set forth after their respective names below:

CITY OF CEDAR FALLS

HYLAND SOFTWARE, INC.

By: _____

By:

James P. Brown, Mayor

Print Name:

Title:

ATTEST:

Date:

By: _____

Hyland Legal

Jacqueline Danielsen, City Clerk

Approved By:

Date: _____

Date:

SIRE TECHNOLOGIES
MAINTENANCE AGREEMENT
3676 West California Avenue Unit B100
Salt Lake City, UT 84114

This Maintenance Agreement is made by and between SIRE TECHNOLOGIES and:

CUSTOMER AND PRINCIPAL ADDRESS

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

hereafter referred to as "Customer". Under this Agreement, SIRE TECHNOLOGIES shall maintain the following Product, at the rates shown:

ANNUAL MAINTENANCE CHARGES

\$8,659.00

and on any attached schedule(s), hereafter called "the Product" according to the maintenance services set forth in the following "Terms and Conditions"

* Product - is defined as equipment and/or software as applicable

TERMS AND CONDITIONS

TERM. The initial term of this Agreement is for a period of 1 year and 120 days from the effective date of June 1, 2009. Upon expiration of the initial term of the Agreement, it shall be deemed renewed with the same terms and conditions for further successive periods of 5 year(s) unless either party has given the other party written notice not less than thirty (30) days prior to the expiration of the initial term or subsequent renewal term(s).

CHARGES. The charges for the maintenance described hereunder, are the total of the charges listed above. SIRE TECHNOLOGIES shall invoice the Customer sixty days prior to anniversary date, and the Customer shall pay the aggregate to SIRE TECHNOLOGIES within ten (45) days of the date of each invoice. SIRE TECHNOLOGIES has the right to increase maintenance charges at each anniversary or the effective date, by an amount not exceeding 5 percent of the total maintenance agreement. Written notice of such increase shall be given to the customer not less than thirty (30) days before the anniversary of the effective date. In addition, the Customer shall pay all federal, state, or local taxes on the services rendered or parts supplied.

SERVICE HOURS. When software is covered by this agreement, the maintenance agreement provides for unlimited telephone software support. If the Customer requests on site support the Customer will be billed at SIRE TECHNOLOGIES established service rates plus expenses. SIRE TECHNOLOGIES shall provide maintenance service as expeditiously as possible after notice from the Customer that the Product is inoperable. Service may be obtained during maintenance center office hours which are 6:00 AM to 6:00 PM daily (Mountain Standard Time), Monday through Friday, excluding public holidays. Service at times other than during maintenance center hours, shall be furnished upon the Customers request and at SIRE TECHNOLOGIES' established charges for labor and travel in effect at the time such service is performed.

RIGHT TO SUBCONTRACT. SIRE TECHNOLOGIES shall have the right to subcontract maintenance services to any qualified agent.

SERVICE NOTIFICATION. The Customer shall notify SIRE TECHNOLOGIES of suspected Product malfunction, by calling SIRE TECHNOLOGIES service and identifying the problem and symptoms. Notification may be made to SIRE TECHNOLOGIES via telephone, or email.

RISK OF LOSS. This Agreement does not cover service, maintenance or repair necessitated by loss or damage resulting from any cause beyond the control of SIRE TECHNOLOGIES, including, but not limited to loss or damage due to fire, water, lightning, earthquake, riot, unauthorized service or modifications, theft, or any other cause originating outside the Product. With respect to any loss or damage, SIRE TECHNOLOGIES shall submit to the Customer a description of the work to be done and request the Customer's consent to restore the Product to normal operating condition at SIRE TECHNOLOGIES' rates. If the Customer does not agree to restore Product to normal operating condition, SIRE TECHNOLOGIES shall have the right to terminate its obligations under this Agreement.

PERFORMANCE. SIRE TECHNOLOGIES shall exercise its best efforts in performing services covered under this Agreement, but shall not be liable for damages, direct or otherwise, for failure to perform services at a location deemed hazardous to health or safety or arising out of delays or failure in furnishing parts or services caused by Acts of God, Acts of Government, labor disputes or difficulties, failure of transportation, or other causes beyond its control, or for any consequential damage whatsoever.

LIABILITY. SIRE TECHNOLOGIES shall not be responsible, nor incur liability of any kind, nature or description to the Customer, its agents or employees or any other firm or corporation, whether direct or consequential, in event of failure or fault in condition or operation of the Product or for errors of omission in the transmission or display of information arising from the actual or alleged use of operation of the Product.

SIRE TECHNOLOGIES'S LIABILITY. SIRE TECHNOLOGIES shall procure and maintain in full force and effect at all times during the performance of on-site maintenance under this Agreement, Workmen's Compensation Insurance. SIRE TECHNOLOGIES personnel shall comply with all reasonable rules and regulations in effect at the Customer site.

DEFAULT. In the event of payment default by the Customer, SIRE TECHNOLOGIES shall be entitled to collect interest and collection costs, including court costs. In the event of default by the Customer in any term or condition herein, SIRE TECHNOLOGIES may, at its option, refuse service or terminate its obligations under this Agreement.

NOTIFICATION. Any notice required herein shall be in writing and shall be deemed given if mailed or delivered to the other party at its last known mailing address.

WAIVER. This instrument contains the entire Agreement of the parties. It cannot be changed, altered or modified orally. All changes or modifications must be in writing by the parties hereto.

TAX. The customer is responsible for any and all tax.

TYPES OF SUPPORT. Technical support includes telephone and email when the customer has problems or questions.

SOFTWARE SUPPORT. The customer will supply the conditions and data which caused the malfunction and help reproduce the failure.

Mike Smith CFO 6/1/09
SIRE TECHNOLOGIES TITLE DATE
Lauren Seathoff Info Sys. Mgr. 5/29/09
CUSTOMER TITLE DATE



DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS

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

MEMORANDUM

TO: Mayor James P. Brown and Cedar Falls City Council
FROM: Mark Ripplinger, Director, Municipal Operations & Programs
DATE: September 26, 2018
SUBJECT: Gold Star Family Monument Request – Veteran’s Memorial Park

At the September 13, 2018 Park & Recreation Commission meeting, veteran’s representatives Sid Morris and Mike Butler requested that a “Gold Star Family” monument be considered for installation at Veterans Memorial Park.

The purpose of the memorial monument is to honor Gold Star Families, preserve the memory of the fallen, and stand as a stark reminder that Freedom is not free. The black granite monument features two sides. One side bears the words: Gold Star Families Memorial Monument, a tribute to Gold Star Families and Relatives who have sacrificed a Loved One for our Freedom. The other side tells a story through the four granite panels: Homeland, Family, Patriot, and Sacrifice. The scenes on each panel are a reflection of each community’s Gold Star Families and their fallen Heroes. At the center of this tribute is the most distinct feature of the monument, the cut out which represents the loved one who paid the ultimate sacrifice in the name of Freedom.

The project will be entirely funded with private donations. The city may choose to help with installation depending on work load. The fundraising will likely need to be coordinated through the Amvets where they collect the donations, purchase the memorial and then donate it back to the City. Another possibility could be collecting funds through the Community Foundation.

The Department of Municipal Operations and Programs recommends that the Gold Star Family memorial monument be approved subject to private donations funding the project. Feel free to contact me if you have questions or comments.

Item G.2.f.



CEDAR FALLS PARK & RECREATION COMMISSION

110 E. 13th Street Cedar Falls, IA 50613

PARK AND RECREATION COMMISSION

Minutes

September 13, 2018

- I. Meeting was called to order at 4:30 p.m. by Erik Blanchard.
- II. Roll Call
 - Present: Blanchard, Bowman, Stalnaker, Mattfeld, Lilly
 - Absent: Nixon, Struck
 - Staff: Heath, Frost, Ripplinger
- III. Introduction of Guests/New Commission Members
 - Welcomed Mike Butler and Sid Morris from the Veterans of Foreign Wars who are attending the meeting to discuss the Gold Star Family Memorial for Veterans Park.
- IV. Approval of Minutes: July 12, 2018
 - Stalnaker had a question about the minutes concerning the Coach Pitch youth baseball league. Ripplinger answered his questions.
 - Motion by Mattfeld 2nd by Lilly to approve the minutes. Approved 5-0.
- V. Correspondence
 - None
- VI. Agenda Revisions and Public Forum
 - None
- VII. Commission Feedback – Questions, Comments
 - Verink requested that if the Commission members have comments related to recreation facilities, to please pass them on to him or appropriate staff in a timely manner.
- VIII. Unfinished Business
 - A. A “Place To Play” Playground Update
 - Ripplinger reported that the fundraising goal has been met. There will be a ground-breaking ceremony at Greenhill Park on September 29th at 11:00 am. Mattfeld questioned the naming of the park. Ripplinger responded that the park would still be Greenhill Park but may possibly be referred to as the “Place To Play” Playground at the park.

B. Pickleball Update

- Heath reported that the courts are substantially complete. Sidewalks to the parking area will need to be poured, new benches, electrical and signage installed. The courts are already being used a lot. Ribbon Cutting September 25th at 4:00 pm with a September 27th at 4:00 pm rain date.
- Mattfeld asked if there would be more courts expanded throughout town. Ripplinger responded that there had been some inquiries for northern Cedar Falls however no official request has been received.

C. Request for Memorial Plaque at Peter Melendy Park

- Peter Melendy is still under construction so there has been no change regarding this subject.

D. Cedar River improvements

- Constultants are waiting to do a bathymetric survey of the river floor. This has been problematic due to high water, flooding, and IDNR rules regarding dropping levels in the river. The survey may not happen in October as planned.

E. Pettersen Plaza Update

- Ritland Kuiper will be completing two concepts of the plaza area including cost opinions. The concepts will be presented to the Park & Rec. Commission for review.

IX. New Business

A. Election of Officers

- Motion by Bowman 2nd by Mattfeld to wait until more members are present. Approved 5-0.
- Bowman elected 2nd Vice Chair due to the anticipated absence of Nixon over the next several months.

B. Vets Park – Gold Star Family Memorial – Phase V

- Mike Butler and Sid Morris shared pictures of other Gold Star Family Memorials that are in Iowa. The intent of this particular monument is to honor families of fallen soldiers.
- The monument would be purchased from the company that manufactures the memorials. They are all the same shape and material. However, the engraving would be decided locally. Mattfeld suggested the “four freedoms” by Norman Rockwell be considered. There would be something engraved on both sides of the memorial.
- There was a question where it should be placed. Butler and Morris said the Veterans groups felt it should be in the Veterans Park to tie all the military memorial pieces together. Staff will work with Morris and Butler to find an appropriate location then bring that back to the commission for their consideration.
- Motion by Bowman 2nd by Mattfeld to send a recommendation to City Council to purse the concept of placing the Gold Star Family Memorial in an appropriate location in the Veterans Park. Approved 5-0.

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X. Reports

A. Recreation

- Falls being winterized
- 82,000 Open Rec swimmers this summer
- Doggie Dip – 401 Dogs and 740 people
- Holmes and Peet open for open rec swim
- Labor Day pit flooded at FAC putting 6 motors under water
- Daily Rec Calendar put on Cardio Machines
- Staff working on CIP
- New Umpire Contract being renewed
- Adult Kickball – 12 teams
- Falls Adult Softball – 17 teams
- NFL Flag Football – 510 teams
- Volunteer coaches being used for Flag Football
- Staff working on Goals & Objectives

B. PW/Park/Director

- Clay Street shelter dedication – Rotary Sign
- EAB removal & stump grinding
- Peter Melendy flood repair
- Center St Trail improvement ongoing
- Trail & washout repair
- Gardens maintenance
- Bike Repair Station installed at Big Woods Campground
- Bike rack installed at Beach House
- Hearst Center Bio Cell
- Lonetree Rd Tree Planting. Adult Volunteers and 500 students to plant 100 trees from Center St to Big Woods Road. Tuesday September 25th.
- Walter Ridge irrigation repair

XI. Agenda Items - Next Meeting

- Rec Center Renaming
- Seerley Park, “Little Free Library” request

XII. Next Meeting:

- October 11, 2018 4:30 p.m., Cedar Falls Recreation Center

XIII. Meeting was adjourned at 5:20 pm

Motion by Lilly 2nd by Bowman Approved 5-0



2791

Gold Star
Families
Memorial
Monument

A tribute to

Gold Star
Mothers,
Fathers,
and
Relatives

who sacrificed
a Loved One
for our Freedom

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HOMELAND

*I look for fallen from the family tree
 I keep hearing a voice that says
 "Come out for me"
 Remember the best times, the laughter, the song
 The good life I lived while I was strong
 Continue my heritage
 I'm counting on you
 Keep smiling and surely the sun will shine through
 My heart is at ease, my soul is at rest
 Remembering all that I truly was blessed
 Continue traditions, so nation lives well
 Grow with your life, don't worry about falls
 I love you all dearly, so keep up your pride
 I wish the day would not be forgotten again*

FAMILY



PATRIOT



*I carried you on eagles'
 wings and brought you here to Me.*

Exodus 19:4



SACRIFICE

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Gold Star
Families
Memorial
Monument

A tribute to

Mothers,
Fathers,
and
Gold Star
Families

who sacrificed
a Loved One
for our Freedom.

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CEDAR FALLS POLICE DEPARTMENT

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

319-273-8612

MEMORANDUM

To: Mayor Brown, City Council Members
From: Jeff Olson, Director of Public Safety Services/Chief of Police
Date: September 25, 2018
Re: Tobacco Enforcement Agreement

Attached you will find a tobacco enforcement agreement between the City of Cedar Falls and the Iowa Alcoholic Beverages Division. This agreement requires the Police Division to conduct one compliance check on all retail businesses that sell tobacco between October 1, 2018 and February 15, 2019. The Division shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection no later than May 15, 2019. The Iowa Alcoholic Beverages Division will reimburse the City seventy-five dollars per compliance check.

This agreement is similar to those that we have entered into over the past several years and I recommend its approval.

**28E AGREEMENT FOR
TOBACCO, ALTERNATIVE NICOTINE AND
VAPOR PRODUCT ENFORCEMENT**

SCHEDULE 3

THIS AGREEMENT is made and entered into on this ____ day of _____, 2018 by and between the Iowa Alcoholic Beverages Division (“ABD”), and the Cedar Falls Police Department (The “Department”). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 **Iowa ABD.** The ABD is authorized pursuant to Iowa Code Chapter 453A and a Memorandum of Understanding with the Iowa Department of Public Health to provide enforcement for Iowa’s tobacco, alternative nicotine and vapor product laws. The ABD’s address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

1.2 **Department.** The Department operates a duly recognized Iowa law enforcement agency. The Department’s address is:

Cedar Falls Police Department
220 Clay Street, Cedar Falls, Iowa 50613

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2019, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

5.1 Responsibilities of the Department.

5.1.1 **Local Tobacco, Alternative Nicotine and Vapor Product Enforcement.** The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.

5.1.2 **Compliance Checks.** "Compliance checks" mean activity to enforce tobacco, alternative nicotine and vapor product laws in accordance with Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may

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include enforcement of § 453A.2 within additional jurisdictions upon agreement of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

The Department shall not begin to conduct any retailer compliance checks until October 1, 2018.

The compliance check shall be completed and submitted for reimbursement to ABD by **February 15, 2019**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2018 business year, but not before October 1, 2018. If the department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2018 business year, the Department shall work with ABD to establish a plan for completing these compliance checks.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2019**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **February 15, 2019**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

- 5.1.3 Youth Volunteers.** Utilization of youth volunteers is strongly encouraged where feasible. The Department may compensate the youth involved in the compliance

checks in a manner consistent with Section 6. Keep in mind that the federal government (SYNAR) will not allow minors under the age of sixteen (16) to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with a youth younger than age 16.

- 5.1.4 Routine Enforcement.** In addition to conducting compliance checks, the Department agrees to regularly enforce youth tobacco, alternative nicotine and vapor product laws by ticketing youth offenders.
- 5.1.5 Civil Proceedings.** The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and minors. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.
- 5.1.6 Compliance Reports.** The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.
- 5.1.7 Miscellaneous.** The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

5.2 Responsibilities of the ABD.

- 5.2.1 Enforcement Guidance.** The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.
- 5.2.4 Payment.** The ABD shall pay the Department in the manner described in Section 6.
- 5.2.5 Cooperation.** If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.
- 5.2.6 Insurance, Benefits and Compensation.** The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited

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to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

SECTION 6. PAYMENT TO DEPARTMENT.

- 6.1 Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of youth participants is the sole responsibility of the Department and is to be paid from the flat fee payment.
- 6.2 Eligible Claims.** Compliance checks that are conducted on or after **October 1, 2018** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of youth participants. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
- 6.3.2 Payment in Arrears.** The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

SECTION 7. ADMINISTRATION OF AGREEMENT. The ABD and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

- 10.1 Termination for Convenience.** Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.
- 10.2 Termination Due to Lack of Funds or Change in the Law.** Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, ABD shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:
- 10.2.1** The legislature or governor fail in the sole opinion of ABD to appropriate funds sufficient to allow ABD to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract:
- 10.2.2** If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ABD to make any payment hereunder are insufficient or unavailable for any other reason as determined by ABD in its sole discretion.
- 10.3 Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:
- 10.3.1** Failure to observe and perform any covenant, condition or obligation created by the Agreement;
- 10.3.2** Failure to make substantial and timely progress toward performance of the Agreement;
- 10.3.3** Failure of the party's work product and services to conform with any specifications noted herein;
- 10.3.4** Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.
- 10.4 Notice of Default.** If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance

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continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

10.4.1 Immediately terminate the Agreement without additional written notice; or,

10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

SECTION 11. INDEMNIFICATION.

11.1 By ABD. Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

11.2 By the Department. Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

SECTION 12. CONTACT PERSON.

12.1 Contact Person. At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

SECTION 13. CONTRACT ADMINISTRATION.

13.1 Amendments. The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.

13.2 Third Party Beneficiaries. There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.

- 13.3 **Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 13.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 **Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

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If to ABD:

Jessica Ekman
Tobacco Program Coordinator
Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road
Ankeny, Iowa 50021
515-281-7434
Email: Ekman@IowaABD.com

If to Department:

Chief Jeff Olson
Cedar Falls Police Department
220 Clay Street
Cedar Falls, Iowa 50613
Email:

- 13.11 Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.
- 13.12 Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 13.13 Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 13.14 Authorization.** Each party to the Agreement represents and warrants to the other that:
- 13.14.1** It has the right, power and authority to enter into and perform its obligations under the Agreement.
- 13.14.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 13.15 Successors in Interest.** All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 13.16 Record Retention and Access.** The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to

ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.

13.17 Additional Provisions. The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.

13.18 Further Assurances and Corrective Instruments. The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 14. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

By Alcoholic Beverages Division

Joshua Happe, Regulatory Compliance Bureau Chief

Date

By Law Enforcement Agency

Department Official

Date

Department Witness

Date



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

INTEROFFICE MEMORANDUM
Administration Division

TO: Mayor Brown & City Council
FROM: Jon Resler, PE, City Engineer
DATE: September 26, 2018
SUBJECT: FEMA Provisionally Accredited Levee Requirement

The Federal Emergency Management Agency (FEMA) is requiring that the City provide design criteria, operational plan, drainage plan, and maintenance plan information regarding the City's levee for FEMA to continue accrediting the levee with protection from the base flood. Upon request, FEMA allows a Provisionally Accredited Levee (PAL) label on the Digital Flood Insurance Rate Map (DFIRM) during the time it takes to collect all necessary information. Staff recommends requesting a PAL, allowing Cedar Falls the time to complete levee construction and to compile updated documents to submit. We will submit required items for certification at the 500 year flood event by November 20, 2020.

The information required for the provisional accreditation is outlined in the attached letter from FEMA. FEMA requires that a Letter of Agreement and Request for Provisionally Accredited Levee Designation be signed and submitted before November 20, 2018.

Xc: Stephanie Houk Sheetz, AICP, Director of Community Development



FEMA

August 22, 2018

RECEIVED

AUG 27 2018

**COMMUNITY DEVELOPMENT
DEPARTMENT**

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

Dear Mayor Brown:

This letter is in regard to the Cedar Falls, IA Levee 51505520001 (Cedar Falls Levee) shown on the effective Flood Insurance Rate Map (FIRM) and in the effective Flood Insurance Study (FIS) report for Black Hawk County, Iowa. The Department of Homeland Security, Federal Emergency Management Agency (FEMA), is producing a countywide FIS report and Digital Flood Insurance Rate Map (DFIRM) for Black Hawk County as part of FEMA's Risk Mapping, Assessment and Planning (Risk MAP) program.

During the DFIRM production, FEMA determined that the flood hazard information presented on the effective FIRM and in the FIS report is based, in some areas, on flood protection provided by the Cedar Falls Levee. Based on the information available and on the mapping standards of the National Flood Insurance Program (NFIP) when the FIS was performed, FEMA accredited the levee with providing protection from the flood that has a 1-percent-chance of being equaled or exceeded in any given year. This 1-percent-annual-chance flood is also referred to as the "base flood."

For FEMA to continue to accredit the identified levee with providing protection from the base flood, the levee must meet the requirements of the Code of Federal Regulations, Title 44, Section 65.10 (44 CFR 65.10), entitled "Mapping of Areas Protected by Levee Systems" (copy enclosed). In accordance with 44 CFR 65.10(a), the community or other party seeking recognition of a levee system is responsible for providing the data defined and outlined within the regulation. Please note, the design and construction data provided must be certified by a registered professional engineer or by a federal agency with responsibility for levee design.

FEMA understands that it may take time to acquire and/or assemble the documentation necessary to fully comply with 44 CFR 65.10. Therefore, FEMA has incorporated a process into the aggressive schedule of Risk MAP that, if needed, will provide you with additional time to submit all the necessary documentation. Initiation of this process can take place only if you, the levee owner, sign and return the enclosed agreement within 90 days of the date of this letter (before November 20, 2018). Completion and submittal of the enclosed agreement will officially request that FEMA label the levee as a Provisionally Accredited Levee (PAL) on the DFIRM and will serve as your agreement that, to the best of your knowledge, the levee meets the requirements of 44 CFR 65.10. The completed agreement must be submitted before November 20, 2018, for the levee to receive the PAL designation.

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The Honorable Jim Brown, Mayor

August 22, 2018

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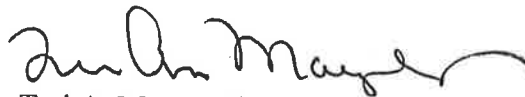
By endorsing the agreement, you agree to provide all the necessary documentation to comply with 44 CFR 65.10 before November 20, 2020. If you are unable to submit all of the documentation necessary to meet the requirements of 44 CFR 65.10 before this date, FEMA will initiate a map revision which will show certain areas on the landward side of the levee as flood-prone.

The levee will be labeled as PAL during the 24-month period to convey to map users that levee certification verification is underway. FEMA recommends that you, the levee owner, implement outreach efforts to inform affected property owners that an assessment of the levee is underway. FEMA also encourages the purchase of flood insurance, even though coverage is not federally required.

If the documentation necessary to fully comply with 44 CFR 65.10, including an existing operation and maintenance plan and record of an on-site inspection by a registered professional engineer, is readily available, please submit the data to this office within 30 days of the date of this letter. Upon receipt of your submittal, FEMA will review the data and determine whether the levee will continue to be accredited with providing protection from the base flood.

If you have additional questions regarding the specific submittal requirements, please contact Dawn Livingston of my staff at (816) 283-7055. We look forward to working with you and community officials to address this important matter. If there is anything we can do to facilitate the submittal process, please let us know.

Sincerely,



Teri A. Mayer, Chief
Risk Analysis Branch

Enclosures:

PAL Agreement

Code of Federal Regulations, Title 44, Section 65.10

"Levee Mapping – Complying with 44 CFR 65.10"

"Meeting the Criteria for Accrediting Levees on Flood Maps: How-to-Guide for Floodplain Managers and Engineers"

cc: Ron Gaines, City Administrator, City of Cedar Falls
Jon Resler, P.E., City Engineer, City of Cedar Falls
Stephanie Houk Sheetz, AICP, Director of Community Development, City of Cedar Falls
Bill Cappuccio, State of Iowa NFIP Coordinator
Shirley Johnson, Hydrologist, U.S. Army Corps of Engineers, Rock Island District
Senator Chuck Grassley
Senator Joni Ernst
Representative Rob Blum



FEMA

Letter of Agreement and Request for Provisionally Accredited Levee (PAL) Designation and Agreement to Provide Adequate Compliance with the Code of Federal Regulations, Title 44, Section 65.10 (44 CFR 65.10)

We, the undersigned, have received the letter from FEMA dated August 22, 2018, and the enclosed document entitled "44 CFR Section 65.10: Mapping of Areas Protected by Levee Systems." We understand that FEMA is in the process of providing updated flood maps for Black Hawk County, Iowa, and that the area behind the levee known as the Cedar Falls, IA Levee 51505520001 will be remapped to reflect that the levee has been designated as a PAL.

To the best of our knowledge, the Cedar Falls, IA Levee 51505520001 currently meets the requirements of 44 CFR 65.10. We hereby submit to FEMA, within 90 days (before November 20, 2018) our agreement to provide FEMA with all the necessary information to show that Cedar Falls, IA Levee 51505520001 complies with 44 CFR 65.10. We understand that this documentation will be required before November 20, 2020. This information will allow FEMA to move forward with the flood mapping for Black Hawk County, Iowa. We fully understand that if complete documentation of compliance with 44 CFR 65.10 is not provided within the designated timeframe of 24 months, FEMA will initiate a revision to the Flood Insurance Rate Map to redesignate the area as floodprone.

City of Cedar Falls Representative:

_____ (signature)

_____ (print)

Date: _____

Other (if applicable):

_____ (signature)

_____ (print)

Date: _____

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a reissuance or revision of the flood insurance study or maps and will be deferred until such time as a significant change occurs;

(f) An additional 90 days is required to evaluate the scientific or technical data submitted; or

(g) Additional data are required to support the revision request.

(h) The required payment has not been submitted in accordance with 44 CFR part 72, no review will be conducted and no determination will be issued until payment is received.

[51 FR 30315, Aug. 25, 1986; 61 FR 46331, Aug. 30, 1996, as amended at 62 FR 5736, Feb. 6, 1997]

§ 65.10 Mapping of areas protected by levee systems.

(a) *General.* For purposes of the NFIP, FEMA will only recognize in its flood hazard and risk mapping effort those levee systems that meet, and continue to meet, minimum design, operation, and maintenance standards that are consistent with the level of protection sought through the comprehensive flood plain management criteria established by § 60.3 of this subchapter. Accordingly, this section describes the types of information FEMA needs to recognize, on NFIP maps, that a levee system provides protection from the base flood. This information must be supplied to FEMA by the community or other party seeking recognition of such a levee system at the time a flood risk study or restudy is conducted, when a map revision under the provisions of part 65 of this subchapter is sought based on a levee system, and upon request by the Administrator during the review of previously recognized structures. The FEMA review will be for the sole purpose of establishing appropriate risk zone determinations for NFIP maps and shall not constitute a determination by FEMA as to how a structure or system will perform in a flood event.

(b) *Design criteria.* For levees to be recognized by FEMA, evidence that adequate design and operation and maintenance systems are in place to provide reasonable assurance that protection from the base flood exists must be provided. The following requirements must be met:

(1) *Freeboard.* (i) Riverine levees must provide a minimum freeboard of three feet above the water-surface level of the base flood. An additional one foot above the minimum is required within 100 feet in either side of structures (such as bridges) riverward of the levee or wherever the flow is constricted. An additional one-half foot above the minimum at the upstream end of the levee, tapering to not less than the minimum at the downstream end of the levee, is also required.

(ii) Occasionally, exceptions to the minimum riverine freeboard requirement described in paragraph (b)(1)(i) of this section, may be approved. Appropriate engineering analyses demonstrating adequate protection with a lesser freeboard must be submitted to support a request for such an exception. The material presented must evaluate the uncertainty in the estimated base flood elevation profile and include, but not necessarily be limited to an assessment of statistical confidence limits of the 100-year discharge; changes in stage-discharge relationships; and the sources, potential, and magnitude of debris, sediment, and ice accumulation. It must be also shown that the levee will remain structurally stable during the base flood when such additional loading considerations are imposed. Under no circumstances will freeboard of less than two feet be accepted.

(iii) For coastal levees, the freeboard must be established at one foot above the height of the one percent wave or the maximum wave runup (whichever is greater) associated with the 100-year stillwater surge elevation at the site.

(iv) Occasionally, exceptions to the minimum coastal levee freeboard requirement described in paragraph (b)(1)(iii) of this section, may be approved. Appropriate engineering analyses demonstrating adequate protection with a lesser freeboard must be submitted to support a request for such an exception. The material presented must evaluate the uncertainty in the estimated base flood loading conditions. Particular emphasis must be placed on the effects of wave attack and overtopping on the stability of the levee. Under no circumstances, however, will a freeboard of less than two

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feet above the 100-year stillwater surge elevation be accepted.

(2) *Closures.* All openings must be provided with closure devices that are structural parts of the system during operation and design according to sound engineering practice.

(3) *Embankment protection.* Engineering analyses must be submitted that demonstrate that no appreciable erosion of the levee embankment can be expected during the base flood, as a result of either currents or waves, and that anticipated erosion will not result in failure of the levee embankment or foundation directly or indirectly through reduction of the seepage path and subsequent instability. The factors to be addressed in such analyses include, but are not limited to: Expected flow velocities (especially in constricted areas); expected wind and wave action; ice loading; impact of debris; slope protection techniques; duration of flooding at various stages and velocities; embankment and foundation materials; levee alignment, bends, and transitions; and levee side slopes.

(4) *Embankment and foundation stability.* Engineering analyses that evaluate levee embankment stability must be submitted. The analyses provided shall evaluate expected seepage during loading conditions associated with the base flood and shall demonstrate that seepage into or through the levee foundation and embankment will not jeopardize embankment or foundation stability. An alternative analysis demonstrating that the levee is designed and constructed for stability against loading conditions for Case IV as defined in the U.S. Army Corps of Engineers (COE) manual, "Design and Construction of Levees" (EM 1110-2-1913, Chapter 6, Section II), may be used. The factors that shall be addressed in the analyses include: Depth of flooding, duration of flooding, embankment geometry and length of seepage path at critical locations, embankment and foundation materials, embankment compaction, penetrations, other design factors affecting seepage (such as drainage layers), and other design factors affecting embankment and foundation stability (such as berms).

(5) *Settlement.* Engineering analyses must be submitted that assess the po-

tential and magnitude of future losses of freeboard as a result of levee settlement and demonstrate that freeboard will be maintained within the minimum standards set forth in paragraph (b)(1) of this section. This analysis must address embankment loads, compressibility of embankment soils, compressibility of foundation soils, age of the levee system, and construction compaction methods. In addition, detailed settlement analysis using procedures such as those described in the COE manual, "Soil Mechanics Design—Settlement Analysis" (EM 1100-2-1904) must be submitted.

(6) *Interior drainage.* An analysis must be submitted that identifies the source(s) of such flooding, the extent of the flooded area, and, if the average depth is greater than one foot, the water-surface elevation(s) of the base flood. This analysis must be based on the joint probability of interior and exterior flooding and the capacity of facilities (such as drainage lines and pumps) for evacuating interior floodwaters.

(7) *Other design criteria.* In unique situations, such as those where the levee system has relatively high vulnerability, FEMA may require that other design criteria and analyses be submitted to show that the levees provide adequate protection. In such situations, sound engineering practice will be the standard on which FEMA will base its determinations. FEMA will also provide the rationale for requiring this additional information.

(c) *Operation plans and criteria.* For a levee system to be recognized, the operational criteria must be as described below. All closure devices or mechanical systems for internal drainage, whether manual or automatic, must be operated in accordance with an officially adopted operation manual, a copy of which must be provided to FEMA by the operator when levee or drainage system recognition is being sought or when the manual for a previously recognized system is revised in any manner. All operations must be under the jurisdiction of a Federal or State agency, an agency created by Federal or State law, or an agency of a community participating in the NFIP.

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(1) *Closures.* Operation plans for closures must include the following:

(i) Documentation of the flood warning system, under the jurisdiction of Federal, State, or community officials, that will be used to trigger emergency operation activities and demonstration that sufficient flood warning time exists for the completed operation of all closure structures, including necessary sealing, before floodwaters reach the base of the closure.

(ii) A formal plan of operation including specific actions and assignments of responsibility by individual name or title.

(iii) Provisions for periodic operation, at not less than one-year intervals, of the closure structure for testing and training purposes.

(2) *Interior drainage systems.* Interior drainage systems associated with levee systems usually include storage areas, gravity outlets, pumping stations, or a combination thereof. These drainage systems will be recognized by FEMA on NFIP maps for flood protection purposes only if the following minimum criteria are included in the operation plan:

(i) Documentation of the flood warning system, under the jurisdiction of Federal, State, or community officials, that will be used to trigger emergency operation activities and demonstration that sufficient flood warning time exists to permit activation of mechanized portions of the drainage system.

(ii) A formal plan of operation including specific actions and assignments of responsibility by individual name or title.

(iii) Provision for manual backup for the activation of automatic systems.

(iv) Provisions for periodic inspection of interior drainage systems and periodic operation of any mechanized portions for testing and training purposes. No more than one year shall elapse between either the inspections or the operations.

(3) *Other operation plans and criteria.* Other operating plans and criteria may be required by FEMA to ensure that adequate protection is provided in specific situations. In such cases, sound emergency management practice will be the standard upon which FEMA determinations will be based.

(d) *Maintenance plans and criteria.* For levee systems to be recognized as providing protection from the base flood, the maintenance criteria must be as described herein. Levee systems must be maintained in accordance with an officially adopted maintenance plan, and a copy of this plan must be provided to FEMA by the owner of the levee system when recognition is being sought or when the plan for a previously recognized system is revised in any manner. All maintenance activities must be under the jurisdiction of a Federal or State agency, an agency created by Federal or State law, or an agency of a community participating in the NFIP that must assume ultimate responsibility for maintenance. This plan must document the formal procedure that ensures that the stability, height, and overall integrity of the levee and its associated structures and systems are maintained. At a minimum, maintenance plans shall specify the maintenance activities to be performed, the frequency of their performance, and the person by name or title responsible for their performance.

(e) *Certification requirements.* Data submitted to support that a given levee system complies with the structural requirements set forth in paragraphs (b)(1) through (7) of this section must be certified by a registered professional engineer. Also, certified as-built plans of the levee must be submitted. Certifications are subject to the definition given at §65.2 of this subchapter. In lieu of these structural requirements, a Federal agency with responsibility for levee design may certify that the levee has been adequately designed and constructed to provide protection against the base flood.

[51 FR 30316, Aug. 25, 1986]

§65.11 Evaluation of sand dunes in mapping coastal flood hazard areas.

(a) *General conditions.* For purposes of the NFIP, FEMA will consider storm-induced dune erosion potential in its determination of coastal flood hazards and risk mapping efforts. The criterion to be used in the evaluation of dune erosion will apply to primary frontal dunes as defined in §59.1, but does not

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Meeting the Criteria for Accrediting Levee Systems on Flood Insurance Rate Maps: How-To Guide for Floodplain Managers and Engineers

The National Flood Insurance Program (NFIP) defines a levee system in Title 44, Chapter 1, Section 59.1 of the Code of Federal Regulations ([44 CFR 59.1](#)) as a flood risk reduction system that consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices to protect a hydraulically distinct area. Within the NFIP, a levee is a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

As part of the [flood mapping process](#), the Federal Emergency Management Agency (FEMA), and its State and local mapping partners, review and evaluate levee system data and documentation. Any community and/or other party seeking recognition or continued recognition of a levee system on a Flood Insurance Rate Map (FIRM) must provide FEMA with data and documentation, certified by a registered professional engineer, showing that the levee system is expected to provide 1-percent-annual-chance (base) flood risk reduction.

To be mapped on a FIRM as providing base flood risk reduction, levee systems must meet and continue to meet the NFIP minimum design, operation, and maintenance requirements described in Title 44, Chapter 1, Section 65.10 of the Code of Federal Regulations ([44 CFR 65.10](#)). FEMA has posted several guidance documents related to levee accreditation, mapping, and other topics. Please access the [Levee Resources Library](#) for updated guidance documents. To help clarify the responsibilities of community officials, levee owners, or other parties seeking recognition of a levee system identified during a study/mapping project, FEMA has posted several [guidance documents](#) related to levee accreditation, mapping, and other related topics. This document provides information regarding how FEMA maps levee systems, a checklist of the types of data and documentation that must be submitted for levee systems to be accredited on FIRMs, and an index of further resources.

A NOTE ABOUT FLOOD RISK AND FLOOD INSURANCE

Levee systems are designed to provide a specific level of protection. They can be overtopped or fail during flood events larger than those for which the system was designed. Levee systems also decay over time, which may increase the likelihood of failure. They require regular maintenance and periodic upgrades to retain their level of protection. When levees do fail, the resulting damage, including loss of life, may be much greater than if the levee system had not been built.

For all these reasons, FEMA strongly encourages people in levee-impacted areas to understand their flood risk, know and follow evacuation procedures, and protect their property by purchasing flood insurance, floodproofing their structure, or taking other precautionary measures. For more information on flood insurance, please visit [FloodSmart.gov](#).

RISK MAPPING, ASSESSMENT, AND PLANNING PROGRAM (RISK MAP)

The Federal Emergency Management Agency's Risk MAP Program delivers quality data that increases public awareness and leads to action to reduce risk to life and property. Risk MAP is a nationwide program that works in collaboration with States, Tribes, and Local communities using best available science, rigorously vetted standards, and expert analysis to identify risk and promote mitigation action, resulting in safer, more resilient communities.

HOW FEMA MAPS LEVEE SYSTEMS

FEMA mapping requirements are designed to provide accurate, up-to-date flood hazard and risk information to people living and working landward of levee systems so that they may make wise decisions to minimize loss of life and damage to property due to flooding. FEMA does not evaluate the performance of a levee system—this is the responsibility of the levee owner. FEMA is responsible for establishing levee system evaluation and mapping standards, determining flood insurance risk zones, and reflecting these determinations on FIRMs.

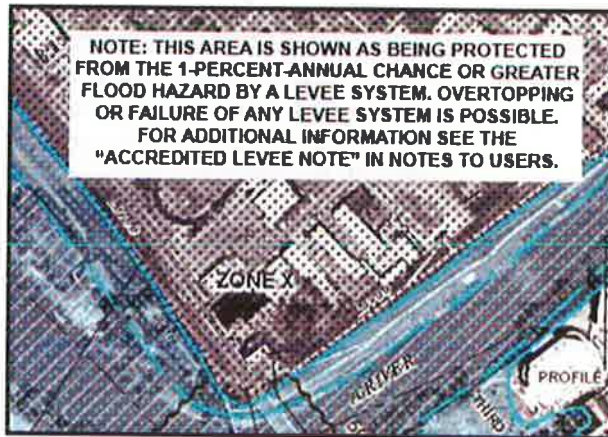


Figure 1. Accredited Levee System

Accredited Levee System

An accredited levee system is a system that FEMA has determined to meet the design, data, and documentation requirements of 44 CFR 65.10; it therefore can be shown on a FIRM as reducing the base flood hazard. This determination is based on a submittal, by or on behalf of a community, which includes 44 CFR 65.10—compliant data and documentation, certified by a registered professional engineer. The area landward of an accredited levee system is shown on the FIRM as a moderate-hazard area, labeled Zone X (shaded), except for areas of interior drainage flooding such as ponding areas, which will be shown as high-hazard areas, called Special Flood Hazard Areas (SFHAs). Flood insurance is not mandatory in Zone X (shaded) areas, but it is mandatory in SFHAs. FEMA strongly encourages flood insurance for all structures in floodplains and especially in areas landward of levees.

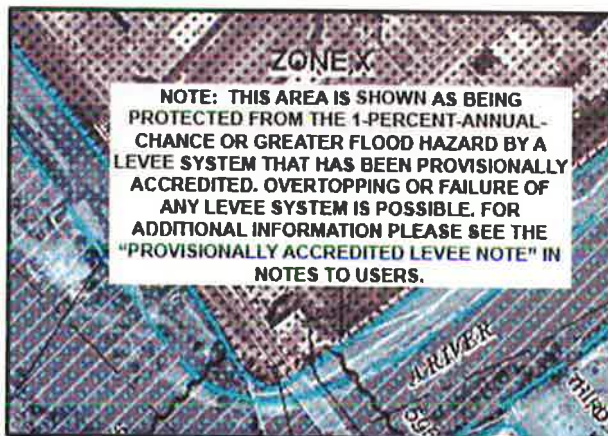


Figure 2. Provisionally Accredited Levee System

Provisionally Accredited Levee (PAL) System

The Provisionally Accredited Levee (PAL) designation may be used for a levee system that FEMA has previously accredited as providing base flood hazard reduction on an effective FIRM, and for which FEMA is awaiting data and/or documentation that will show the levee system is compliant with 44 CFR 65.10. Before FEMA will apply the PAL designation to a levee system, the community or levee owner needs to sign and return an agreement indicating that the data and documentation required for compliance with 44 CFR 65.10 will be provided within a specified timeframe. Where PAL requirements are met, the impacted area landward of a PAL system on the updated FIRM is shown as a moderate-hazard area, labeled Zone X (shaded) and a PAL note is added. Therefore, flood insurance is not mandatory for

insurable structures in the area landward of a levee system with a PAL designation; however, flood insurance and other protective measures are strongly encouraged by FEMA. A community is eligible to receive a PAL designation for a levee system only once.

Levee System: Non-Accredited or De-accredited

If the levee system is not shown as providing base flood hazard reduction on an effective FIRM, the system is considered to be non-accredited and the levee-impacted area is mapped as Zone AE or Zone A on a FIRM following [implementation of analysis and mapping procedures](#) depending on approaches and type of study performed for the area. If the levee system was previously shown as providing base flood protection on an effective FIRM but does not meet PAL requirements, FEMA will perform analysis procedures to effectively remove accreditation or “de-accredit” the levee system and will re-map the affected area landward of the levee as an SFHA, labeled Zone AE or Zone A depending on the type of study performed. Flood insurance is required for insurable structures in SFHAs, if they have with federally backed mortgages.








Figure 3. Levee System: Non-Accredited or De-accredited








The checklist provided on the following pages is meant to assist local community officials and levee owners in gathering the 44 CFR 65.10—compliant data and documentation required for FEMA to recognize a levee system with 1-percent-annual-chance flood hazard reduction on the community’s FIRM (accreditation). Where possible, text from the actual NFIP regulations (44 CFR 65.10) was used in the following table.

The checklist is set up according to the appropriate paragraph of 44 CFR 65.10. For example, Design Criteria can be found in Paragraph 65.10(b):

Design Criteria ^a	Section of the NFIP Regulations: 65.10(b)
	<p>Description: For levee systems to be recognized (i.e., accredited) by FEMA, evidence that adequate design and operation and maintenance systems are in place to provide reasonable assurance that protection from the base flood exists must be provided.</p>

Design Criteria	Section of the NFIP Regulations: 65.10(b)
<p>Description: For levee systems to be accredited by FEMA, communities and/or levee owners must submit data and documentation to show that adequate design and operations and maintenance systems are in place to provide reasonable assurance that the levee has, and will continue to have, base flood risk reduction capability.</p>	
<p>Checklist for Design Criteria:</p>	
	<p>Freeboard. The minimum freeboard required is 3 feet above the Base Flood Elevation (BFE) all along the length of the levee, with an additional 1 foot within 100 feet of structures (such as bridges) or wherever the flow is restricted, and an additional 0.5 foot at the upstream end of a levee. Levees impacted by coastal flooding have special freeboard requirements (see Paragraphs 65.10(b)(1)(iii) and (iv)).</p>
	<p>Closures. All openings must be provided with closure devices that are structural parts of the system during operation and designed according to sound engineering practice.</p>
	<p>Embankment Protection. Engineering analyses must be submitted that demonstrate that no appreciable erosion of the levee embankment can be expected during the base flood, as a result of either currents or waves, and that anticipated erosion will not result in failure of the levee embankment or foundation directly or indirectly through reduction of the seepage path and subsequent instability.</p>
	<p>Embankment and Foundation Stability Analyses. Engineering analyses that evaluate levee embankment stability must be submitted. The analyses provided must evaluate expected seepage during loading conditions associated with the base flood and must demonstrate that seepage into or through the levee foundation and embankment will not jeopardize embankment or foundation stability. An alternative analysis demonstrating that the levee is designed and constructed for stability against loading conditions for Case IV as defined in the U.S. Army Corps of Engineers (USACE) Engineer Manual 1110-2-1913, <i>Design and Construction of Levees</i>, (Chapter 6, Section II), may be used.</p>
	<p>Settlement Analyses. Engineering analyses must be submitted that assess the potential and magnitude of future losses of freeboard as a result of levee settlement and demonstrate that freeboard will be maintained. This analysis must address embankment loads, compressibility of embankment soils, compressibility of foundation soils, age of the levee system, and construction compaction methods. In addition, detailed settlement analysis using procedures such as those described in USACE Engineer Manual 1110-1-1904, <i>Soil Mechanics Design— Settlement Analysis</i>, must be submitted.</p>

	<p>Interior Drainage. An analysis must be submitted that identifies the source(s) of such flooding, the extent of the flooded area, and, if the average depth is greater than 1 foot, the water-surface elevation(s) of the base flood. This analysis must be based on the joint probability of interior and exterior flooding and the capacity of facilities (such as drainage lines and pumps) for evacuating interior floodwaters, as described in USACE Engineer Manual 1110-2-1914, <i>Hydrologic Analysis of Interior Areas</i>.</p>
Operation Plan	Paragraph 65.10(c)(1) of the NFIP Regulations
<p>Description: For a levee system to be accredited, the operational criteria described below must be provided. All closure devices or mechanical systems for internal drainage, whether manual or automatic, must be operated in accordance with an officially adopted operation manual, a copy of which must be provided to FEMA by the operator when levee or drainage system recognition is being sought or when the manual for a previously recognized system is revised in any manner. All operations must be under the jurisdiction of a Federal or State agency, an agency created by Federal or State law, or an agency of a community participating in the NFIP.</p>	
Checklist for Operation Plan:	
	<p>Flood Warning System. Documentation of the flood warning system, under the jurisdiction of Federal, State, or community officials that will be used to trigger emergency operation activities; and demonstration that sufficient flood warning time exists for the completed operation of all closure structures, including necessary sealing, before floodwaters reach the base of the closure.</p>
	<p>Plan of Operation. A formal plan of operation including specific actions and assignments of responsibility by individual name or title.</p>
	<p>Periodic Operation of Closures. Provisions for periodic operation, at not less than 1-year intervals, of the closure structure for testing and training purposes.</p>
Interior Drainage Plan	Paragraph 65.10(c)(2) of the NFIP Regulations
<p>Description: Interior drainage systems associated with levee systems usually include storage areas, gravity outlets, pumping stations, or a combination thereof. These drainage systems will be recognized by FEMA on NFIP maps for flood risk reduction purposes only if the following minimum criteria are included in the operation plan.</p>	
Checklist for Interior Drainage Plan:	

	<p>Flood Warning System. Documentation of the flood warning system, under the jurisdiction of Federal, State, or community officials that will be used to trigger emergency operation activities; and demonstration that sufficient flood warning time exists to permit activation of mechanized portions of the drainage system.</p>
	<p>Plan of Operation. A formal plan of operation including specific actions and assignments of responsibility by individual name or title.</p>
	<p>Manual Backup. Provision for manual backup for the activation of automatic systems.</p>
	<p>Periodic Inspection. Provisions for periodic inspection of interior drainage systems and periodic operation of any mechanized portions for testing and training purposes. No more than 1 year shall elapse between either the inspections or the operations.</p>
<p>Maintenance Plan</p>	<p>Paragraph 65.10(d) of the NFIP Regulations</p>
<p>Description: For levee systems to be recognized as accredited by FEMA, the maintenance criteria must be as described herein.</p>	
<p>Checklist for Maintenance Plan:</p>	
	<p>Levee systems must be maintained in accordance with an officially adopted maintenance plan, and a copy of this plan must be provided to FEMA by the owner of the levee system when recognition is sought or when the plan for a previously recognized system is revised in any manner.</p>
	<p>All maintenance activities must be under the jurisdiction of a Federal or State agency, an agency created by Federal or State law, or an agency of a community participating in the NFIP which must assume ultimate responsibility for maintenance.</p>
	<p>This plan must document the formal procedure that ensures that the stability, height, and overall integrity of the levee and its associated structures and systems are maintained. At a minimum, the plan shall specify the maintenance activities to be performed, the frequency of their performance, and the person by name or title responsible for their performance.</p>
<p>Certification</p>	<p>Paragraph 65.10(e) of the NFIP Regulations</p>



Description: Data submitted to support that a given levee system complies with the structural requirements set forth in "Design Criteria" (Paragraphs 65.10(b)(1) through (7) of the regulations) must be certified by a Registered Professional Engineer. Certifications are subject to the definition given in Section 65.2 of the NFIP regulations. In lieu of these structural requirements, a Federal agency with responsibility for levee design may certify that the levee has been adequately designed and constructed to provide protection from the base flood.

Checklist for Certification Requirement:

<input type="checkbox"/>	All data submitted is certified by a Professional Engineer or by a Federal agency.
<input type="checkbox"/>	Certified as-built levee plans are included in the submittal.

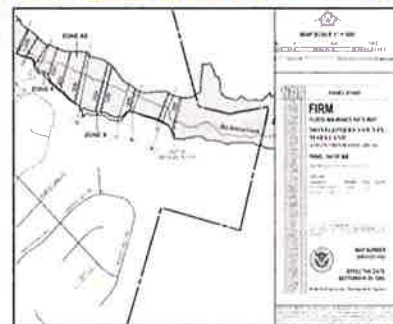
Item G.2.h.



FEMA



Levee Mapping - Complying with 44 CFR 65.10



What are the Requirements of 44 CFR 65.10?

In order for a levee to be accredited by FEMA and shown on a FIRM as providing protection from the base flood, a levee must first be certified by a Professional Engineer or a Federal Agency that designs levees. Levees are accredited when levee owners, communities, or other interested parties provide appropriate data and documentation demonstrating compliance with 44 CFR 65.10 in the following five areas: General Criteria, Design Criteria, Operation Plans and Criteria, Maintenance Plans and Criteria, and Certification Requirements. Communities with levees are not required to demonstrate compliance with 44 CFR 65.10, but must do so for any levee they wish to have recognized on a FIRM.

General Criteria

FEMA will recognize only those levees that meet, and continue to meet, minimum standards consistent with the level of protection sought through comprehensive floodplain management criteria found in 44 CFR Section 60.3.

Design Criteria

A registered Professional Engineer must certify data and documentation demonstrating the structural design criteria are met. The submitted documentation must include certified "as built" plans. Additionally, recent photographs of the levee, including embankments and levee closures, while not required, will be helpful to FEMA in performing the review. Mandatory information includes:

- Freeboard design, including that for riverine and coastal levees
- Closure designs showing all openings have closure devices, closures are designed according to sound engineering practice and are a structural part of the levee during operation
- Embankment protection demonstrating no appreciable erosion of levee embankment during the base flood

Code of Federal Regulations

Title 44, Chapter 1, Section 65.10 of the Code of Federal Regulations (44 CFR 65.10) is titled, "Mapping of areas protected by levee systems." It provides the minimum design, operation, and maintenance standards levees must meet and continue to meet in order to be recognized as providing protection from the base flood (also known as one-percent-annual-chance flood) on Flood Insurance Rate Maps (FIRMs).

The Federal Emergency Management Agency (FEMA) recognizes (accredits) levees based on data and documentation provided by a community or other responsible party.

FEMA review is solely for establishing flood hazard zones and does not constitute a determination as to how a levee will perform during a flood event. If a levee is accredited, FEMA will reflect the levee as providing protection from the base flood on the FIRM.

RiskMAP
Increasing Resilience Together

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- Embankment and foundation stability analyses evaluating expected seepage during base flood loading conditions, including flooding depth, duration, penetrations, and other seepage and stability factors
- Settlement analysis assessing potential freeboard loss due to settlement, showing that minimum freeboard will be maintained
- An interior drainage analysis identifying the source(s) and magnitude of interior flooding performed by a registered Professional Engineer
- In some unique situations FEMA may require additional design criteria to ensure the levee provides adequate risk reduction

Operations and Maintenance Plans and Criteria

The Operations and Maintenance (O&M) plans must include information fulfilling the minimum requirements of 44 CFR 65.10(C) and 44 CFR 65.10 (D). The O&M of the levee must be under the jurisdiction of an approved agency and officially adopted by that agency. Official adoption generally requires a vote by a governing body.

Certification Requirements

Data submitted to support a given levee complies with the structural requirements outlined above must be certified by a registered Professional Engineer, along with certified as-built plans for the levee. Certification, as defined in 44 CFR 65.2(b), is a statement that the submitted information is accurate and in accordance with sound engineering practices.

Accredited Levees Still Present Residual Risks

Even after the Professional Engineer certification and FEMA accreditation processes are completed, there is still a flood risk associated with levees. While levees are designed to reduce risk, even properly maintained levees can fail or be overtopped by large flood events. *Levees reduce risk, they do not eliminate it.*



Many communities and public agencies seek the minimum one-percent-annual-chance level of flood risk reduction. However, this cannot be viewed as a health and safety standard; it is simply a level of flood risk.

Living with Levees – It’s a Shared Responsibility

FEMA and other government agencies are working to make citizens aware of their risk through various forms of outreach including fact sheets such as this. Most local officials have adopted protocols and procedures for ensuring public safety and individual property owners are learning more about their risk and the steps for protecting their families, businesses, and communities from the threat of flooding.

Remember, levees are not fail proof – protect your future by knowing your flood risk, knowing your role in reducing the risk from flood, and taking the steps today to ensure the safety of lives and property in areas behind levees.



For More Information

- To review 44 CFR, please visit: www.access.gpo.gov/nara/cfr/waisidx_00/44cfrv1_00.html.
- For a formatted version of 44 CFR 65.10, it can be downloaded at: www.fema.gov/library/viewRecord.do?id=2741.
- For additional information on levees, please visit: www.fema.gov/plan/prevent/fhm/lv_intro.shtm.
- For additional information on flood hazard mapping, please visit: www.fema.gov/plan/prevent/fhm/index.shtm.

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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: Chase Schrage, CIP Projects Supervisor
DATE: September 27, 2018
SUBJECT: Arbors 3rd Addition
Final Acceptance of Improvements
Project No. SU-330-3123

Construction work has been completed on the public improvements in Arbors 3rd Addition. The project was designed by Clapsaddle Garber Associates, Inc. and has been completed in accordance with the project plans and the City of Cedar Falls standard specifications. The project was inspected by the City of Cedar Falls Engineering Division and Clapsaddle Garber Associates.

The Engineering Division has reviewed and approved the project plans and specifications, inspected the project through the construction process, and has received and reviewed the project reports and certifications. The project documentation is in order and the project is complete and ready for City Council acceptance. Attached are copies of the maintenance bond from the developer, Midwest Development Corporation, and the Arbors 3rd Addition final plat.

Arbors 3rd Addition has been constructed in reasonable compliance with the project plans and specifications. The Engineering Division recommends that the City Council approve and accept the public improvements for Arbors 3rd Addition.

Chase Schrage September 27, 2018
Chase Schrage, CIP Projects Supervisor Date

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

SURETY BOND NO. IAC587532

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Midwest Development Co., as Principal (hereinafter the "Principal") and Merchants Bonding Company (Mutual), as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the amount of One-million, two-hundred, thirty-three thousand, two-hundred, fifty-eight and 10/100 dollars (\$1,233,258.10), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

Whereas, prior to City Council approval of a final plat of a subdivided area, the Principal shall submit to the City engineer this maintenance bond to provide for the protection of the City against future liability for any and all defects in workmanship or materials and any conditions that could result in structural or other failure of all of the public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of any required public improvement which is the 20th day of November, 2017; and

Whereas, the Principal represents that it has constructed and installed all required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Public Improvements at The Arbors Third Addition in the City of Cedar Falls,
Black Hawk County, Iowa.

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

1. MAINTENANCE: The Principal and Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work performed on the above described public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of all required public infrastructure improvements, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section.
- D. Following Principal and Surety's repair and construction of any failed infrastructure component or elements the city engineer shall determine whether the three-year bond shall be renewed or extended beyond the original three-year bond period. In the event of major structural failures the maintenance bond shall be renewed if recommended by the city engineer for a new three-year period from the date of repair for that portion of the public

Item G.2.i.

improvements involved in the structural failure and repair

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

- A. That this Bond shall remain in full force and effect until the maintenance period is completed, whether completed within the specified three (3) year period or within an extension thereof, as provided in Section 1-D.
- B. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the date of acceptance the right to sue on this Bond.
- C. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.
- D. In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the approved construction plans, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

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

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

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

shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The approved construction plans are hereby made a part of this bond.

Witness our hands, in triplicate, this 20th day of November, 2017.

Countersigned By:


Signature of Agent

Chad Smeby
Printed Name of Agent

Skogman Carlson Insurance
Company Name

1110 Dina Ct, Ste B
Company Address

Hiawatha, IA 52233
City, State, Zip Code

(319) 366-6288
Company Telephone Number

PRINCIPAL:

Midwest Development Co.
Principal

By: 
Kyle Skogman Signature
President Title

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By: 
Signature of Attorney-in-Fact

Kurt Feller
Printed Name of Attorney-in-Fact

Merchants Bonding Company (Mutual)
Company Name

6700 Westown Parkway
Company Address

West Des Moines, IA 50266-7754
City, State, Zip Code

(800) 678-8171
Company Telephone Number

NOTE:

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

01262978-1\10283-000

MERCHANTS BONDING COMPANY POWER OF ATTORNEY

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

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of July, 2017

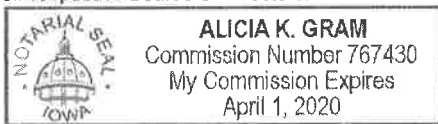


MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor, President

STATE OF IOWA COUNTY OF DALLAS ss.

On this this 24th day of July, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram, Notary Public

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

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

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



William Warner Jr., Secretary

THE ARBORS THIRD ADDITION FINAL PLAT

Cedar Falls, Iowa
October 2017

NOTES:

- OWNER: MIDWEST DEVELOPMENT CO. 411 FIRST AVENUE SE CEDAR RAPIDS, IA 52401
- ENGINEER: CLAPSADDLE-GARBER ASSOCIATES, INC. 5106 NORDIC DRIVE CEDAR FALLS, IA 50613 319-266-0258
- BENCH MARK: ELEV. 943.81 SOUTHWEST CORNER OF INTAKE BOX APPROXIMATELY 85 FEET EAST OF ARBORS DRIVE & VIKING ROAD INTERSECTION ON THE SOUTH SIDE OF VIKING ROAD, ESTABLISHED FROM CONTROL SET OFF THE IOWA REAL-TIME NETWORK USING GEOD12A.
- SEE SURVEYOR'S CERTIFICATE EXHIBIT "A" FOR LEGAL DESCRIPTION AND EXHIBIT "B" FOR LOT AREAS
- UNADJUSTED ERROR OF CLOSURE: BOUNDARY: BETTER THAN 1 IN 10,000 LOTS: BETTER THAN 1 IN 5,000
- BASIS OF BEARING: BEARINGS BASED ON THE EAST LINE OF THE NE 1/4, SE 1/4 OF SECTION 27-T89N-R14W BEARING S00°54'49"E
- RESTRICTIONS: (SEE DEED OF DEDICATION)
- LOT AREAS: 9.8 ACRES
- STREET AREAS: 3.5 ACRES
- STORM WATER MANAGEMENT AREAS: 1.4 ACRES
- ZONING: RP
- TYPICAL BUILDING SETBACKS: FRONT YARD = 25 FT. REAR YARD = 30 FT. SIDE YARD = 5 FT.(*)

LAND DESCRIPTION

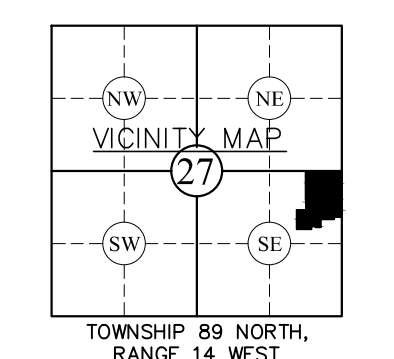
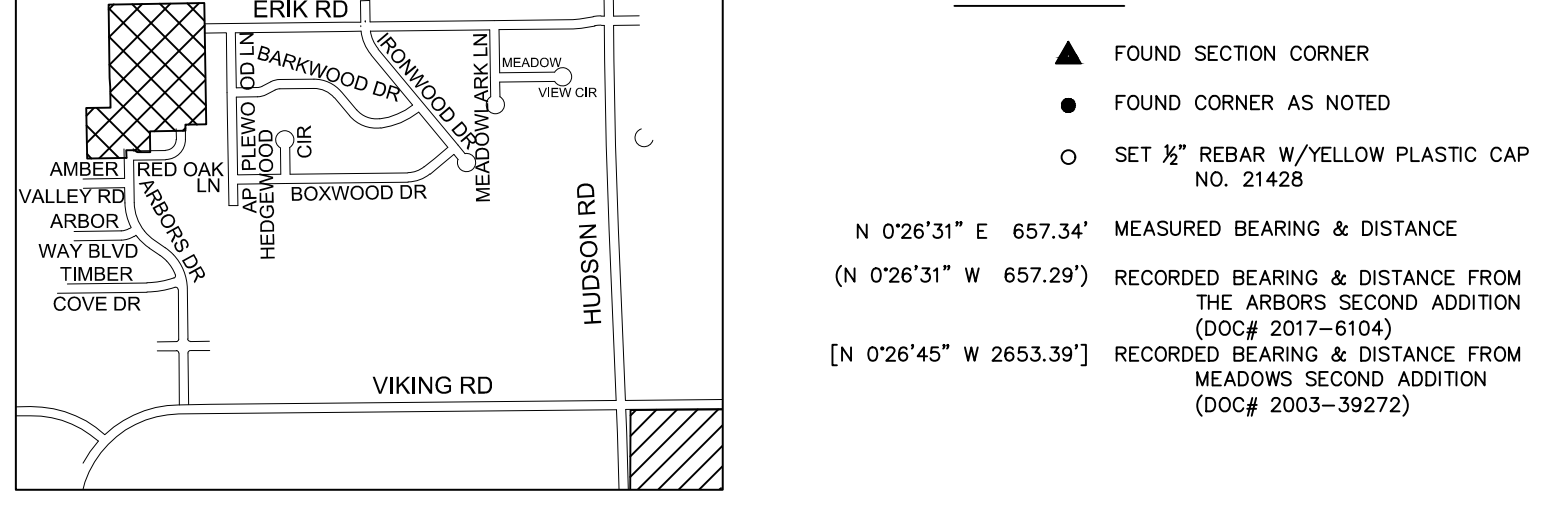
PART OF PARCEL "B" OF PLAT OF SURVEY FILED AS DOCUMENT NO. 2014-00013132 ON JANUARY 2, 2014, IN THE OFFICE OF BLACK HAWK COUNTY RECORDER AND BEING PART OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER (E 1/2 SE 1/4) OF SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER (E 1/4) CORNER OF SAID SECTION 27; THENCE SOUTH 00°54'49" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 27, ALSO KNOWN AS THE WEST LINE OF MEADOWS SECOND ADDITION, 817.11 FEET, TO THE NORTHEAST CORNER OF LOT THIRTEEN (13) IN THE ARBORS SECOND ADDITION (DOCUMENT NO. 2017-6104); THENCE SOUTH 89°05'11" WEST, ALONG THE NORTH LINE OF SAID LOT THIRTEEN (13) IN THE ARBORS SECOND ADDITION, 140.00 FEET, TO THE NORTHWEST CORNER OF SAID LOT THIRTEEN (13) IN THE ARBORS SECOND ADDITION; THENCE SOUTH 00°54'49" EAST, ALONG THE EAST RIGHT-OF-WAY OF RED OAK LANE, 40.20 FEET, TO THE NORTHEAST CORNER OF TRACT E IN THE ARBORS SECOND ADDITION; THENCE SOUTH 89°05'11" WEST, ALONG THE NORTH LINE OF THE ARBORS SECOND ADDITION, 240.00 FEET, TO THE NORTHWEST CORNER OF LOT FIFTEEN (15) IN THE ARBORS SECOND ADDITION; THENCE SOUTH 00°54'49" EAST, ALONG THE WEST LINE OF SAID LOT FIFTEEN (15) IN THE ARBORS SECOND ADDITION, 140.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 15 IN THE ARBORS SECOND ADDITION; THENCE SOUTH 89°05'11" WEST, ALONG THE NORTH LINE OF THE ARBORS SECOND ADDITION, 85.00 FEET; THENCE NORTHWESTERLY AN ARC LENGTH OF 23.56 FEET ALONG A 15.00 FOOT RADIUS CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A LONG CHORD OF NORTH 45°54'49" WEST, 21.21 FEET; THENCE SOUTH 89°05'11" WEST, ALONG THE NORTH LINE OF THE ARBORS SECOND ADDITION, 60.00 FEET, TO THE WEST RIGHT-OF-WAY OF ARBORS DRIVE; THENCE SOUTH 00°54'49" EAST ALONG SAID WEST RIGHT-OF-WAY OF ARBORS DRIVE, 51.91 FEET, TO THE NORTHEAST CORNER OF LOT SIXTEEN (16) IN THE ARBORS SECOND ADDITION; THENCE SOUTH 89°10'08" WEST, ALONG THE NORTH LINE OF THE ARBORS SECOND ADDITION, 264.94 FEET, TO THE NORTHWEST CORNER OF SAID SECTION 27; THENCE NORTH 00°52'11" WEST, 340.00 FEET; THENCE NORTH 89°10'08" EAST, 164.00 FEET; THENCE NORTH 00°52'11" WEST, 140.00 FEET; THENCE NORTH 04°10'11" WEST, 60.14 FEET; THENCE NORTH 00°52'11" WEST, 495.00 FEET, TO THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 27; THENCE NORTH 89°10'08" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, 644.15 FEET, TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 27-T89N-R14W BEARING SOUTH 00°54'49" EAST.

THE ARBORS THIRD ADDITION CONTAINS 14.7 ACRES.

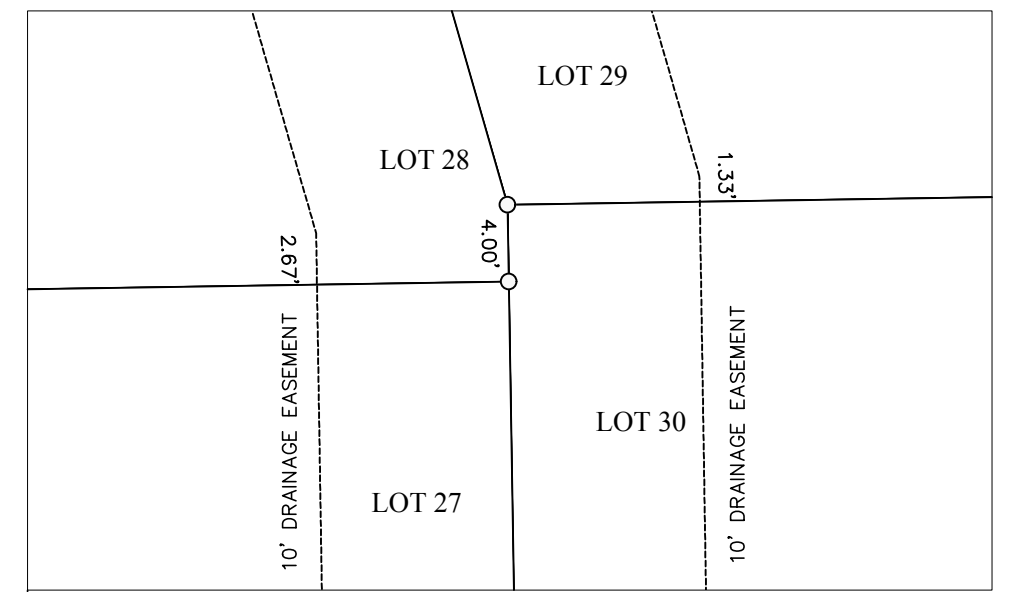
LEGEND



THE ARBORS THIRD ADDITION CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C 1	23.56	15.00	90°00'00"	N45°54'49"W	21.21
C 2	67.81	120.00	32°22'45"	S23°00'36"E	66.92
C 3	12.37	120.00	05°54'26"	S03°52'01"E	12.37
C 4	80.19	120.00	38°17'10"	S20°03'24"E	78.70
C 5	100.23	150.00	38°17'10"	N20°03'24"W	98.38
C 6	61.05	180.00	19°25'57"	N10°37'47"W	60.76
C 7	59.23	180.00	18°51'14"	N29°46'22"W	58.96
C 8	120.28	180.00	38°17'10"	N20°03'24"W	118.05
C 9	84.27	180.00	26°49'30"	N75°40'26"E	83.51
C 10	20.56	15.00	78°32'20"	N78°28'09"E	18.99
C 11	106.49	150.00	40°40'31"	N68°44'56"E	104.27
C 12	28.62	150.00	10°55'51"	N42°56'45"E	28.57
C 13	135.10	150.00	51°36'22"	N63°17'01"E	130.58
C 14	108.08	120.00	51°36'22"	S63°17'01"W	104.47
C 15	27.56	340.00	04°38'39"	S39°48'09"W	27.55
C 16	20.44	15.00	78°04'56"	N00°09'31"W	18.90
C 17	89.80	280.00	18°22'31"	N48°04'12"E	89.41
C 18	155.54	280.00	31°49'44"	N73°10'20"E	153.55
C 19	245.34	280.00	50°12'15"	N63°59'04"E	237.57
C 20	279.22	310.00	51°36'22"	N63°17'01"E	269.87
C 21	278.68	340.00	46°57'43"	S65°36'20"W	270.94
C 22	306.24	340.00	51°36'22"	S63°17'01"W	295.99
C 23	23.58	15.00	90°04'57"	S44°07'40"W	21.23
C 24	23.00	15.00	89°55'03"	S45°52'20"E	21.20
C 25	23.56	15.00	90°00'00"	S45°54'49"E	21.21
C 26	23.56	15.00	90°00'00"	S44°05'11"W	21.21
C 27	23.58	15.00	90°04'57"	S44°07'40"W	21.23
C 28	23.54	15.00	89°55'03"	S45°52'20"E	21.20
C 29	23.58	15.00	90°04'57"	S44°07'40"W	21.23
C 30	23.54	15.00	89°55'03"	S45°52'20"E	21.20

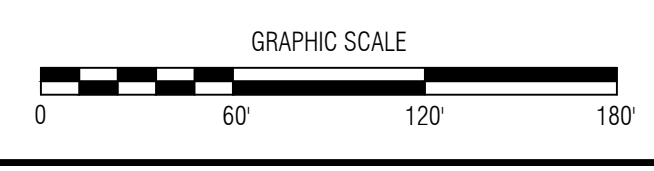
UNPLATTED NE 1/4-SE 1/4 SEC. 27, T89N, R14W MIDWEST DEVELOPMENT CO DEED DOC #2014-0020217 REF DOC #2014-13132



DETAIL "A"

-323-

G:\Cedar Falls\Stogman Arbors 3rd Addition Design Ph (995-16)\Survey\Final\The Arbors 3rd Add Final Plat.dwg - CGA Plan - 10-17-17 - 4:12pm - SIC233



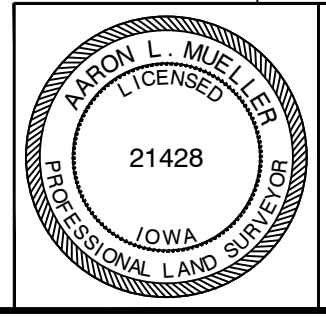
NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsaddle-Garber Associates, Inc.
5106 Nordic Drive
Cedar Falls, Iowa 50613
Ph 319-266-0258 800-542-7961
www.cgaconsultants.com

DESIGNED: DATE: _____
DRAWN: SJC/MDS DATE: 10-18-17
CHECKED: ALM DATE: 10-18-17
APPROVED: DATE: _____

THE ARBORS THIRD ADDITION CEDAR FALLS, IOWA

FINAL PLAT



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Aaron L. Mueller, PLS _____ date _____
Iowa License Number 21428
My License Renewal Date is December 31, 2018
Pages or sheets covered by this seal: THIS SHEET ONLY

PROJECT NO. 995-16
SHEET NO. 1 OF 1

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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: September 26, 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
16	Graig-Caldwell	1031 W. 1 st Street	Partial Acquisition Permanent and Temporary Easement
18	Neuman	1017 W. 1 st Street	Partial Acquisition Permanent and Temporary Easement
54	Ark II Real estate Solutions LLC	822 W. 1 st Street	Partial Acquisition Temporary Easement
67	Todd and Naila Graper	1210 W. 1 st Street	Partial Acquisition Temporary Easement

Attached is a map that identifies the location of these properties.

The City will use federal funds for the design and right of way portion of this project. Per an agreement with the DOT approved on August 7, 2017, the city will be the lead in property

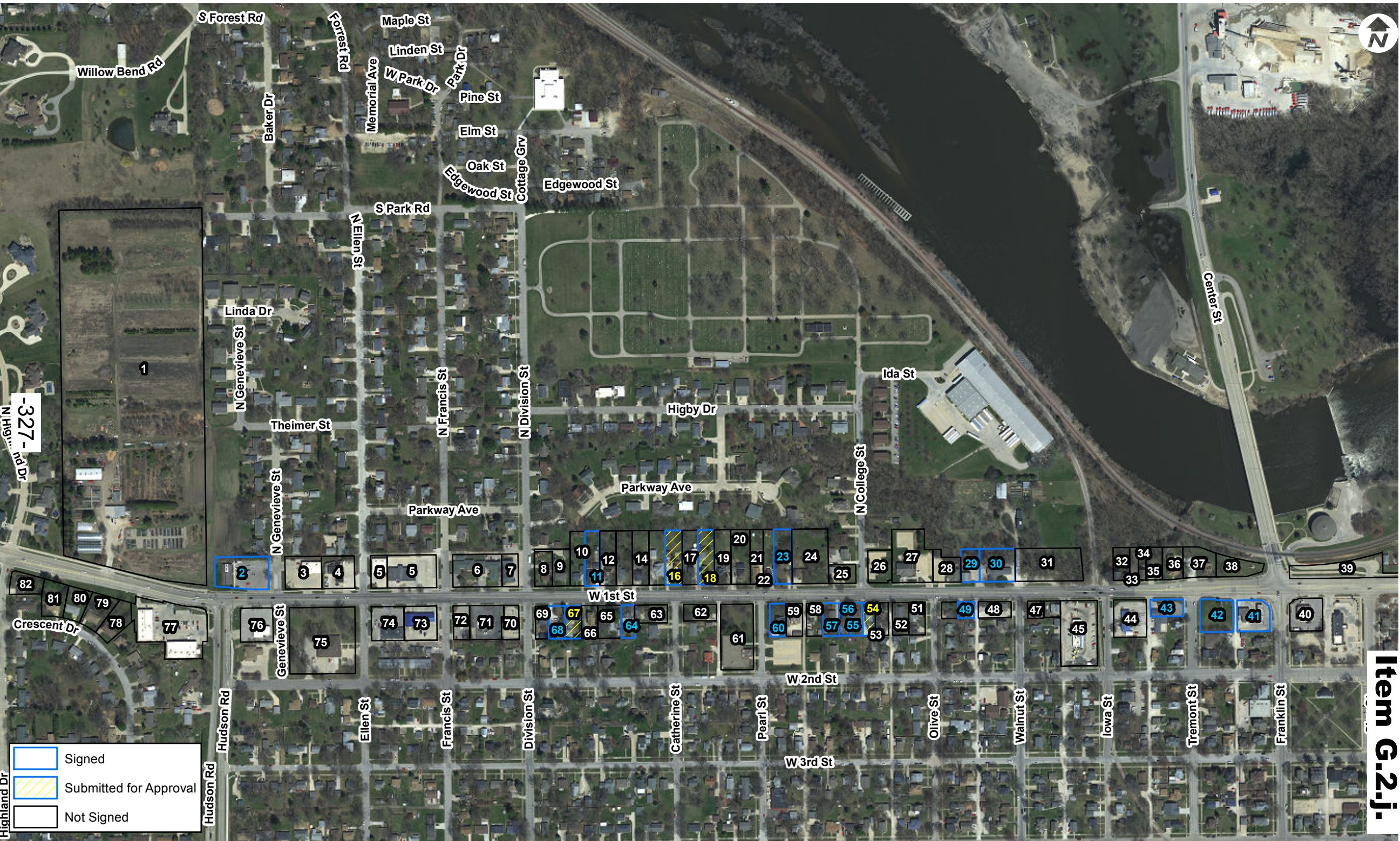
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acquisition and design. All eligible project costs will be split 50% City and 50% DOT which includes engineering, right of way, construction and construction administration. The city signed an agreement with Snyder and Associates on September 5, 2017 for these services. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY18 and FY20 under item number 91. 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



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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: 822 W. 1st St.
PARCEL NO. 54
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

COUNTY TAX PARCEL NO.8914-12-152-001

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between Ark II Real Estate Solutions, 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:

FEE Acquisition
See attached Exhibit

Temporary Easement
See attached Exhibit

and which include the following improvements of whatever type situated on the premises:
Construction on this property includes the replacement of the driveway, service steps and damaged walkway. In addition, two tiers of retaining walls will be constructed as shown on the D Sheets, hereby attached .

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

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premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>6,929.46</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>6,930.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>319</u>	sq. ft.	<u>\$ 3,030.50</u>
Permanent Utility Easement	_____	sq. ft.	<u>\$ _____</u>
Temporary Easement	<u>1,473</u>	sq. ft.	<u>\$ 2,238.96</u>
Miscellaneous/Other	<u>Tree/Wall</u>		<u>\$ 1,660.00</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: 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 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.

Ark II Real Estate Solutions, LLC

Maitha Kornien, 8-9-18
 Name/Title Partner Date

 Name/Title Date

- 1. For an acknowledgment in an individual capacity:

State of _____

County of _____

This record was acknowledged before me on _____

(Date) by _____

Name(s) of individual(s).

Signature of notarial officer

Item G.2.j.

2. For an acknowledgment in a representative capacity:

Ark II Real Estate Solutions, LLC

State of Iowa

County of Black Hawk

This record was acknowledged before me on August 9, 2018

(Date) by _____

Martha S. Korneisel

Name(s) of individual(s) as Partner

(type of authority, such as officer or trustee)

of Ark II Real Estate Solutions, LLC

(name of party on behalf of whom record was executed).

Joanne Goodrich

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:

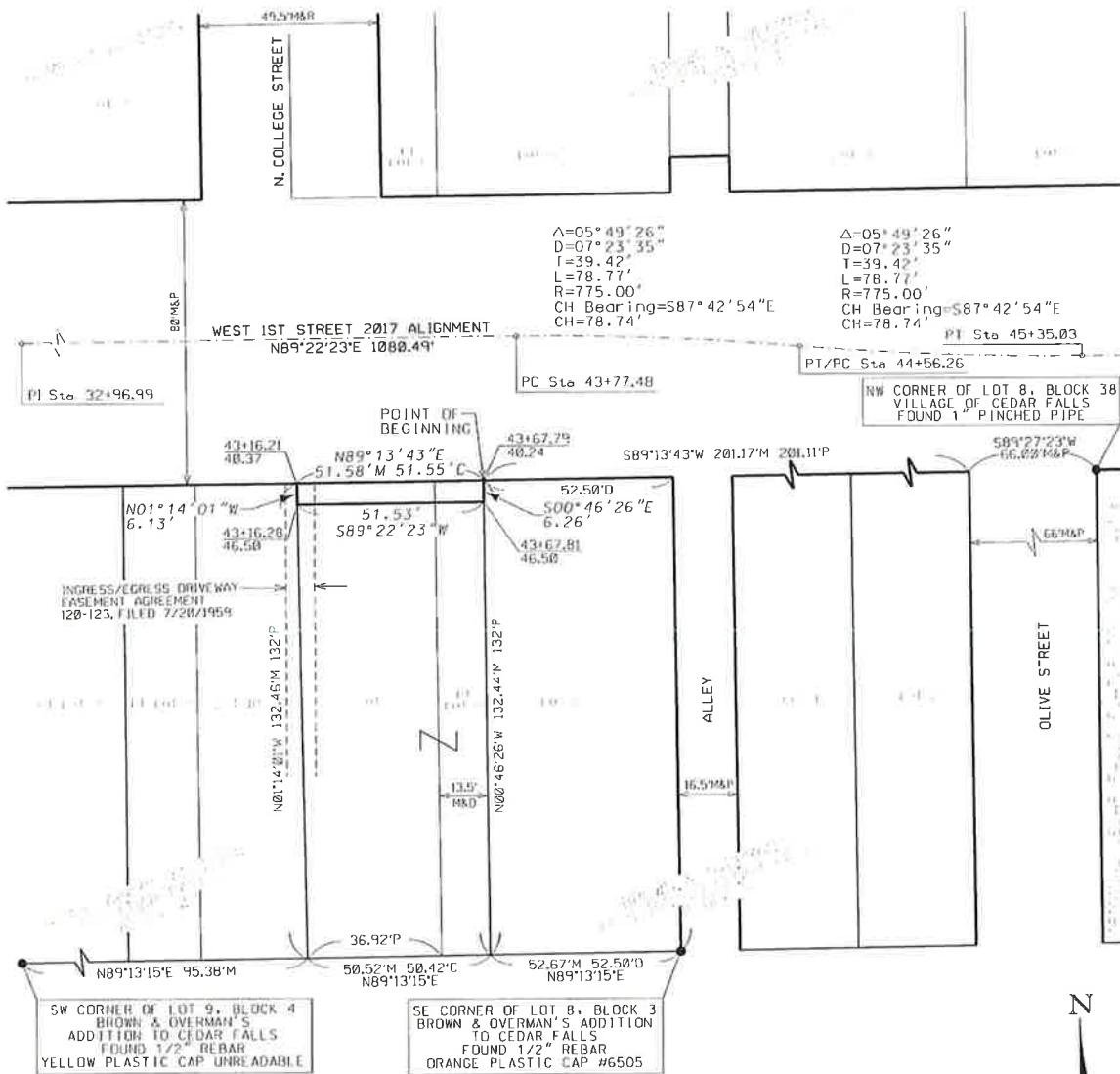
This instrument was acknowledged before me on the _____ day of _____, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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. 54
SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 319 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 ARK III REAL ESTATE SOLUTIONS, 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 Coody DATE: 4-30-2018
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)
- 0' 20' 40'

DATE REVISED APRIL 30, 2018
DATE DRAWN JANUARY 29, 2018 SCALE 1" = 40'

Item G.2.j.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 54

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 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 LOT 2 OF SAID, BLOCK 3, BROWN & OVERMAN'S ADDITION TO CEDAR FALLS; THENCE SOUTH 89°13'43" WEST ALONG THE NORTH LINE OF SAID BLOCK 3, BROWN & OVERMAN'S ADDITION TO CEDAR FALLS, 201.17 FEET TO THE NORTHEAST CORNER OF THE WEST 13.50 FEET OF SAID LOT 8 OF, BLOCK 3, BROWN & OVERMAN'S ADDITION TO CEDAR FALLS AND TO THE POINT OF BEGINNING; THENCE SOUTH 00°46'26" EAST ALONG THE EAST LINE OF SAID WEST 13.50 FEET OF LOT 8, A DISTANCE OF 6.26 FEET; THENCE SOUTH 89°22'23" WEST, 51.53 FEET TO THE WEST LINE OF SAID LOT 7; THENCE NORTH 01°14'01" WEST ALONG SAID WEST LINE, 6.13 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE NORTH 89°13'43" EAST ALONG THE NORTH LINE OF SAID BLOCK 3, A DISTANCE OF 51.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (319 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.

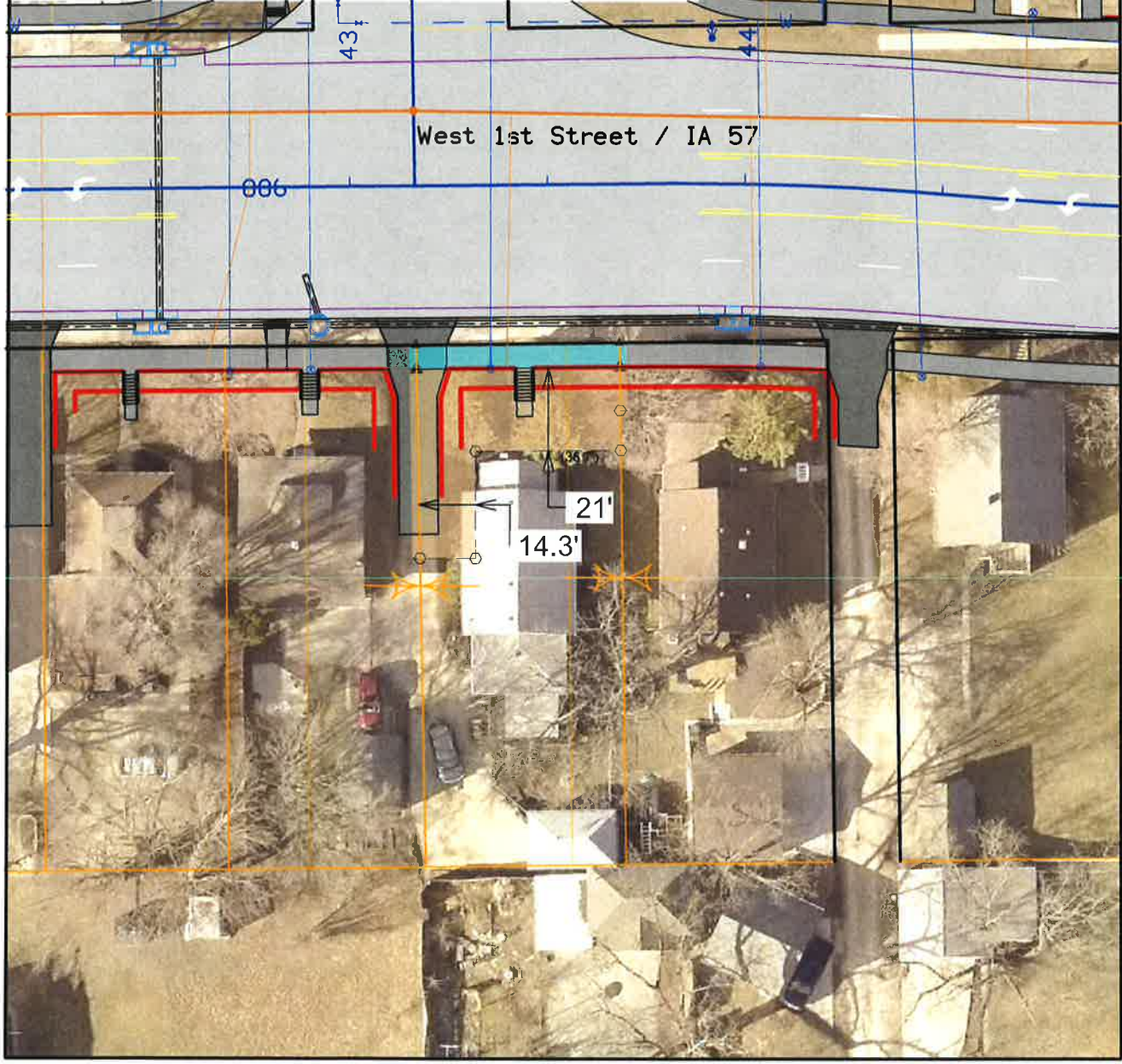
V:\Projects\2017\117.0908.01\Design\ROWAcquisition\PARCELS\54 - Ark II Real Estate Solutions, LLC (old Sandra J. Kemp)\1170908_PAR54_ACQ_FEE.docx

BLACK HAWK COUNTY
PARCEL 54

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 54 - ARK II REAL ESTATE SOLUTIONS, LLC

SCALE:
1" = 40'

DATE:
02/08/2018

PROJECT #:
STP-57-2(28)--2G-07



\$PLTDRVL\$
\$PENTGILL\$
\$SHEETNAME\$

\$FILEL\$
\$DATEL\$
\$USERL\$

Item G.2.j.

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 Ark II Real Estate Solutions, 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.

Ark II Real Estate Solutions, LLC

<u>Martha S. Korneisel</u>	<u>8-9-18</u>	_____	_____
Name/Title	<u>Partner</u>	Date	Name/Title
			Date

- 1. For an acknowledgment in a representative capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on August 9, 2018 (Date)

by Martha S. Korneisel Name(s) of individual(s)

as Partner (type of authority, such as officer or trustee)

of Ark II Real Estate Solutions, LLC
(name of party on behalf of whom record was executed).

Joanne Goodrich
Signature of notarial officer



Item G.2.j.

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

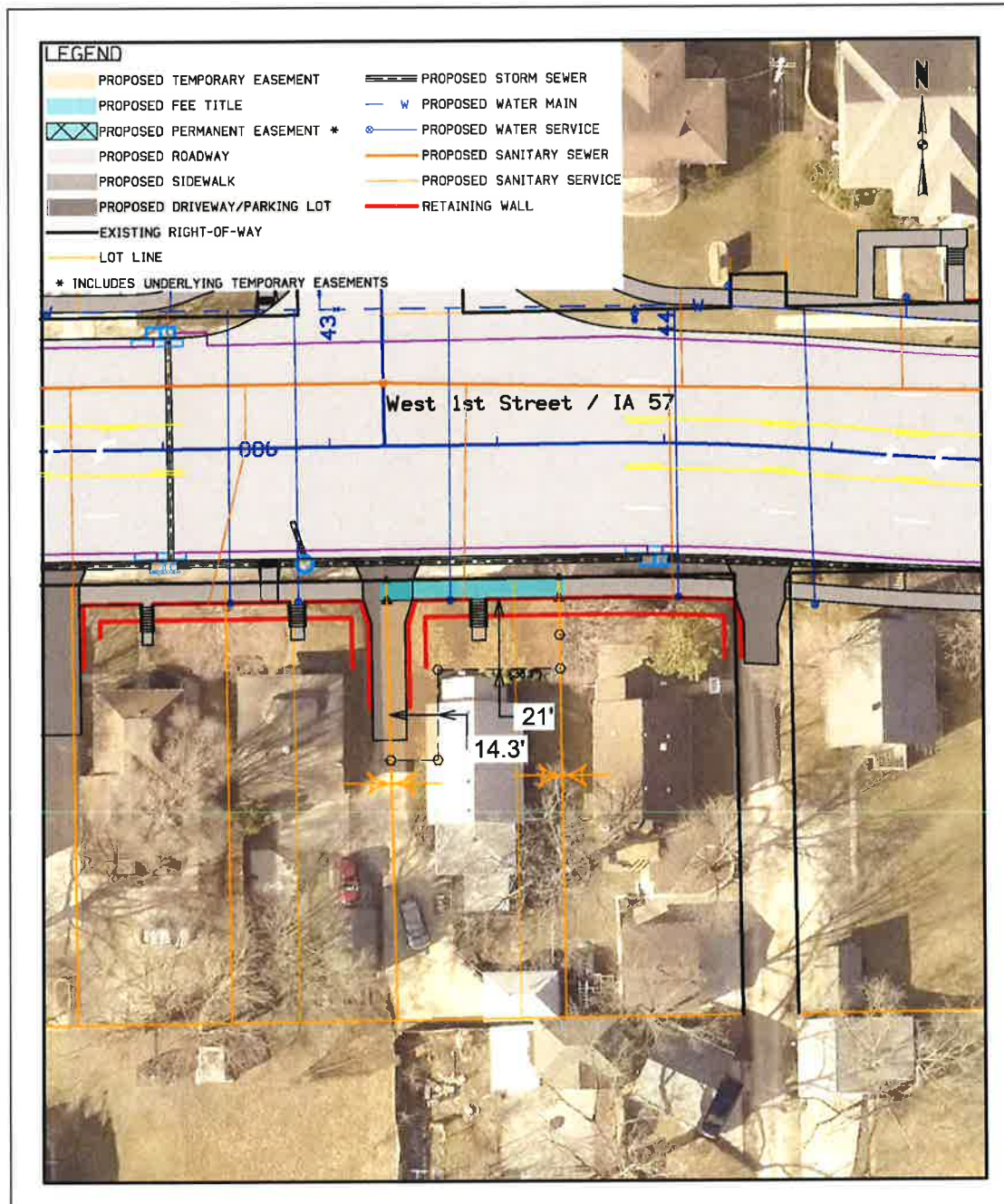
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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 54 - ARK II REAL ESTATE SOLUTIONS, LLC

SCALE:
 1" = 40'

DATE:
 02/08/2018

PROJECT #:
 STP-57-2(28)-2G-07



#PONTILLA
 #SHEETNUMBER

#FILED
 #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: 1210 W. 1st St. COUNTY TAX PARCEL NO.8914-11-276-003
PARCEL NO. 67
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 Todd Graper and Naila Graper, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition
See attached

Temporary Easement
See attached

and which include the following improvements of whatever type situated on the premises:

- 2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
- 3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
- 4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Item G.2.j.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>6,234.52</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>6,235.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>404</u>	sq. ft.	\$ <u>3,636.00</u>
Permanent Utility Easement	_____	sq. ft.	\$ _____
Temporary Easement	<u>1,308</u>	sq. ft.	\$ <u>1,883.52</u>
Miscellaneous/Other	<u>Wall</u>		\$ <u>715.00</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: Todd and Naila Graper – 1210 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.

Todd Graper 9/19/2018
 Todd Graper Date

Naila Graper 9/19/18
 Naila Graper Date

- 1. For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on _____

Sept 19, 2018 (Date) by _____

Todd D Graper + Naila G Graper
 Name(s) of individual(s).

Amy C Eggleston
 Signature of notarial officer



Item G.2.j.

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:

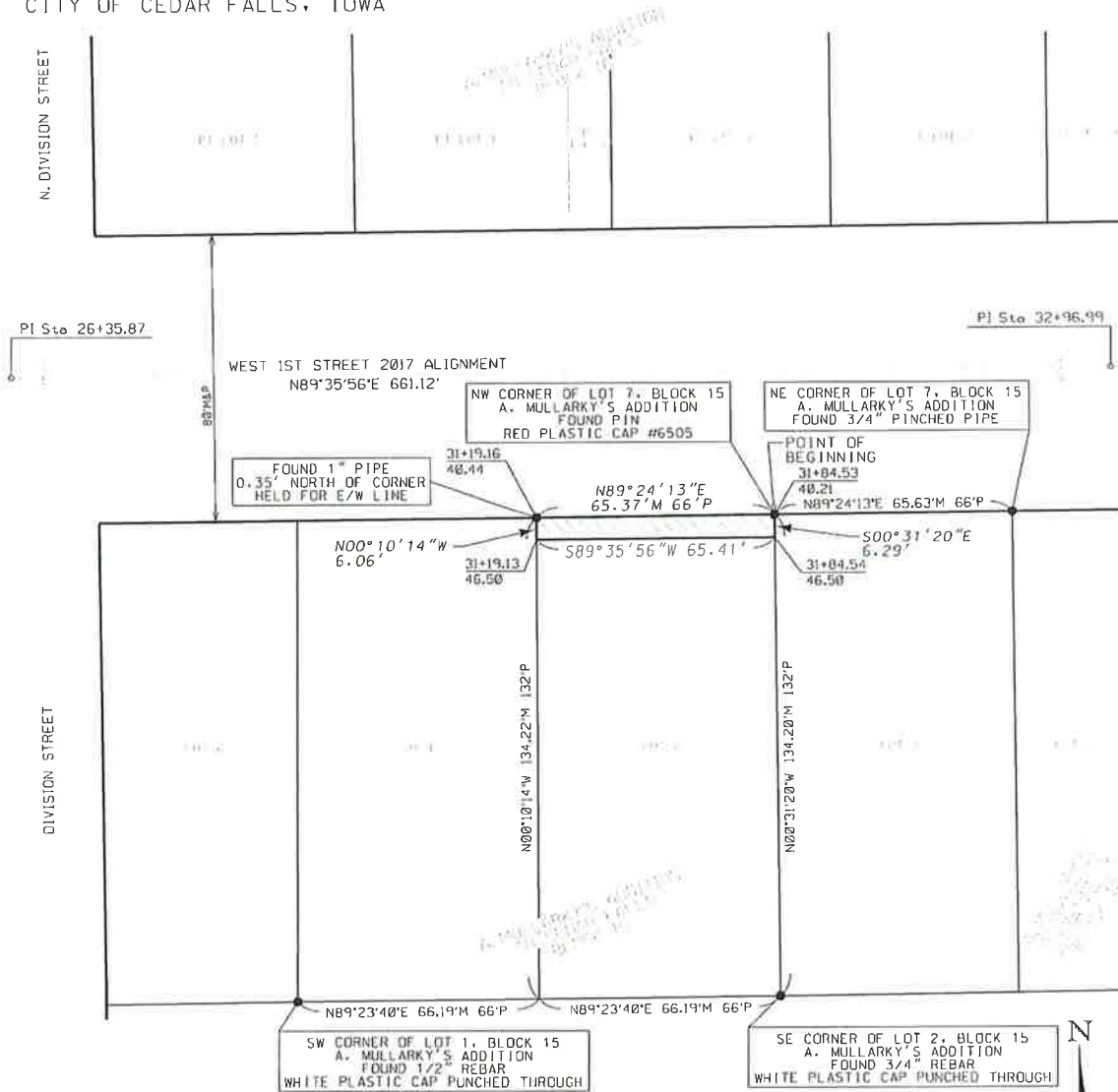
This instrument was acknowledged before me on the ____ day of _____, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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. 67
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 404 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 TODD D. GRAPER AND NAILA G. GRAPER

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 2-18-2018
TERRY COADY DATE:
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: _____
EXHIBIT "A" ONLY



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

DATE REVISED _____
DATE DRAWN JANUARY 29, 2018 SCALE 1" = 40'

Item G.2.j.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 67

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

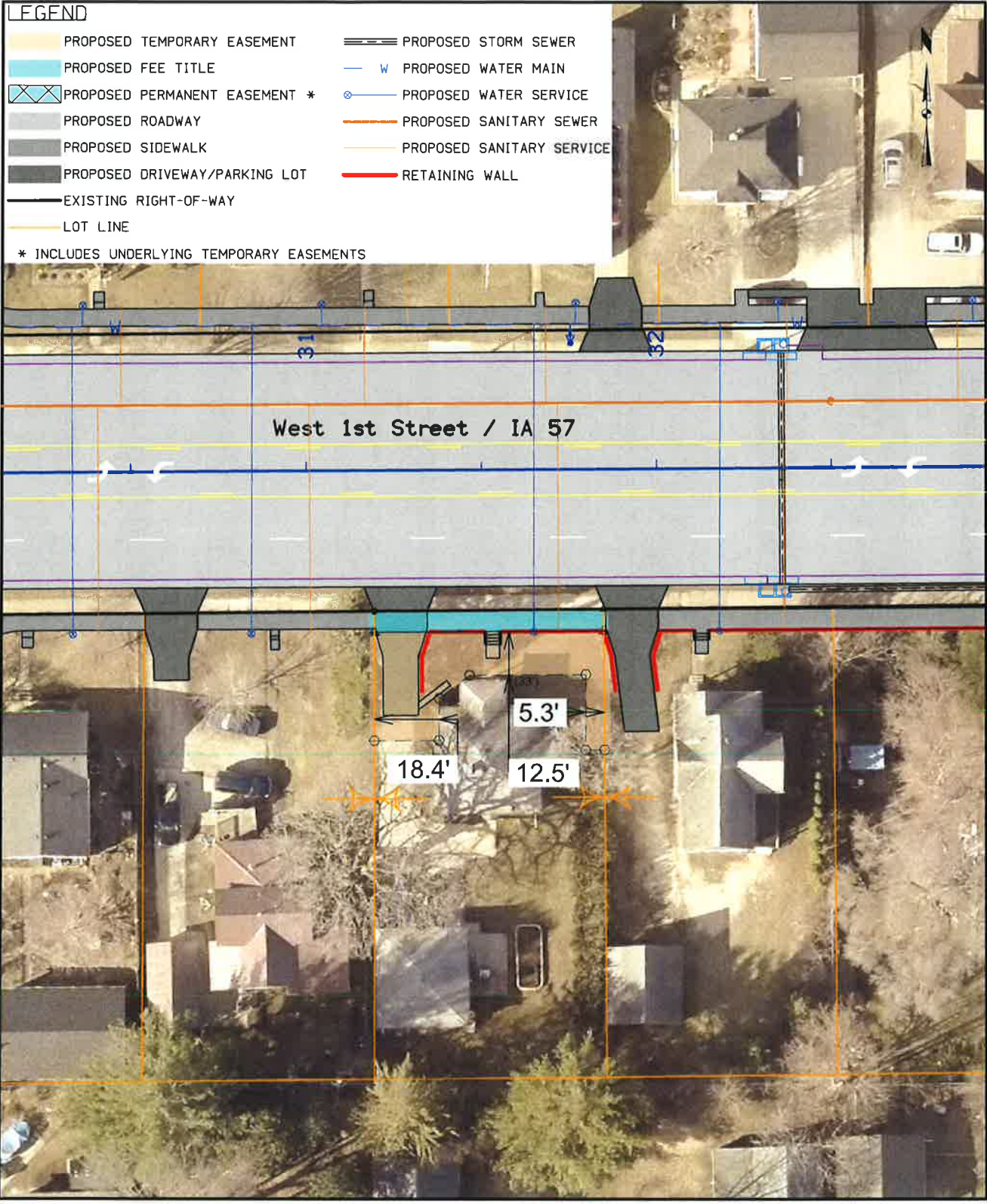
A PART OF LOT 2 OF, BLOCK 15, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 OF, BLOCK 15, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE SOUTH 00°31'20" EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 6.29 FEET; THENCE SOUTH 89°35'56" WEST, 65.41 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 00°10'14" WEST ALONG SAID WEST LINE, 6.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 65.37 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (404 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.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
PARCEL 67 - TODD D. NAILA G. GRAPER

SCALE:
 1" = 40'

DATE:
 02/08/2018

PROJECT #:
 STP-57-2(28)--2G-07



#PLTDRW#
 #PENTELL#
 #SHEETNAME#

#FILE#
 #DATES#
 #USER#

Item G.2.j.

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 Todd Graper and Naila Graper, 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.

Todd Graper 9/19/2018
Todd Graper Date

Naila Graper 9/19/18
Naila Graper Date

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on Sept 19, 2018

by Todd Graper & Naila Graper 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 G.2.j.

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

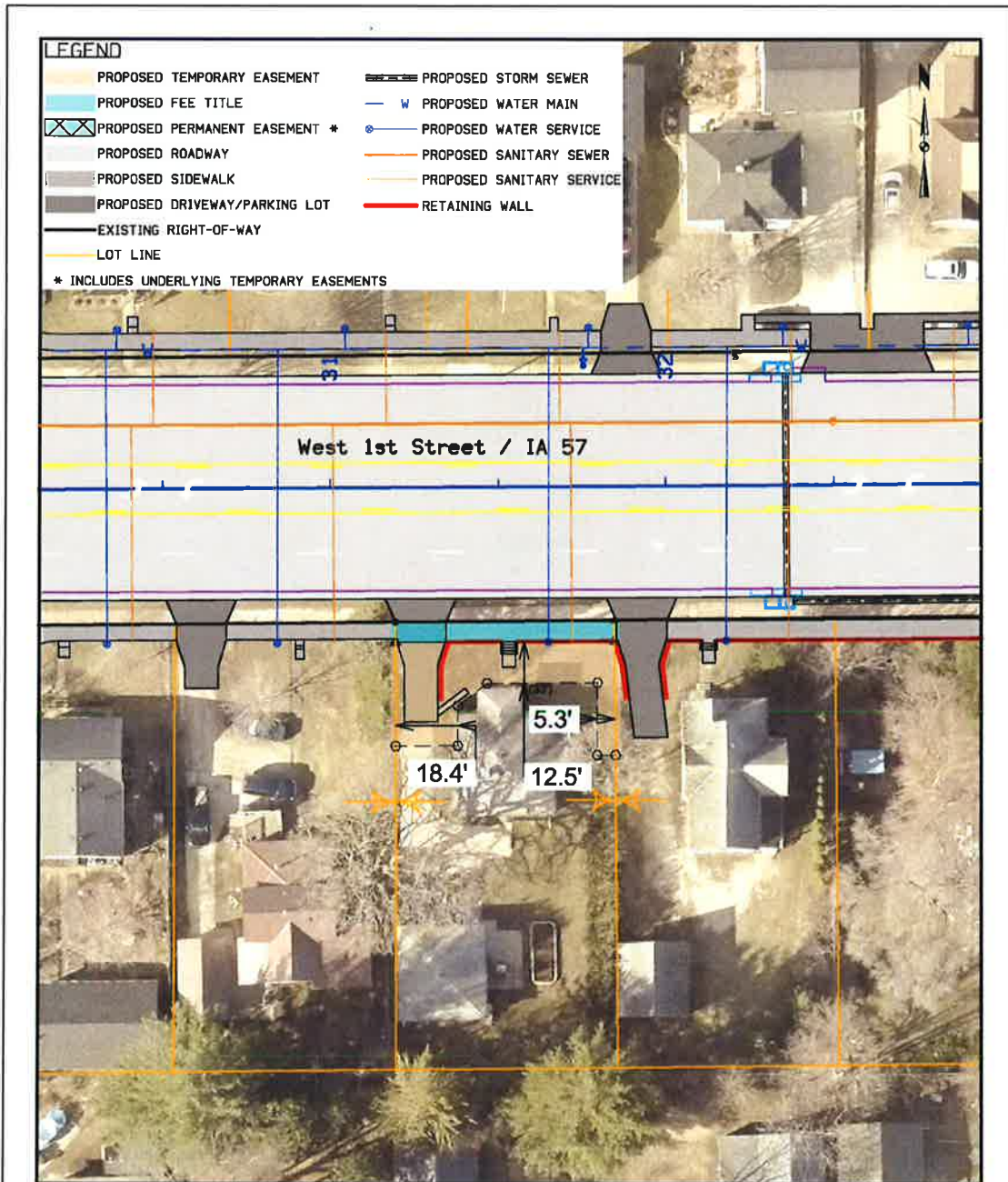
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

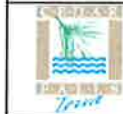


PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 67 - TODD D. NAILA G. GRAPER

SCALE:
 1" = 40'

DATE:
 02/08/2018

PROJECT #:
 STP-57-2(28)-2G-07



#121741
 #121742
 #121743

#FILED
 #DATE
 #CEN

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: 1017 W. 1st St. COUNTY TAX PARCEL NO.8914-11-228-021
PARCEL NO. 18
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 Sandra K. Neuman, 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 G.2.j.

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>9,372.52</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>9,375.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>496</u>	sq. ft.	\$ <u>4,464.00</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>Trees</u>		\$ <u>1,000.00</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.

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.

Sandra K. Neuman 9/17/18
 Sandra K. Neuman Date
N/A _____
 (spouse) Date

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on September 17, 2018

by Sandra K. Neuman 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 G.2.j.

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:

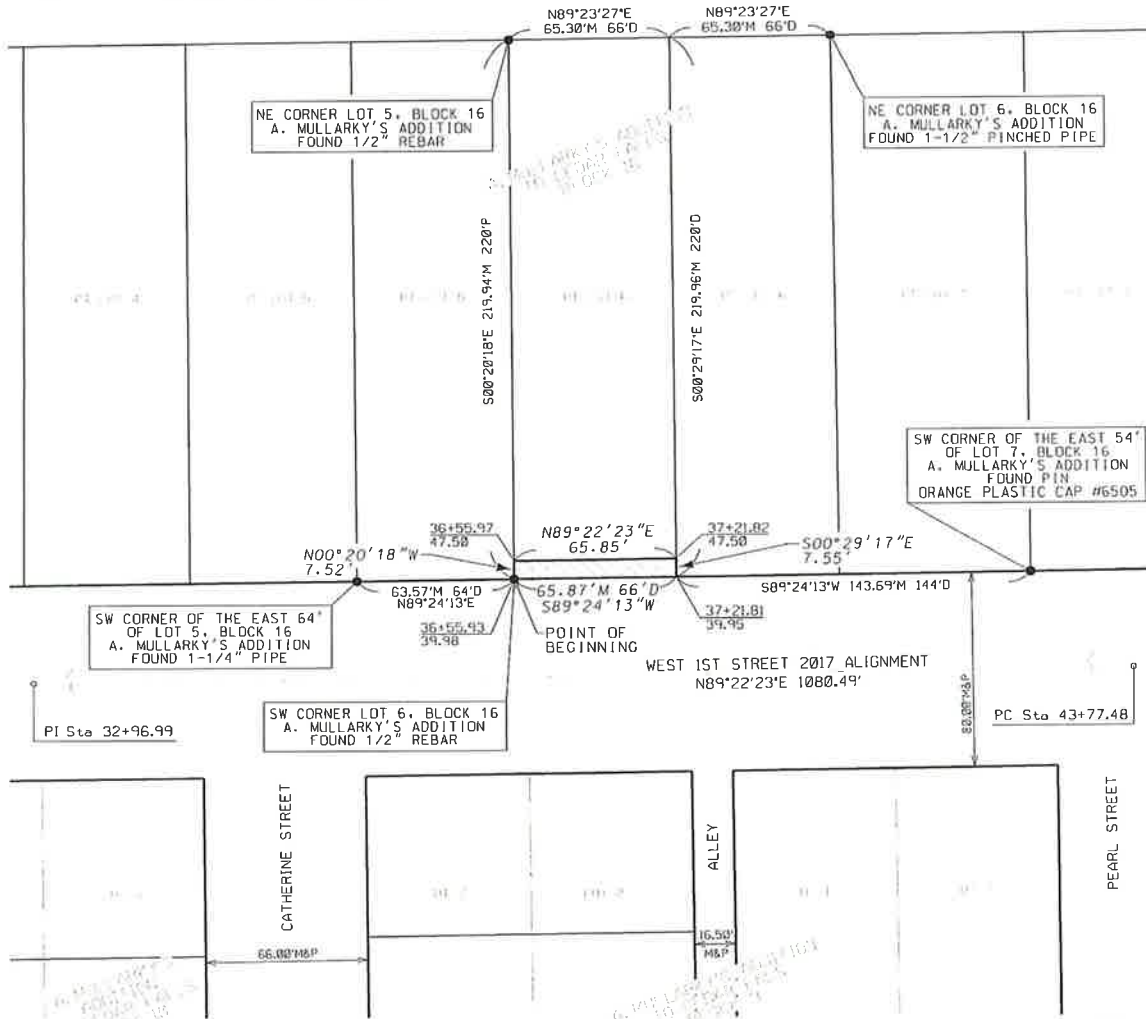
This instrument was acknowledged before me on the ____ day of _____, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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. 18
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 496 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 SANDRA K. NEUMAN

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'
 -357-

Item G.2.j.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 18

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:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°20'18" WEST ALONG THE WEST LINE OF SAID LOT 6, A DISTANCE OF 7.52 FEET; THENCE NORTH 89°22'23" EAST, 65.85 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID LOT 6; THENCE SOUTH 00°29'17" EAST ALONG SAID EAST LINE, 7.55 FEET TO SOUTHEAST CORNER OF SAID WEST 1/2 OF LOT 6; THENCE SOUTH 89°24'13" WEST ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 65.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (496 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

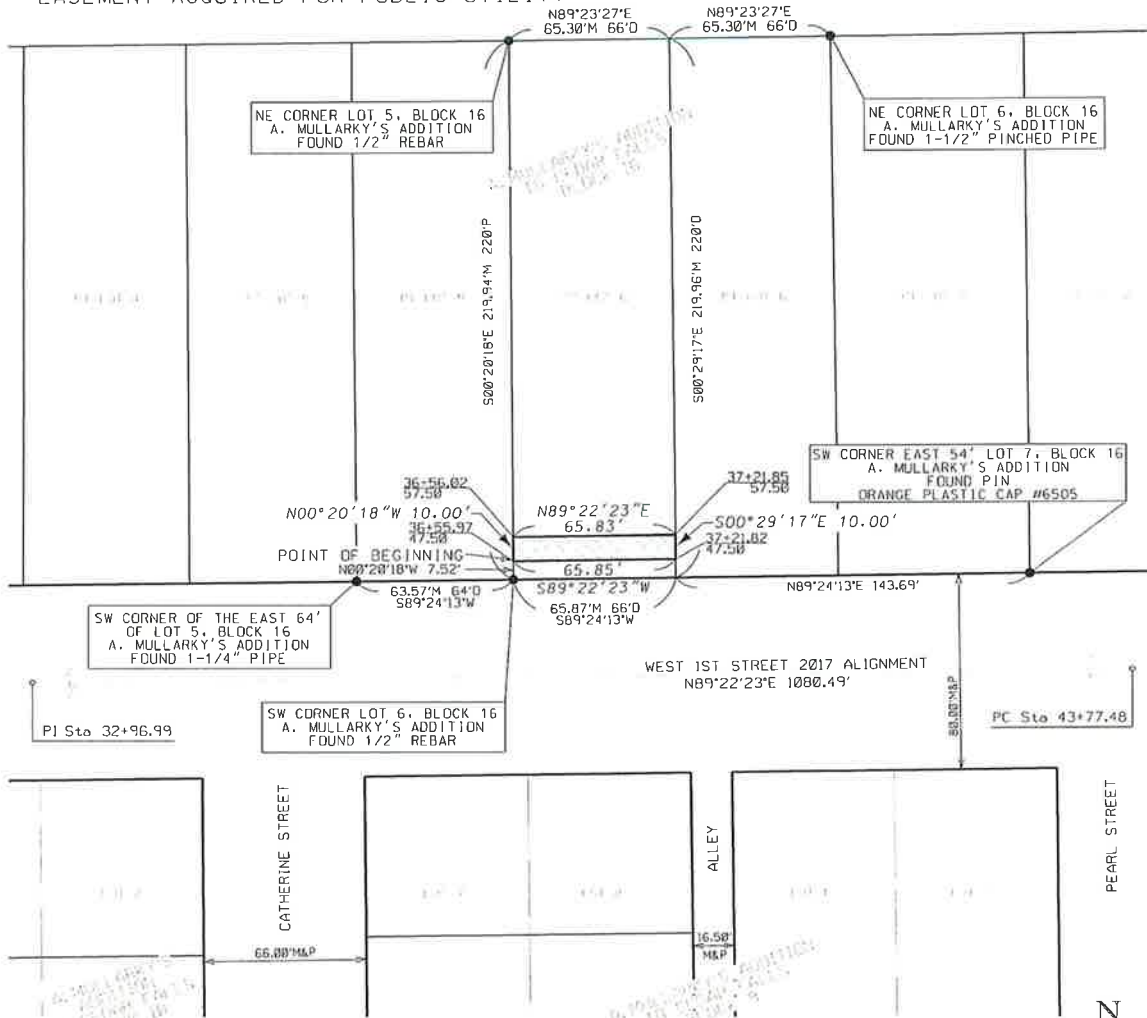
NOTE:

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. 18
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 SANDRA K. NEUMAN

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)

Item G.2.j.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 18

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 00°20'18" WEST ALONG THE WEST LINE OF SAID LOT 6, A DISTANCE OF 7.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°20'18" WEST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH 89°22'23" EAST, 65.83 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID LOT 6; THENCE SOUTH 00°29'17" 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 18 - SANDRA K. NEUMAN

SCALE:
1" = 40'

DATE:
02/08/2018

PROJECT #:
STP-57-2(28)--2G-07



\$PLTDRVL\$
\$PENTBL\$
\$SHEETNAME\$

\$BY\$
\$DATE\$
\$USER\$

Item G.2.j.

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, Sandra K. Neuman, 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 G.2.j.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 18 day of Sept., 2018.

Sandra K. Neuman 9/18/18
Sandra K. Neuman Date (spouse) N/A Date

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

This record was acknowledged before me on this 18th day of September, 2018, by Sandra K. Neuman 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 by Resolution No. _____, passed on the _____ day of _____, 2018, and this certificate is made pursuant to authority container in said Resolution.

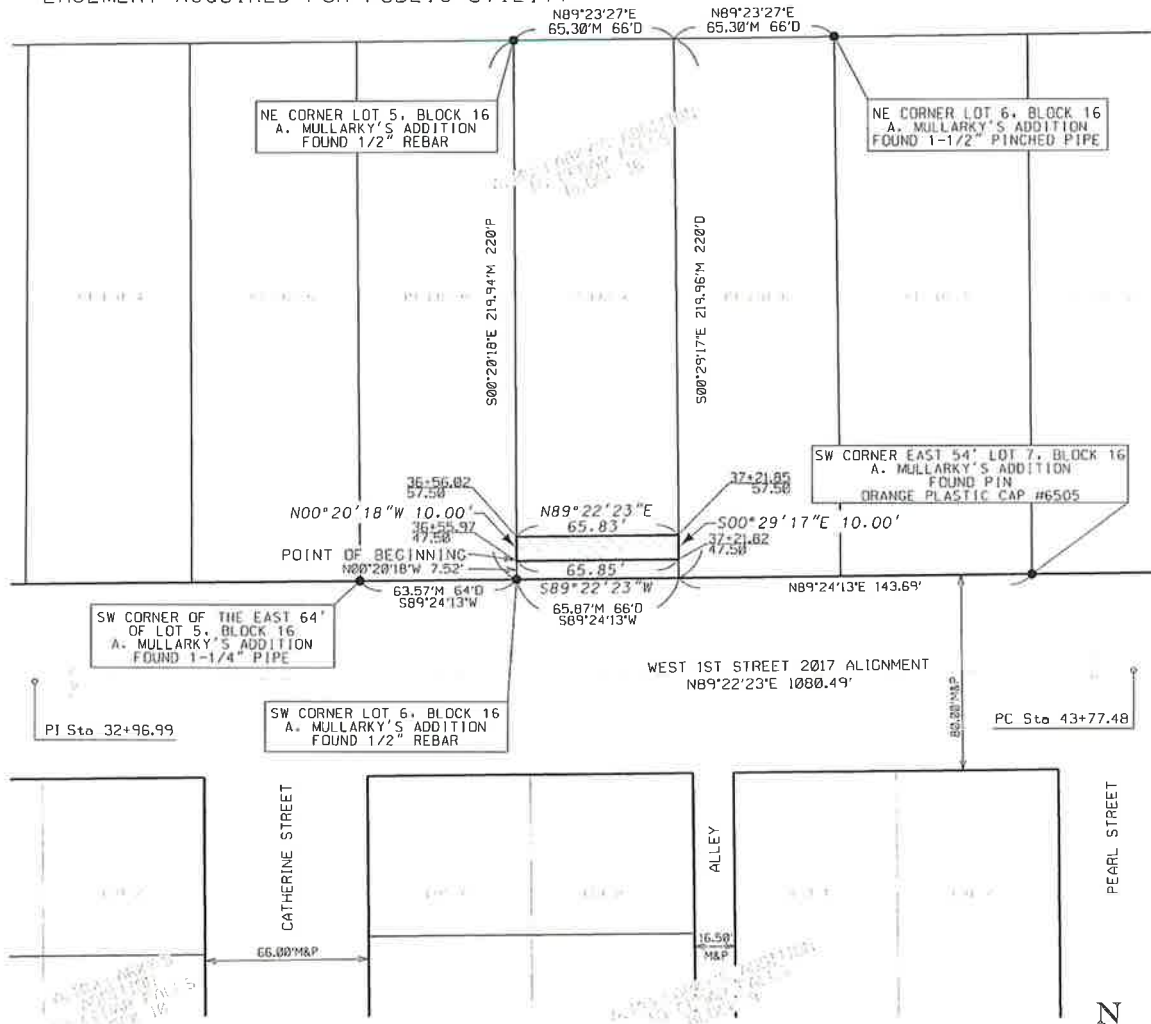
Signed this _____ day of _____, 2018.

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. 18
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 SANDRA K. NEUMAN

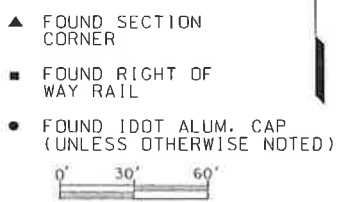
CITY OF CEDAR FALLS, IOWA
EASEMENT ACQUIRED FOR PUBLIC UTILITY



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 Coffey 2-18-2018
TERRY COFFEY 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'
-365-



DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 18

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 00°20'18" WEST ALONG THE WEST LINE OF SAID LOT 6, A DISTANCE OF 7.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°20'18" WEST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH 89°22'23" EAST, 65.83 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID LOT 6; THENCE SOUTH 00°29'17" 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.

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 Sandra K. Neuman, 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.

Item G.2.j.

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.

Sandra K. Neuman 9/17/18 N/A
Sandra K. Neuman Date (spouse) Date

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on September 17, 2018

by Sandra K. Neuman 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 G.2.j.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 18 - SANDRA K. NEUMAN

SCALE:
1" = 40'

DATE:
02/08/2018

PROJECT #:
STP-57-2(28)--2G-07



#PROJECT#
#DATE#
#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

5) 964-2020
9)273-8600

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 1031 W. 1st St. COUNTY TAX PARCEL NO.8914-11-228-023
PARCEL NO. 16
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 Emily R.Grigg-Caldwell and Shimri Caldwell, wife and husband, 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>8,911.00</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>508</u>	sq. ft.	<u>\$ 4,572.00</u>
Permanent Utility Easement	<u>680</u>	sq. ft.	<u>\$ 3,060.00</u>
Temporary Easement	<u>680</u>	sq. ft.	<u>\$ 979.00</u>
Miscellaneous/Other	<u>concrete paving</u>		<u>\$ 300.00</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 a 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.

Emily R. Grigg-Caldwell 09/21/2018 Shimri Caldwell 9-21-18
 Emily R. Grigg-Caldwell Date Shimri Caldwell Date

For an acknowledgment in an individual capacity:

State of Iowa
 County of Black Hawk

This record was acknowledged before me on September 21, 2018
 by Emily R. Grigg-Caldwell & Shimri Caldwell Name(s) of individual(s)

Joanne Goodrich
 Signature of notarial officer

Joanne Goodrich
 Printed name of notarial officer
May 28, 2021
 My commission expires



BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

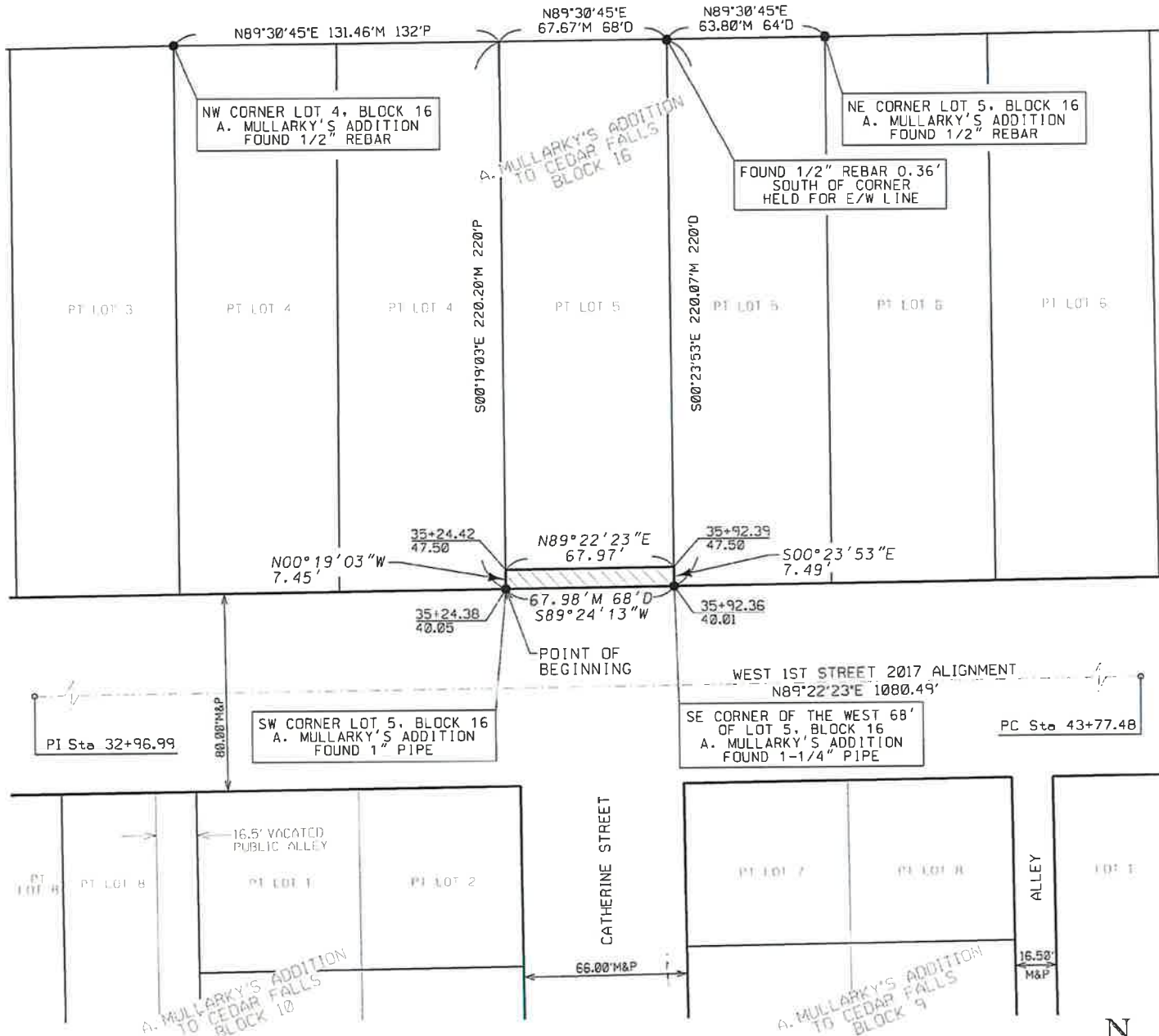
This instrument was acknowledged before me on the ____ day of _____, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

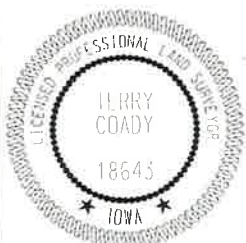
Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL
PROJECT NO. STP-57-2(28)-2C-07 PARCEL 16
SECTION 11 TOWNSHIP 89 NORTH RA 14 WEST
ROW-FEE 508 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 EMILY R. GRIGG-CALDWELL

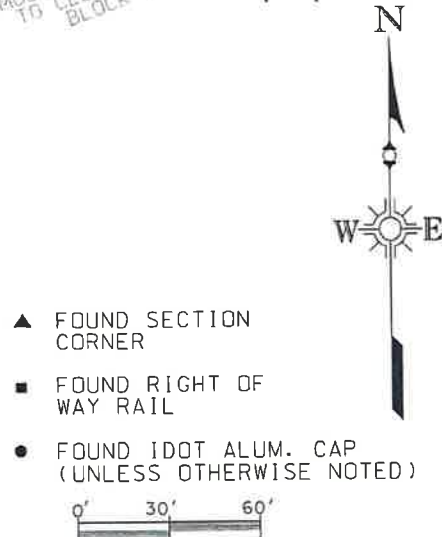
CITY OF CEDAR FALLS, IOWA





I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 2-18-2018
 TERRY COADY DATE:
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: _____
 EXHIBIT "A" ONLY



DATE REVISED _____
 DATE DRAWN JANUARY 29, 2018 SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 16

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 5 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 5, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°19'03" WEST ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 7.45 FEET; THENCE NORTH 89°22'23" EAST, 67.97 FEET TO THE EAST LINE OF THE WEST 68.00 FEET OF SAID LOT 5; THENCE SOUTH 00°23'53" EAST ALONG SAID EAST LINE, 7.49 FEET TO THE SOUTHEAST CORNER OF SAID WEST 68.00 FEET OF LOT 5; THENCE SOUTH 89°24'13" WEST ALONG THE SOUTH LINE OF SAID LOT 5, 67.98 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (508 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

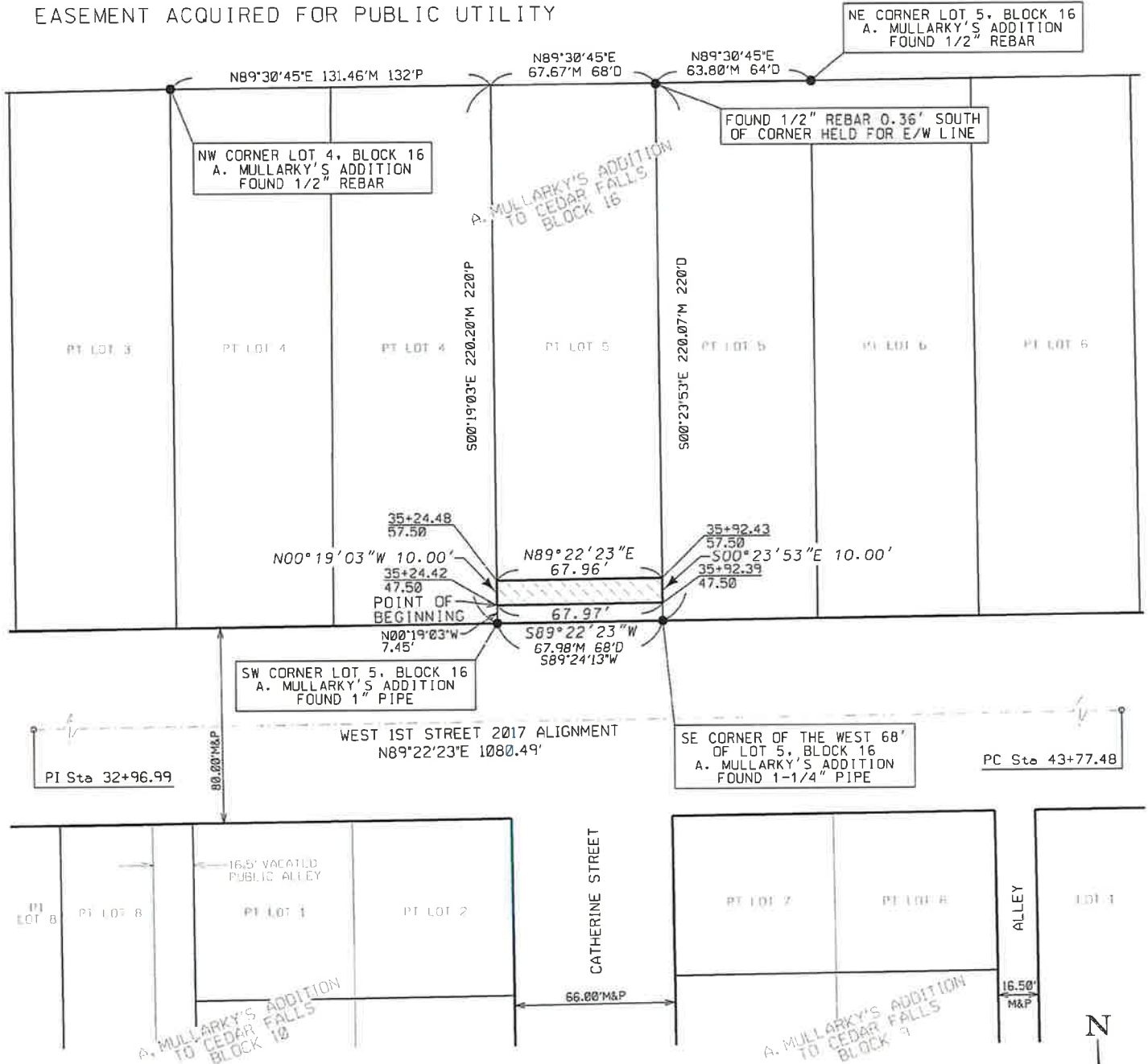
NOTE:

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 16
PROJECT NO. STP-57-2(28)-2C-07 PARCEL 16
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE _____ AC. EASE 680 S.F. EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM EMILY R. GRIGG-CALDWELL

CITY OF CEDAR FALLS, IOWA
EASEMENT ACQUIRED FOR PUBLIC UTILITY

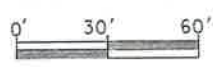


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

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'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 16

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 5, 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.

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 16 - EMILY R. GRIGG CALDWELL

SCALE:
 1" = 40'

DATE:
 02/08/2018

PROJECT #:
 STP-57-2(28)-2G-07



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, Emily R. Grigg-Caldwell and Shimri Caldwell, wife and husband, 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.

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.

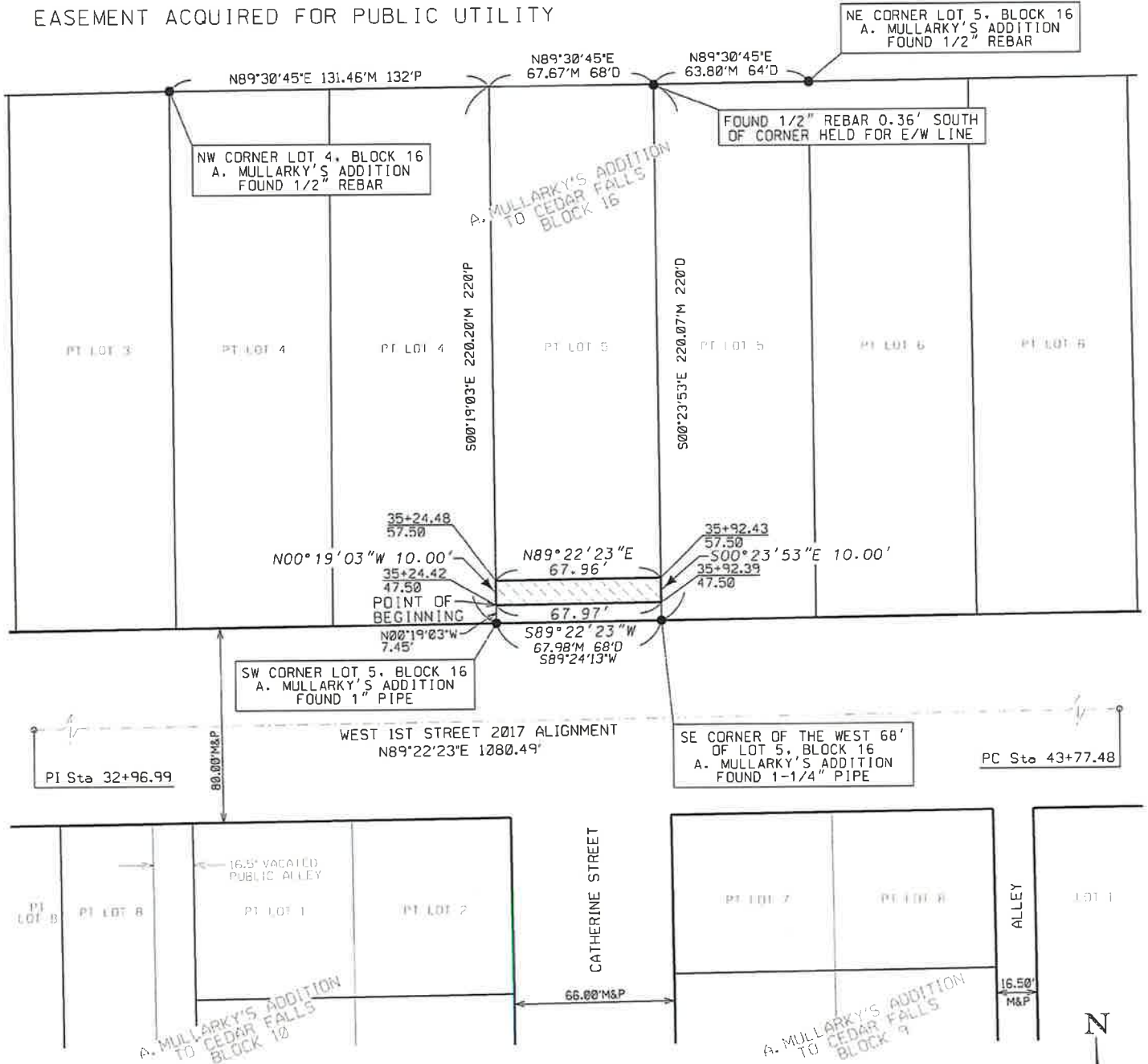
9. Existing Structures, Plantings and Fencing. Grantor and its grantees, acknowledge the existing structures, plantings, and fencing remaining inside the Easement following construction of the West 1st Street Improvements Project may remain until such time use of the Easement area is needed by the City. 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.

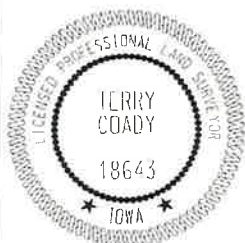
Grantor does hereby covenant that Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL _____
PROJECT NO. STP-57-2(28)-2C-07 PARCEL 16
SECTION 11 TOWNSHIP 89 NORTH RA 14 WEST
ROW-FEE _____ AC, EASE 680 S.F. EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE _____
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE _____
ACQUIRED FROM EMILY R. GRIGG-CALDWELL

CITY OF CEDAR FALLS, IOWA
EASEMENT ACQUIRED FOR PUBLIC UTILITY






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.

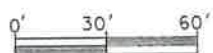
Terry Coady 2-18-2018
TERRY COADY DATE:
 License number 18643

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'

DATE REVISED _____
DATE DRAWN JANUARY 29, 2018 SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 16

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 5, 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 5, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°19'03" WEST ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 7.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°19'03" WEST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH 89°22'23" EAST, 67.96 FEET TO THE EAST LINE OF THE WEST 68.00 FEET OF SAID LOT 5; THENCE SOUTH 00°23'53" EAST ALONG SAID EAST LINE, 10.00 FEET; THENCE SOUTH 89°22'23" WEST, 67.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (680 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 Emily R. Grigg-Caldwell and Shimri Caldwell, wife and husband, 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.

Emily R. Grigg-Caldwell 09/21/2018 Shimri Caldwell 9-21-18
Emily R. Grigg-Caldwell Date Shimri Caldwell Date

For an acknowledgment in an individual capacity:

State of Iowa
County of Black Hawk

This record was acknowledged before me on September 21, 2018
by Emily R. Grigg-Caldwell & Shimri Caldwell 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 following 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 16 - EMILY R. GRIGG CALDWELL

SCALE:
 1" = 40'

DATE:
 02/08/2018

PROJECT #:
 STP-57-2(28)-2G-07



#PLTDRVL*
 #SPENBLL*
 #SHEETNAME*

#FILEL*
 #DATE*
 #USER*



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: September 27, 2018


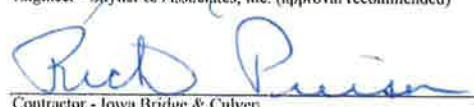
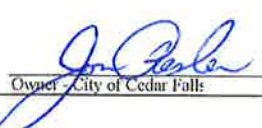
SUBJECT: Levee/Floodwall System Improvements Project
City Project Number FL-000-1975
Change Order No. 2

The City of Cedar Falls has awarded the Levee/Floodwall System Improvements Project to Iowa Bridge and Culvert, LC of Washington, Iowa. This contractor will be raising the level of flood protection along the length of the levee by approximately two (2) feet. The improvements to the system will involve both new structural walls as well as increased earthen sections. The levee is approximately 6,100 linear feet long, beginning at Center Street, running east and south along the Cedar River, and ending at the Western Homes Community just south of E. 9th Street.

As introduced during the July 16, 2018 Council Committee of the Whole, attached is a change order for additional work for the Levee/Floodwall System Improvements Project in the amount of \$344,804.18. The funding for this project, including change orders, will be provided by an Iowa Flood Management Program grant.

The Department of Community Development recommends approving and executing the change order with Iowa Bridge and Culvert, LC. for the Levee/Floodwall System Improvements Project.

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

CHANGE ORDER NO.		Two (2)					
PROJECT: Levee/Floodwall System Improvements City of Cedar Falls 927/2018	CONTRACTOR: Iowa Bridge & Culvert 409 North Ave B Washington, IA 52353						
OWNER: City of Cedar Falls	SNYDER & ASSOCIATES PROJECT #: 117,0950.08						
You are directed to make the following changes in this contract which include the attached Exhibits A:							
C2-1	Segment 1 Little Giant Lift Station						
C2-2	Segment 3 Wall Aesthetics						
C2-3	Segment 1 Additional Trenchless Installation of Sanitary Line						
C2-4	Segment 1 Additional Electrical Work						
C2-5	Segment 4 Wall Reconstruction						
C2-6	Additional Structural Concrete						
C2-7	Additional Reinforcing Steel						
Reason for changes:							
C2-1	A pump station was added to the scope of work to provide a working sanitary service line to the Ice House Museum.						
C2-2	A decorative wall relief pattern and light poles were added to the scope of work to match adjacent segments of the flood wall.						
C2-3	An old foundation did not allow trenched installation methods of the sanitary line called for in Segment 1 to be possible. Trenchless installation methods were used to avoid conflict between the sewer line and the old foundation.						
C2-4	Additional electrical hardware was needed for the lights and electrical infrastructure in Segment 1. Existing electrical infrastructure in this location was unable to be utilized.						
C2-5	Additional labor was necessary for the complete removal of Segment 4 wall. During excavation of the Segment 4 wall it was determined that the existing wall could become compromised with the proposed wall extension and a complete reconstruction of the Segment 4 wall was necessary.						
C2-6	Additional structural concrete was needed to for the Segment 4 wall.						
C2-7	Additional reinforcing steel was needed for the Segment 4 wall.						
Cost Breakdown: (Quantities are Estimated)							
Item	Description	Bid Quantity	Updated Quantity	Quantity Change	Unit	Unit Price	Total
C2-1	Segment 1 Little Giant Lift Station (Ice House Museum, Labor and Equipment)	0	1	1	LS	\$ 14,799.41	\$ 14,799.41
C2-2	Segment 3 Wall Aesthetics (Light Poles and Electric)	0	1	1	LS	\$ 19,415.00	\$ 19,415.00
C2-3	Segment 1 Additional Trenchless Installation Sanitary Line	0	1	1	LS	\$ 1,629.38	\$ 1,629.38
C2-4	Segment 1 Additional Electrical Work	0	1	1	LS	\$ 1,210.00	\$ 1,210.00
C2-5	Segment 4 Reconstruction	0	1	1	LS	\$102,708.58	\$ 102,708.58
C2-6	Additional Structural Concrete	1,685.26	1,858.00	172.74	CY	\$ 552.00	\$ 95,352.48
C2-7	Additional Reinforcing Steel	180,108.48	258,458.00	78,349.52	LB	\$ 1.40	\$ 109,689.33
This change will result in a net increase in the cost of the project of:							\$ 344,804.18
This change will result in a net increase in the allowable time for the project of:					Deadline for This Work Only:	N/A	
					Change in Working Days:	26	
					Working Days		
Approved Original Contract Amount					150	\$3,609,458.35	
Total of Previous Approved Change Orders					N/A	\$45,755.82	
Project Total Prior to This Change Order					N/A	\$3,655,214.17	
Change Order No. 2:					26	\$344,804.18	
CONTRACT TOTAL, (INCLUDING ALL CHANGE ORDERS TO-DATE):					176	\$4,000,018.35	
The change described herein is understood, and the terms of settlement are hereby agreed to:							
By:  _____ Engineer - Snyder & Associates, Inc. (approval recommended)					Date: <u>9/27/18</u>		
By:  _____ Contractor - Iowa Bridge & Culvert					Date: <u>9-27-18</u>		
By:  _____ Owner - City of Cedar Falls					Date: <u>9/27/18</u>		



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: September 27, 2018

SUBJECT: Levee/Floodwall System Improvements Project
Project No. FL – 000 – 1975
Permanent Utility Easement Agreement

The Levee/Floodwall System Improvements Project is currently under construction. This project involves raising the level of flood protection along the length of the levee by approximately two (2) feet. The improvements to the system will involve both new structural walls as well as increased earthen sections.

This project requires a permanent utility easement from one property in order to complete the improvements to the Levee/Floodwall System for the 2018 construction season. This easement encompasses 450 sq. ft. on 812 Grove Street, with the total permanent easement cost of \$2,025.00 paid by an Iowa Flood Management Program grant. The Permanent Utility Easement Agreement and Purchase Agreement are attached for review.

The Engineering Division recommends that the Permanent Utility Easement Agreement with the property owner at 812 Grove Street, 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, PE, City Engineer

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319) 273-8600

CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 812 Grove Street Cedar Falls, IA 50613
COUNTY TAX PARCEL NO. 8914-12-459-007
PARCEL NO. 001
PROJECT NO. FL-000-1975
PROJECT NAME: Levee/Floodwall System Improvements

THIS AGREEMENT entered into this _____ day of _____, 20____, by and between Tyson Lanus and Jamie Lanus, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. The Seller agrees to sell and furnish to the Buyer a permanent utility easement agreement on form(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 Permanent Utility Easement Area

- 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 permanent utility easement agreement, 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.

Table with 3 columns: Payment Amount, Agreed Performance, Date. Rows include \$0 on right of possession, \$0 on conveyance of title, \$0 on surrender of possession, \$2025.00 on possession and conveyance (after council approval), and \$2025.00 TOTAL LUMP SUM.

Item G.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.

Tyson Lanus
Tyson Lanus

Jamie Lanus
Jamie Lanus

1. For an acknowledgment in an individual capacity:

State of Iowa

County of Bremer

This record was acknowledged before me on September 21,
2018 (Date) by Tyson &

Jamie Lanus
Name(s) of individual(s).

Wes Gielau
Signature of notarial officer



Stamp

[
Title of Office

[My commission expires: 5-28-21]

2. For an acknowledgment in a representative capacity:

State of _____

County of _____

This record was acknowledged before me on _____

(Date) by _____

Name(s) of individual(s) as _____

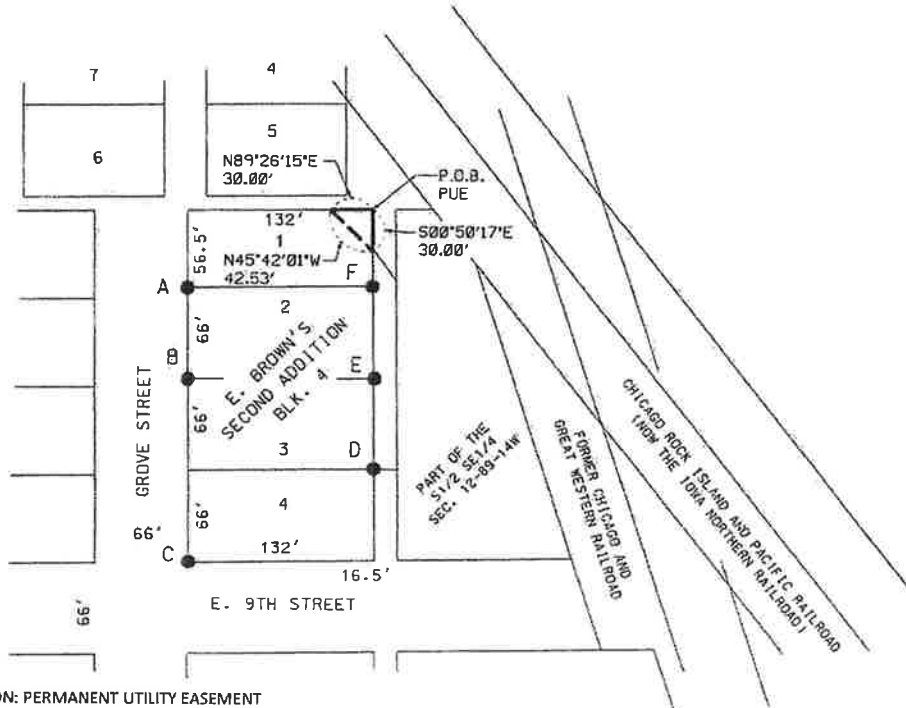
(type of authority, such as officer or trustee)

of _____
(name of party on behalf of whom record was executed) .

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

PERMANENT UTILITY EASEMENT
 PART OF LOT 1 OF BLOCK 4 IN E. BROWN'S SECOND ADDITION
 CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA

OWNER: TYSON LANUS AND JAMIE LANUS
 ADDRESS OF PROPERTY: 812 GROVE STREET, CEDAR FALLS, IOWA 50613
 MAILING ADDRESS: PO BOX 651, DENVER, IOWA 50622
 SURVEY REQUESTED BY THE CITY OF CEDAR FALLS, IOWA



DESCRIPTION: PERMANENT UTILITY EASEMENT

A PARCEL OF LAND SITUATED IN PART OF LOT 1 OF BLOCK 4 IN E. BROWN'S SECOND ADDITION, CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS.

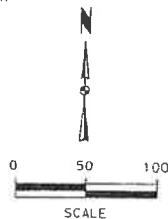
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00° (DEGREES) 50' (MINUTES) 17" (SECONDS) EAST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE EAST LINE OF SAID LOT 1 A DISTANCE OF 30.00 FEET; THENCE NORTH 45°42'01" WEST, 42.53 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE NORTH 89°26'15" EAST ON THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 450 SQUARE FEET.

Index Legend	
Location:	Lot 1 of Block 4 in E. Brown's Second Addition, Cedar Falls, Iowa
Requestor:	City of Cedar Falls
Proprietor:	Tyson Lanus and Jamie Lanus
Surveyor:	Michael R. Fagle
Company:	AECOM 501 Sycamore Street, Suite 222, Waterloo, Iowa 50703
Return To:	mike.fagle@aecom.com (319) 232-6531

● = FOUND PROPERTY PIN SEE BELOW FOR DESCRIPTION OF WHAT WAS FOUND

- PROPERTY PINS FOUND:
 A = FND. 1/2" PIPE
 B = FND. 1" PIPE WITH RIBBON
 C = FND. PINCH TOP PIPE
 D = FND. PINCH TOP PIPE
 E = FND. 1" PIPE
 F = FND. PINCH TOP PIPE



SHEET 1 OF 1

DATE SIGNED: AUGUST 27, 2018

I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Michael R. Fagle 8-27-2018
 MICHAEL R. FAGLE Date
 License number 8505
 My license renewal date is December 31, 2018
 Pages or sheets covered by this seal:

SHEET 1 OF 1



PARTIAL RELEASE OF REAL ESTATE MORTGAGE

THE IOWA STATE BAR ASSOCIATION
Official Form No. 130

Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

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

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

Denver Savings Bank

Grantees:

Tyson Lanus and Jamie Lanus,
husband and wife

Legal description: See Page 2

Document or instrument number of previously recorded documents:



PARTIAL RELEASE OF REAL ESTATE MORTGAGE

The undersigned, the present owner(s) of the mortgage hereinafter described, for valuable consideration, receipt of which is hereby acknowledged, do hereby acknowledge that the following described real estate situated in Black Hawk County, Iowa, to wit: Part of Lot 1, Block 4, E. Brown's Second Addition to the Town (now City) of Cedar Falls, Black Hawk County, Iowa. Subject to Easements of record.

is hereby released from the lien of the real estate mortgage, executed by Tyson Lanus and Jamie Lanus, husband and wife dated October 26, 2010, recorded in the records of the Office of the Recorder of the County of Black Hawk, State of Iowa, recorded as document reference number #2011-08325, specifically reserving and retaining the mortgage lien and all mortgage rights against all of the remaining property embraced in the mortgage above described.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural, and as masculine, feminine or neuter gender, according to the context.

Dated September 18, 2018.

[Signature]
Chad A. Lyons, Exec. Vice President

[Signature]
Karrie K. Ryherd, Vice President

REPRESENTATIVE CAPACITY ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF Bremer
This record was acknowledged before me on September 18, 2018, by Chad A. Lyons and Karrie K. Ryherd as Executive Vice President and Vice President of Denver Savings Bank



[Signature]
Signature of Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____
This record was acknowledged before me on _____, by _____

Signature of Notary Public

NOTE: For complete release of real estate mortgage, see ISBA Form No. 129.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

PERMANENT UTILITY EASEMENT AGREEMENT

The undersigned Tyson Lanus and Jamie Lanus, husband and wife (hereinafter "Grantors"), 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, a perpetual utility easement over, under, and across the real estate legally described below, for purposes of inspection, construction, reconstruction, operations, maintenance, repair and replacement of electrical, communications and storm sewer utilities, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things necessary or appropriate to exercise all rights granted to Grantee in this easement agreement.

Said easement is granted over the following described real estate owned by Grantors, to-wit:

SEE ATTACHED PERMANENT UTILITY EASEMENT LEGAL DESCRIPTION

This utility easement shall be perpetual in nature, shall benefit and shall be binding upon Grantors and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantors' land.

Grantors hereby agree not to create or permit any building to be constructed within the above described real estate, or to cause or permit any other obstruction or condition of any kind or character within the real estate described above that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

Item G.2.I.

GRANTORS:

Tyson Lanus
TYSON LANUS

Jamie Lanus
JAMIE LANUS

1. For an acknowledgment in an individual capacity:

State of Iowa

County of Bremer

This record was acknowledged before me on September
21, 2018 (Date) by, Tyson Lanus and Jamie Lanus.

Wes Gielau
Signature of notarial officer

Stamp

[_____]

Title of Office

[My commission expires: 5-28-21]



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Permanent Utility Easement Agreement.

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 _____, 20____, by James P. Brown Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

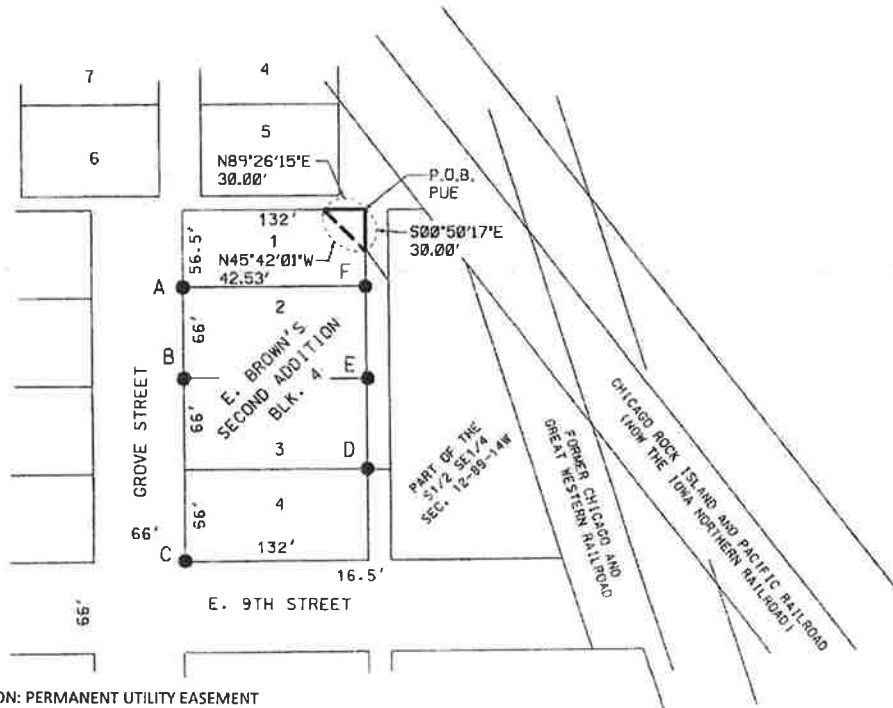
My Commission Expires: _____

Item G.2.I.

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

PERMANENT UTILITY EASEMENT PART OF LOT 1 OF BLOCK 4 IN E. BROWN'S SECOND ADDITION CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA

OWNER: TYSON LANUS AND JAMIE LANUS
ADDRESS OF PROPERTY: 812 GROVE STREET, CEDAR FALLS, IOWA 50613
MAILING ADDRESS: PO BOX 651, DENVER, IOWA 50622
SURVEY REQUESTED BY THE CITY OF CEDAR FALLS, IOWA



DESCRIPTION: PERMANENT UTILITY EASEMENT

A PARCEL OF LAND SITUATED IN PART OF LOT 1 OF BLOCK 4 IN E. BROWN'S SECOND ADDITION, CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00° (DEGREES) 50' (MINUTES) 17" (SECONDS) EAST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE EAST LINE OF SAID LOT 1 A DISTANCE OF 30.00 FEET; THENCE NORTH 45°42'01" WEST, 42.53 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE NORTH 89°26'15" EAST ON THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

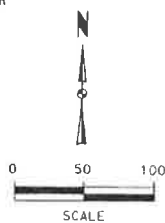
CONTAINING 450 SQUARE FEET.

Index Legend	
Location:	Lot 1 of Block 4 in E. Brown's Second Addition, Cedar Falls, Iowa
Requestor:	City of Cedar Falls
Proprietor:	Tyson Lanus and Jamie Lanus
Surveyor:	Michael R. Fagle
Company:	AECOM 501 Sycamore Street, Suite 222, Waterloo, Iowa 50703
Return To:	mike.fagle@aecom.com (319) 232-6531

● = FOUND PROPERTY PIN SEE BELOW FOR DESCRIPTION OF WHAT WAS FOUND

- PROPERTY PINS FOUND:
A = FND. 1/2" PIPE
B = FND. 1" PIPE WITH RIBBON
C = FND. PINCH TOP PIPE
D = FND. PINCH TOP PIPE
E = FND. 1" PIPE
F = FND. PINCH TOP PIPE

AECOM



SHEET 1 OF 1

DATE SIGNED: AUGUST 27, 2018

	I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa. <i>Michael R. Fagle</i> 8-27-2018 MICHAEL R. FAGLE Date License number 8505 My license renewal date is December 31, 2018 Pages or sheets covered by this seal: _____ SHEETS 1 OF 1
--	---



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Matthew Tolan, EI, Civil Engineer II
DATE: September 27, 2018
SUBJECT: Heritage Hills Estates 2nd Addition
Traffic Signal Final Acceptance
Project No. SU-175-1840

Construction work has been completed on the public improvements Heritage Hills Estates Second Addition's Traffic Signal. The project was designed by Clapsaddle Garber Associates, Inc. and has been completed in accordance with the project plans and the City of Cedar Falls standard specifications. The project was inspected by the City of Cedar Falls Engineering Division and Clapsaddle Garber Associates, Inc.

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 is a copy of the Developmental Procedures Agreement the developer, Anfinson Properties, LCC.

Heritage Hills Estates Second Addition Traffic Signals have 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 Heritage Hills Estates Second Addition.


Matthew Tolan, EI, Civil Engineer II

September 27, 2018
Date

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

RESOLUTION No. _____

RESOLUTION APPROVING AND ACCEPTING COMPLETION OF THE TRAFFIC SIGNAL INSTALLATION PURSUANT TO THE DEVELOPMENTAL PROCEDURES AGREEMENT WITH ANFINSON PROPERTIES, L.L.C., RELATIVE TO HERITAGE HILLS ESTATES SECOND ADDITION

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has previously approved and authorized the execution of a Developmental Procedures Agreement, attached, with Anfinson Properties, L.L.C., relative to Heritage Hills Estate Second Addition, and has adopted a Resolution approving the final costs for the installation of a traffic signal located at the intersection of Greenhill Road and Prairie Parkway relative to Heritage Hills Estates Second Addition,

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 the completion of this traffic signal installation as provided in the Developmental Procedures Agreement.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the traffic signal installation contained in the Developmental Procedures Agreement with Anfinson Properties, L.L.C. relative to Heritage Hills Estates Second Addition is hereby approved and said public improvement is hereby accepted by the City of Cedar Falls, Iowa, and Anfinson Properties, L.L.C., as the Developer, is hereby released from any further obligations under said Developmental Procedures Agreement.

ADOPTED this ____ day of _____, 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

RESOLUTION NO. 20,880

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENTAL PROCEDURES AGREEMENT WITH ANFINSON PROPERTIES, L.L.C RELATIVE TO HERITAGE HILLS ESTATES SECOND ADDITION

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving and authorizing execution of a Developmental Procedures Agreement with Anfinson Properties, L.L.C relative to Heritage Hills Estates Second Addition, Project No. SU-175-1840, 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 Agreement.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said Agreement is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the City of Cedar Falls, Iowa.

ADOPTED this 18th day of December 2017.


James P. Brown, Mayor

ATTEST:


Jacqueline Danielsen, CMC
City Clerk

Item G.2.m.

Prepared by: Larry L. Anfinson, Anfinson & Luce, P.L.C., 726 W. 4th Street, Waterloo, IA 50702 (319) 235-9507
After recording, return to: Anfinson & Luce, P.L.C., 726 W. 4th Street, Waterloo, IA 50702

DEVELOPMENTAL PROCEDURES AGREEMENT HERITAGE HILLS ESTATES SECOND ADDITION CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

This Agreement is made and entered into this 6th day of June, 2016, by and between the CITY OF CEDAR FALLS, IOWA ("City") and ANFINSON PROPERTIES, L.L.C., an Iowa limited liability company ("Developer"), for the purpose of outlining procedures to be followed for the development of certain land located in the vicinity of Greenhill Road, to be known as Heritage Hills Estates Second Addition, City of Cedar Falls, Black Hawk County, Iowa, containing approximately 19.126 acres, said land legally-described as follows:

That part of the Southeast Quarter of Section 24, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, more particularly described as follows:

Beginning at the Southeast corner of said Southeast Quarter; thence N89°32'29"W 1043.08 feet along the South line of said Southeast Quarter and the North right-of-way line of Greenhill Road; thence N0°31'56"E 40.01 feet to the Southeast corner of Heritage Hills Estates; thence N0°26'35"E 130.21 feet along the East line of Heritage Hills Estates to the South right-of-way line of Spruce Hills Drive; thence N24°49'23"E 65.87 feet to the North right-of-way line of Spruce Hills Drive; thence N0°19'10"E 563.06 feet along the East line of Heritage Hills Estates and Heritage Hills Estates First Addition; thence N38°10'00"E 401.27 feet along the Southeasterly line of Heritage Hills Estates First Addition to the Southwesterly line of Heritage 5th Addition; thence S51°32'26"E 382.87 feet along the Southwesterly line of Heritage 5th Addition; thence S34°26'51"E 306.99 feet along the Southwesterly line of Heritage 5th Addition; thence S65°07'34"E 322.24 feet along the Southwesterly line of Heritage 5th Addition to the West line of Briarwood Hills Fourth Addition; thence S0°20'15"E 490.07 feet along the West line of said Briarwood Hills Fourth Addition to the point of beginning, containing 19.126 acres, and is subject to easements and restrictions of record.

(hereinafter the "Development Property").

RECITALS

- A. It is the desire of the Developer to develop the property as part of the City's R-P Residential Use Zoning District. The City will require installation of a traffic signal at the intersection of Greenhill Road and Prairie Parkway on the north side of Greenhill Road. Developer and City will each pay one-half of the cost for this traffic signal as determined by Clapsddle-Garber Associates, Inc., which cost shall include engineering expenses as well as the construction of the traffic signal. See attached Exhibit "A" for the estimated cost, by this reference incorporated herein.

- B. It is the desire of the City to see that the development proceeds in an orderly manner.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

- 1. Recitals. The Recitals are incorporated herein by reference.

- 2. Traffic Signal Construction. The Developer shall construct a traffic signal at the intersection of Greenhill Road and Prairie Parkway on the north side of Greenhill Road in accordance with plans attached hereto as Exhibit "B", which plans are incorporated by reference herein.

- 3. Cost Sharing. City and Developer agree to share the cost of the installation of this traffic signal, with each party paying one-half of the total cost for said installation, including engineering cost. Developer shall initially pay for the cost of its construction, and the City shall reimburse Developer within thirty (30) days of submittal of a payment request from the Developer.

- 4. Minimum Requirements. All work called for under this Agreement shall be in full compliance with all City requirements based on the Cedar Falls Code of Ordinances and City engineering policies and procedures, and shall be subject to approval by the City Engineer of City.

- 5. Condition of Plat Approval. Developer's compliance with the provisions of this Agreement shall be a condition for approval of the final plat of the Development Property known as Heritage Hills Estates Second Addition, City of Cedar Falls, Black Hawk County, Iowa.

6. Governing Law. This Agreement is a contract made under the laws of the State of Iowa and is governed by, and construed in accordance with, the laws of the State of Iowa.

7. Validity. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision will not affect the validity of the remaining portion of this Agreement.

8. Waiver. The action or inaction of either party will not constitute a waiver of or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by both parties, and approved by written resolution of the City Council. A party's failure to take legal action promptly to enforce this Agreement will not be a waiver or a release.

9. Binding Agreement. The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the City and the Developer, and their respective successors and assigns. This Agreement, together with the attached exhibits referred to herein, constitute a complete statement of the understanding of the parties with respect to this matter, and this Agreement may not be amended except by a writing signed by both parties. All obligations of the Developer contained in this Agreement shall be covenants that run with the land. The City shall release the obligations of Developer under this Agreement only when Developer has, in the City's reasonable judgment, fully completed its obligations under this Agreement, or, in the City's sole discretion, when the Developer has provided the City with adequate written assurances, secured in a manner deemed appropriate by the City, that Developer will complete its responsibilities and obligations under this Agreement.

10. Obligation to Perform. The Developer and City agree they are fully obligated to perform as provided in this Agreement. The City and Developer are liable and responsible for each obligation that they agree to undertake in this Agreement.

11. Authorized Representatives. The City and Developer have executed this Agreement by their duly authorized representatives.

CITY OF CEDAR FALLS, IOWA

By: , Mayor

ATTEST:

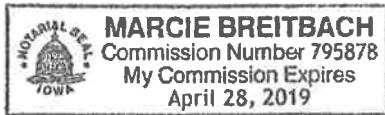

CMC, City Clerk

ANFINSON PROPERTIES, L.L.C.

By: *Craig A. Fairbanks*
Craig A. Fairbanks, Manger

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

2017 This instrument was acknowledged before me on the 19th day of December, ~~2016~~, by James P. Brown, as Mayor, and Saeguelin Danielson, CMC, as City Clerk, of the City of Cedar Falls, Iowa.



Marcie Breitbach
Notary Public in and for the State of Iowa

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

2017 This instrument was acknowledged before me on the 30th day of OCTOBER, ~~2016~~, by Craig A. Fairbanks as Manager of Anfinson Properties, L.L.C.



Sarah Lange
Notary Public in and for the State of Iowa

CEDAR FALLS
1127 Lincoln Street - PO Box 967
Cedar Falls, Iowa 50613
(319) 277-0415 Fax (319) 277-1415



EMMETSBURG
4364 360th Street - PO Box 426
Emmetsburg, Iowa 50536
(712) 852-9077 Fax (712) 852-8061

E-Mail: kwe@k-welectric.com

To: Heritage Hills Estates

Attn: Craig

Re: Greenhill Road and Prairie Parkway Signal additions

We are pleased to have the opportunity to provide you with the following quote for the traffic signal additions to the traffic signals at the above intersection. Our quote is prepared based on the traffic signal plans you provided that are designed by CGA Associates Inc. and is as follows:

Traffic signal additions per plan:	\$39,000.00
Traffic control costs for our work:	<u>\$4,000.00</u>
Total quote:	\$43,000.00

Note: The traffic signal pole will take around 12 weeks to get so please plan accordingly.

Thank You

Jeremy Brandt
Vice President



An Equal Opportunity Employer





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: September 27, 2018

SUBJECT: Fiber Optic License Agreement
Aureon Network Services
W 1st Street & Union Road

Enclosed is a proposed License Agreement between the City of Cedar Falls and Aureon Network Services to install an additional long distance telecommunications system consisting of fiber optic cable within the public right-of way of the City, in order to connect to an existing cell tower located at the southwest corner of Union Road and W 1st Street.

The City of Cedar Falls has entered into previous license agreements with Iowa Network Services, now Aureon Network Services. The proposed License Agreement follows the terms and conditions set forth in the earlier agreements and is intended to protect the City of Cedar Falls right-of way and manage and regulate in a manner consistent with federal and state law.

The Engineering Division recommends your approval of this proposed License Agreement.

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

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter the "Agreement"), is entered into by and between the City of Cedar Falls, Iowa, an Iowa municipality, whose address is 220 Clay Street, Cedar Falls, Iowa 50613 (hereinafter the "City"), and Aureon Network Services, whose address is 7760 Office Plaza Dr. S West Des Moines, Iowa 50266, hereinafter "Licensee").

Whereas, Licensee desires to acquire a license to construct, operate and maintain a certain communications systems within the City, the City is willing to grant such a license on certain terms and conditions, and the parties desire to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED BY THE PARTIES AS FOLLOWS:

1. Grant of License. City hereby grants Licensee a non-exclusive, limited license to construct, operate, maintain, inspect and repair a communications system which shall include all equipment owned, operated, leased or subleased in connection with the operation of one (1) fiber optic cable for data transmission and connection to the T-Mobile cell tower located at the southwest corner of West First Street and North Union Drive in Cedar Falls, Iowa, including but not limited to poles, pedestals, wires, pipes, cables, underground conduits, ducts manholes, vaults, fiber optic cables, and other structures, facilities or appurtenances, (hereinafter the "System") within the public right-of-way of the City, as generally depicted on Exhibit "A" attached hereto, and the parties agree that for purposes of this Agreement, the system route consists of approximately 1,500 linear feet of new fiber optic cables, subject to all rights and powers of the City under federal and Iowa law and Cedar Falls city ordinances, and subject to the terms and conditions set forth in this Agreement. Licensee acknowledges and understands that this license is non-exclusive, limited and subject to termination as provided in this Agreement. Any connections by Licensee to any other facilities, or to other persons, businesses or entities, shall require an application by Licensee to the City for a separate license within a reasonable time after Licensee furnishes to City all information and documentation in support of Licensee's request for an additional license as may be reasonably required by this form of Agreement or by any ordinance subsequently adopted by the City as described in Section 5.

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The facilities shall consist of two-inch (2") inch High Density Polyethylene ("HDPE") with ninety-six (96) strands of fiber optic cable.

All of the underground cable shall be placed at a minimum depth of 42 inches (42") below ground level, unless approved by Licensor in writing.

Licensee shall obtain all necessary permits from the Iowa Department of Transportation for boring under any state or federal highways along the route, and any necessary consent from other jurisdictions and railroads as necessary for additional boring.

The minimum clearance between the placed underground cable and sewers, culverts and/or waterways shall be twenty-four inches (24").

2. Term of License. The term of the license granted to Licensee hereunder shall commence on the 2nd day of October, 2018, and shall continue for a term of one (1) year, or until Licensee has completed the work to install its System, whichever occurs first.

3. License Fee.

a. Licensee shall pay to City an administrative license fee in the amount of ~~\$2,850.00~~, payable upon execution of this Agreement, for the rights granted to Licensee as described in this License Agreement. Said license fee shall cover only the fee for the term of this Agreement set forth in Section 2. Licensee agrees that the administrative license fee is the City's estimate of the administrative burdens imposed on the City in connection with Licensee's application and its occupation of the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such fee under applicable law. In addition to the administrative fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance.

b. Thereafter, Licensee shall have an annual license for the continued operation, inspection, maintenance and repair of Licensee's system, for a license fee in the amount of \$300.00, payable by Licensee to the City, for one (1) year period following the conclusion of the term provided in Section 2, and continuing for succeeding one (1) year terms, until termination of the license as described in Sections 4 or 21 of this Agreement. Licensee agrees that the annual license fee is the City's estimate of the right-of-way management costs imposed on the City in connection with Licensee's occupancy of, and activities in and upon, the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such annual license fee under applicable law. The annual license fee shall be payable annually no later than October 1st of each year. In

addition to the annual license fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance. The amount of the annual license fee shall be subject to review and modification based upon the reasonable costs to City to administer and manage Licensee's continued use of the City right-of-way for each succeeding one (1) year term.

4. Removal of Facilities and System. Licensee shall remove its System and all facilities and infrastructure related thereto, upon the occurrence of any one of the following events:

- a. Licensee ceases to do business in the State of Iowa; or
- b. Licensee abandons its System, or discontinues use of the System for a consecutive period of twelve (12) months; or
- c. The end of the economic life of Licensee's System and the need for its replacement; or
- d. Licensee defaults in the performance of its duties and obligations under this Agreement, and fails to timely cure such default as provided in Section 21 of this Agreement.

Upon the happening of any one or more of the following events, Licensee shall promptly, and in no event later than ninety (90) days from the happening, remove its System and all facilities and all related infrastructure from the City right-of-way at Licensee's sole cost.

5. Enactment of City Ordinance. During the term of this Agreement, if the City enacts an ordinance requiring all providers of utilities, telecommunications or other information services to pay a fee to the City on a competitively-neutral and non-discriminatory basis for the use of City right-of-way, Licensee shall comply with the terms and conditions of said ordinance promptly upon enactment of said ordinance. If such ordinance requires annual license fees for the City's continued administration and management of such providers' use of the right-of-way, Licensee shall be entitled to a refund of a pro-rata portion of its annual license fee for the year in which such ordinance is enacted, provided, however, that in no event shall there be any refund of any portion of the initial fee for installation of Licensee's System.

6. Scope of License. The license granted to Licensee in this Agreement shall only cover the initial installation of Licensee's System, facilities and related infrastructure, and any repair to such System. This Agreement shall not entitle Licensee to replace the facilities, to expand the facilities to any additional portions of the City right-of-way beyond those specifically described on Exhibit "A," or to perform any other work or construction activity within the City right-of-way beyond that specifically provided for this Agreement. Any such additional work beyond that described in this

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Agreement shall require the negotiation and execution of a new License Agreement between the City and the Licensee.

7. Licensee Contractors. The requirements of this Agreement shall apply to all persons, firms or corporations performing work for the Licensee under a contract, subcontract or other type of work order.

8. Joint Trench/Boring. Before commencement of the work of installation of Licensee's facilities, if Cedar Falls Utilities has notified the City that it desires to relocate any portion of its telecommunications facilities from above-ground infrastructure to underground infrastructure along all or any part of the route described and identified in Exhibit "A" attached hereto, and City has notified Licensee of its desire to cooperate in such construction no later than 30 calendar days after Licensee has submitted its initial construction plans to the City, then Licensee agrees to cooperate with Cedar Falls Utilities to place its fiber optic cable in a joint trench or common boring hole with Cedar Falls Utilities. Licensee agrees to share the cost of such joint trench or common boring with Cedar Falls Utilities on a basis which is fair, reasonable, and competitively neutral and non-discriminatory, as long as the costs of doing so result in overall savings to both Cedar Falls Utilities and Licensee hereunder.

9. Repair Work. Before commencing any repair work to Licensee's System involving any excavation or disturbance of the ground within the City right-of-way, Licensee shall file with the City Community Development Department an application for a permit for such repair work, accompanied by a map, detailed plan or specifications showing the proposed location of the repair work with reference to streets, alleys and the location of other utilities within the right-of-way, the size and dimension of the facilities to which the repair work will be done, and the distance above or beneath the surface of the ground that the proposed repair work will involve. Licensee shall obtain all necessary permits from the City, and pay all necessary permit fees and costs associated therewith, as are provided for by City ordinances, regulations, policies and procedures then in effect. If the proposed repair work shall interfere with the reasonable and proper use of any public improvements or any existing public utility system component or other structure upon or under the public right-of-way, the City shall within thirty (30) days after the filing of such map, plan or specifications, furnish Licensee with the changes necessary to eliminate any interference with a public utility system facility and require Licensee to amend its application for a permit for such repair work. Once such map, plan or specifications have been properly modified to meet the City's reasonable requirements, the City shall issue a permit authorizing Licensee to proceed with the repair work in accordance with the approved map, plan or specifications. No construction shall be commenced by Licensee before issuance of all necessary permits and payment of all necessary fees, unless the repairs involve emergency repairs, whereupon Licensee shall meet and confer with the City regarding the repair work and the reason for the emergency nature of the repair, unless Licensee is unable to contact the City before the repairs must be done, in which case Licensee shall make only such repairs as are necessary to remove the emergency, and shall notify the City thereof as

soon as possible and shall meet and confer with the City in an expeditions manner regarding the nature of the repair work.

10. Relocation at Request of City or City Utilities. In the event that either the City, or its municipal utilities (hereinafter the "City Utilities"), undertakes any construction, reconstruction, repair, replacement, relocation underground, or other modifications to City or City Utilities public infrastructure facilities within the right-of-way, and such undertaking cannot be reasonably be accomplished without the relocation of part or all, as the case may be, of Licensee's System, Licensee shall, upon reasonable notice to Licensee, remove and relocate such part or all of its System, facilities and related infrastructure, and, if requested by the City or the City Utilities, Licensee shall relocate its facilities in a joint trench, joint conduit, or similar joint underground structure, all at Licensee's expense. Licensee shall promptly complete such removal or relocation, and in no event shall Licensee complete such removal or relocation more than 90 days after notice by the City, unless a longer time period is agreed upon in advance by the City in its sole discretion. Licensee shall comply with all provisions of City's ordinances, now existing or hereafter enacted, including without limitation the City's existing underground ordinance. All such costs of relocation of the Licensee's facilities shall be at Licensee's sole cost and expense. In the event Licensee fails to act within a reasonable time to remove and relocate its System, facilities and related infrastructure, the City or the City Utilities may cause such System, facilities and related infrastructure of Licensee to be removed and relocated, and the costs thereof shall be paid by Licensee.

11. Relocation at Request of Other Provider. If a utility provider other than the City or the City Utilities obtains a permit from the City for installation or relocation of its utility facilities within the public right-of-way that reasonably requires the relocation of part or all, as the case may be, of Licensee's facilities, such costs of relocation shall be borne by the other utility provider, not by Licensee or by the City or the City Utilities. Relocation shall be completed as set forth in Section 10.

12. Approval of State of Iowa. In the course of installation of Licensee's facilities, if any approval from the State of Iowa is required, Licensee shall obtain such approval at its sole cost and expense before commencing the work that requires State of Iowa approval.

13. License Complies with Federal and State Law. Licensee specifically agrees that license granted to it under this Agreement does not create an unreasonable barrier to interstate or intrastate commerce, is in accord with the City's right to regulate the use of its public right-of-way in a competitively neutral and non-discriminatory manner, and that this license complies with all applicable federal and state laws, including without limitation Title 47, United States Code Sections 2153(a) and 253(b).

14. Bond. Licensee shall post a bond with the City in an amount at least equal to the total cost of installation of Licensee's System and all facilities and infrastructure related thereto within the public right-of-way, or the cost of installation of that portion of

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Licensee's System which its permit covers, whichever is applicable, in a form and of a content reasonably acceptable to City, and in compliance with the City's ordinances, regulations, policies and procedures.

15. Additional Requirements Relative to Installation and Repair Work. In the process of installation of the Licensee's facilities, or the repair of any portion of Licensee's system, any excavation or obstruction made or placed in the public right-of-way at any time or for any purpose by Licensee shall be properly barricaded to comply, at a minimum, with requirements set forth in the Manual on Uniform Traffic Control Devices (MUTCD). Licensee shall provide to the City for the City's approval, prior to commencement of any installation or repair, written plans and specifications which shall include, at a minimum, requirements set forth in the Statewide Urban Design and Specification Program (SUDAS). Any pavement removed or damaged, and all other disturbed areas in the public right-of-way shall be properly and adequately replaced in accordance with the specifications of the City Engineer, all at Licensee's sole cost and expense. Licensee shall at its sole cost and expense repair any private property, public utility system component, public improvement or other public property damaged by Licensee's work, in a manner reasonably acceptable to the City Engineer. If Licensee fails to do such work after seven (7) days' notice in writing to do so from the City, the City may make such repairs at the expense of the Licensee, and Licensee shall pay said costs to City.

16. No Restriction on City Rights. Nothing in this Agreement shall restrict the right of City or the City Utilities to engage in any work within the City right-of-way, whether occupied by Licensee's facilities or otherwise. Without limiting the generality of the foregoing, the City and the City Utilities reserve the right to install any public infrastructure that may be deemed necessary or proper by the City or the City Utilities anywhere within the City right-of-way, whether occupied by Licensee or not. The City may also permit others to install facilities within the public right-of-way and the City shall not be liable to the Licensee for any damages arising out of any work by others.

17. Licensee's Facilities. Licensee's facilities erected by the Licensee within the City right-of-way shall conform to established grades of streets, alleys and sidewalks, and shall be so located as to cause no interference with other public utilities located in or upon the public right-of-way, and to cause no interference with the rights of property owners whose properties adjoin the public right-of-way. Licensee shall not place its facilities anywhere on the public right-of-way where those facilities will interfere with the normal use or maintenance of any public improvement, including but not limited to streets, alleys, sidewalks, traffic control devices, sanitary sewers, storm sewers, storm drains or water drains, electrical transmission lines, any other public utility facility of the City, the City Utilities or any other public utility provider.

18. Iowa One Call System. Upon request, Licensee agrees to assist the City or others in locating underground facilities which are part of Licensee's system, and to do so in a timely manner but not more than forty-eight (48) hours after the time of

request. Licensee agrees to enroll as a member of the “Iowa One Call System,” and shall respond to all requests and notifications made to such system.

19. Powers of City. Nothing in this Agreement shall be construed to limit any right or power of the City in any manner whatsoever, whether relating to the City public right-of-way or any other rights and powers of the City. Nothing in this Agreement shall be construed to create a special duty by the City to any owner or operator of a communications system within the right-of-way. Nothing in this Agreement shall be construed to create any property interest or right to occupy space within the right-of-way.

20. Plans and Specifications. Attached hereto, marked “Exhibit “B” are Licensee’s approved construction drawings. Upon completion of the installation of Licensee’s facilities, Licensee shall promptly furnish to the City complete and accurate copies of “as built” plans and specifications relating to its facilities located within the City right-of-way. Licensee shall keep complete and accurate maps and records of the locations and operations of its facilities and furnish copies thereof to the City upon request.

21. Violations of Agreement.

a. Upon receipt of information by the City that Licensee has violated any term or condition of this Agreement or any provisions of City ordinances, regulations, policies or procedures that regulate Licensee or its use of public right-of-way, the City shall notify Licensee of such violation. If the City determines that a default exists with respect to Licensee’s conduct, the City shall notify the Licensee of the default, and the Licensee shall cure such default within ten (10) days of receipt of such notice, provided, however, where the default cannot reasonably be cured within such ten (10)-day period, if Licensee proceeds promptly to begin curing the default with due diligence, the time for curing such default shall be extended for such period of time as is reasonably required for Licensee to completely cure such default.

b. If Licensee fails to cure a default within the ten (10)-day period, or within such reasonable extension of the ten (10)-day period as is required to cure such default, the City shall have any and all rights and remedies afforded by law, including, but not limited to, the right to proceed as follows:

- (1) Declare this Agreement terminated; or
- (2) Seek specific performance; or
- (3) Cure the default of Licensee by correcting the default and charging the reasonable costs or such work to Licensee; or
- (4) Commence litigation for damages for the default; or

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- (5) Obtain an injunction against Licensee continuing to operate its facilities covered by this license until such default is remedied; or
- (6) Any combination of the foregoing remedies, or any other remedies afforded at law or in equity.

22. Liability, Indemnification and Insurance. The Licensee covenants to indemnify, defend, and save the City and its officers, agents and employees, and the City Utilities, harmless from any and all damages arising directly from the exercise of the rights granted herein. The Licensee agrees to require contractors and subcontractors engaged in work for the Licensee within the public rights-of-way or on public property to maintain in effect during the term of work liability insurance in comprehensive form and in the amounts determined under the City of Cedar Falls Insurance Requirements for Contractors, as the same may be modified from time to time. Licensee agrees to accept the risk of having its communications systems and equipment upon the public right-of-way, including the possible risk of damage or injury to its system or equipment, and agrees to release and discharge the City and the City Utilities of any liability for damage or injury to Licensee's equipment, except to the extent caused by the City's or the City Utilities' gross negligence. In no event shall the City or the City Utilities be liable for any consequential damages arising out of any damage or injury to Licensee's equipment placed in the right-of-way.

23. Severability. In the event that a court of competent jurisdiction shall adjudge any provision or provisions hereof invalid or illegal, or direct a change by the Licensee in any matter or thing herein contained, such an invalidity or illegality or change shall in no way affect the remaining provisions of this Agreement or their validity or legality, and this Agreement in all other respects shall continue in full force and effect, as if said provision or provisions had not been so adjudged invalid or illegal, or such change had not been directed, or shall at the City's option, cause a termination of this Agreement.

24. Assignment. Licensee shall not assign or otherwise transfer this Agreement or any of the rights granted to Licensee hereunder to any third party without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Licensee is merged into or consolidated with another entity, or another entity purchases substantially all of the assets of Licensee, then such party into which Licensee is merged or with which Licensee is consolidated or the entity which purchases substantially all of the assets of Licensee shall become the successor to Licensee upon a showing to the reasonable satisfaction of the City that such third party has the financial capability to perform all of the Licensee's duties and responsibilities provided for in this Agreement, and provided, further, that the rights of Licensee shall not be expanded, increased, or altered by such merger, consolidation or purchase, with such third party being limited to only those rights specifically granted to Licensee pursuant to the terms of this Agreement.

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to irrevocably submit to the jurisdiction and venue of the Iowa District Court in and for Black Hawk County, over any action or proceeding to enforce or defend any matter arising from or related to this Agreement; (b) to irrevocably waive, to the fullest extent a party may effectively do so, the defense of any inconvenient forum to the maintenance of any such action or proceeding; and (c) not to institute any legal action or proceeding against the other party, concerning any matter arising out of or relating to this Agreement, in any court other than the one specified in this section.

30. General Provisions. This Agreement, together with any exhibits referenced herein, together constitute the entire agreement of the parties with respect to the subject matter hereof. It may not be modified or amended except by a written instrument signed by both parties. This Agreement is binding upon the parties and the permitted successors, assigns and transferees of each party.

In witness whereof, this Agreement is entered into effective as the 25th day of September, 2018.

Director of Operations
By Peter M. Kenne

CITY OF CEDAR FALLS, IOWA

By _____
James P. Brown

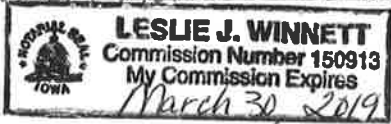
LICENSEE

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF Iowa)
COUNTY OF Dallas)

This instrument was acknowledged before me on September 25, 2018,
by Peter M. Kenne, the Director of Operations of _____
Aurum Network Services



Leslie J. Winnett - Iowa
Notary Public in and for said State

My Commission Expires: March 30, 2019

STATE OF IOWA)

COUNTY OF BLACK HAWK)
)

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

Notary Public in and for said State

My Commission Expires:

Item G.2.n.

EXHIBIT "A"

Description of Route of Aureon (INS) System, 2018 Project No. 018-1341

The facility, Project No. 018-1341, shall consist of one (1) two (2") inch diameter High-Density Polyethylene (HDPE) duct with fiber cable installed at the minimum depths of forty-two (42") inches in grassed areas, forty-eight (48") inches undercrossing driveways and sidewalks, and sixty (60") inches undercrossing streets. The service being provided is a fiber optic data transmission line to provided data connections to the T-Mobile cell tower at the southwest corner of W. 1st Street and N. Union Drive. The route of the facility shall be as follows:

South right-of-way of West 1st Street and the east right-of-way of North Union Road

1. The facility, Project No. 018-1341, shall begin at the West City Limits of Cedar Falls, entering the City from the west, being located in the south right-of-way (R.O.W.) of West 1st Street at a point being twenty three (23') feet south of the centerline of W. 1st Street at D.O.T. Sta. 846+77, 23 Rt. and being approximately one thousand three hundred twenty two and ninety eight hundredths (1,322.98') feet west of the centerline of North Union Road as shown on sheets C.1, G.1, G.2, D.1, F.57, F.58, and F.59, Project No. 018-1341", a copy of which is attached to this exhibit.
2. Thence being south of the centerline of West 1st Street, east a distance of two hundred eighty four (284') feet to Sta. 849+61, 23' Rt., to a proposed "bore pit" as shown on sheet F.57 of said exhibit B.
3. Thence from said proposed "bore pit", east-southeast a distance of two hundred one and two tenths (201.2') feet to Sta. 851+62, 31' Rt., to a sixty (60') foot radius concave southerly a distance of eleven and five tenths (11.5') feet to Sta. 851+73, 32' Rt. as shown on sheet F.58 of said exhibit B.
4. Thence southeasterly a distance of one hundred eighty three and five tenths (183.5') feet to Sta. 853+56, 43' Rt., to a ten (10') foot radius concave easterly a distance of three and four tenths (3.4') feet to Sta. 853+59, 44' Rt. as shown on sheet F.58 of said exhibit B.
5. Thence northeasterly a distance of ninety four and one tenth (94.1') feet to Sta. 854+53, 44' Rt., to a thirteen (13') foot radius concave southeasterly a distance of three and four tenths (3.4') feet to Sta. 854+56, 45' Rt. a proposed new Aureon hand-hole as shown on sheet F.58 of said exhibit B.
6. Thence southeasterly a distance of one hundred forty one and five tenths (141.5') feet to Sta. 855+97, 53' Rt., to a forty (40') foot radius concave easterly a distance of eleven and five tenths (11.5') feet to Sta. 856+08, 54' Rt. a proposed new Aureon hand-hole as shown on sheet F.58 of said exhibit B.
7. Thence easterly a distance of two hundred nineteen (219') feet to Sta. 858+27, 52' Rt., to a fifteen (15') foot radius concave southeasterly a distance of five and four tenths (5.4') feet to Sta. 858+32, 54' Rt. a proposed new Aureon hand-hole as shown on sheet F.58 of said exhibit B.

EXHIBIT "A"

8. Thence southeasterly a distance of one hundred eighteen and six tenths (118.6') feet to Sta. 859+49, 93' Rt., to a fifty (50') foot radius concave northeasterly and a distance of three and four tenths (3.4') feet to Sta. 859+83, 95' Rt. a proposed new Aureon hand-hole as shown on sheets F.58 and F.59 of said exhibit B.

9. Thence northeasterly a distance of ninety (90') feet to Sta. 860+42, 77' Rt., to a proposed new Aureon hand-hole being 21' east of the back of curb of North Union Road and 38' south of the back of curb of West 1st Street as shown on sheet F.59 of said exhibit B.

10. Thence southeasterly a distance of eighteen and four tenths (18.4') feet to Sta. 860+49, 94' Rt., to a fifty (50') foot radius concave southerly and a distance of fourteen and eight tenths (14.8') feet to Sta. 860+51, 108' Rt., to a point being three (3') feet west of the east right of way (R.O.W.) line of North Union Road as shown on sheets F.58 and F.59 of said exhibit B.

11. Thence south a distance of ninety seven (97') feet to Sta. 860+51, 205' Rt. to an "existing Aureon pull box A", being three (3') feet west of the east right of way (R.O.W.) line of North Union Road as shown on sheet F.59 of said exhibit B. (Total facility horizontal length in City right-of-way is one thousand five hundred and seven tenths (1,500.7') feet.

EXHIBIT "A"

Description of Route of Aureon (INS) System, 2018 Project No. 018-1341

The facility, Project No. 018-1341, shall consist of one (1) two (2") inch diameter High-Density Polyethylene (HDPE) duct with fiber cable installed at the minimum depths of forty-two (42") inches in grassed areas, forty-eight (48") inches undercrossing driveways and sidewalks, and sixty (60") inches undercrossing streets. The service being provided is a fiber optic data transmission line to provided data connections to the T-Mobile cell tower at the southwest corner of W. 1st Street and N. Union Drive. The route of the facility shall be as follows:

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1. The facility, Project No. 018-1341, shall begin at the West City Limits of Cedar Falls, entering the City from the west, being located in the south right-of-way (R.O.W.) of West 1st Street at a point being twenty three (23') feet south of the centerline of W. 1st Street at D.O.T. Sta. 846+77, 23 Rt. and being approximately one thousand three hundred twenty two and ninety eight hundredths (1,322.98') feet west of the centerline of North Union Road as shown on sheets C.1, G.1, G.2, D.1, F.57, F.58, and F.59, Project No. 018-1341", a copy of which is attached to this exhibit.
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3. Thence from said proposed "bore pit", east-southeast a distance of two hundred one and two tenths (201.2') feet to Sta. 851+62, 31' Rt., to a sixty (60') foot radius concave southerly a distance of eleven and five tenths (11.5') feet to Sta. 851+73, 32' Rt. as shown on sheet F.58 of said exhibit B.
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6. Thence southeasterly a distance of one hundred forty one and five tenths (141.5') feet to Sta. 855+97, 53' Rt., to a forty (40') foot radius concave easterly a distance of eleven and five tenths (11.5') feet to Sta. 856+08, 54' Rt. a proposed new Aureon hand-hole as shown on sheet F.58 of said exhibit B.
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Item G.2.n.

EXHIBIT "A"

8. Thence southeasterly a distance of one hundred eighteen and six tenths (118.6') feet to Sta. 859+49, 93' Rt., to a fifty (50') foot radius concave northeasterly and a distance of three and four tenths (3.4') feet to Sta. 859+83, 95' Rt. a proposed new Aureon hand-hole as shown on sheets F.58 and F.59 of said exhibit B.

9. Thence northeasterly a distance of ninety (90') feet to Sta. 860+42, 77' Rt., to a proposed new Aureon hand-hole being 21' east of the back of curb of North Union Road and 38' south of the back of curb of West 1st Street as shown on sheet F.59 of said exhibit B.

10. Thence southeasterly a distance of eighteen and four tenths (18.4') feet to Sta. 860+49, 94' Rt., to a fifty (50') foot radius concave southerly and a distance of fourteen and eight tenths (14.8') feet to Sta. 860+51, 108' Rt., to a point being three (3') feet west of the east right of way (R.O.W.) line of North Union Road as shown on sheets F.58 and F.59 of said exhibit B.

11. Thence south a distance of ninety seven (97') feet to Sta. 860+51, 205' Rt. to an "existing Aureon pull box A", being three (3') feet west of the east right of way (R.O.W.) line of North Union Road as shown on sheet F.59 of said exhibit B. (Total facility horizontal length in City right-of-way is one thousand five hundred and seven tenths (1,500.7') feet.

		PROJECT NO.	SHEET NO.
		016-1341	C.1
Date: 9/25/2018		Drawn: SJS	Checked: RAM
		Approved: GTS	

PARKERSBURG - CEDAR FALLS IOWA

AUREON

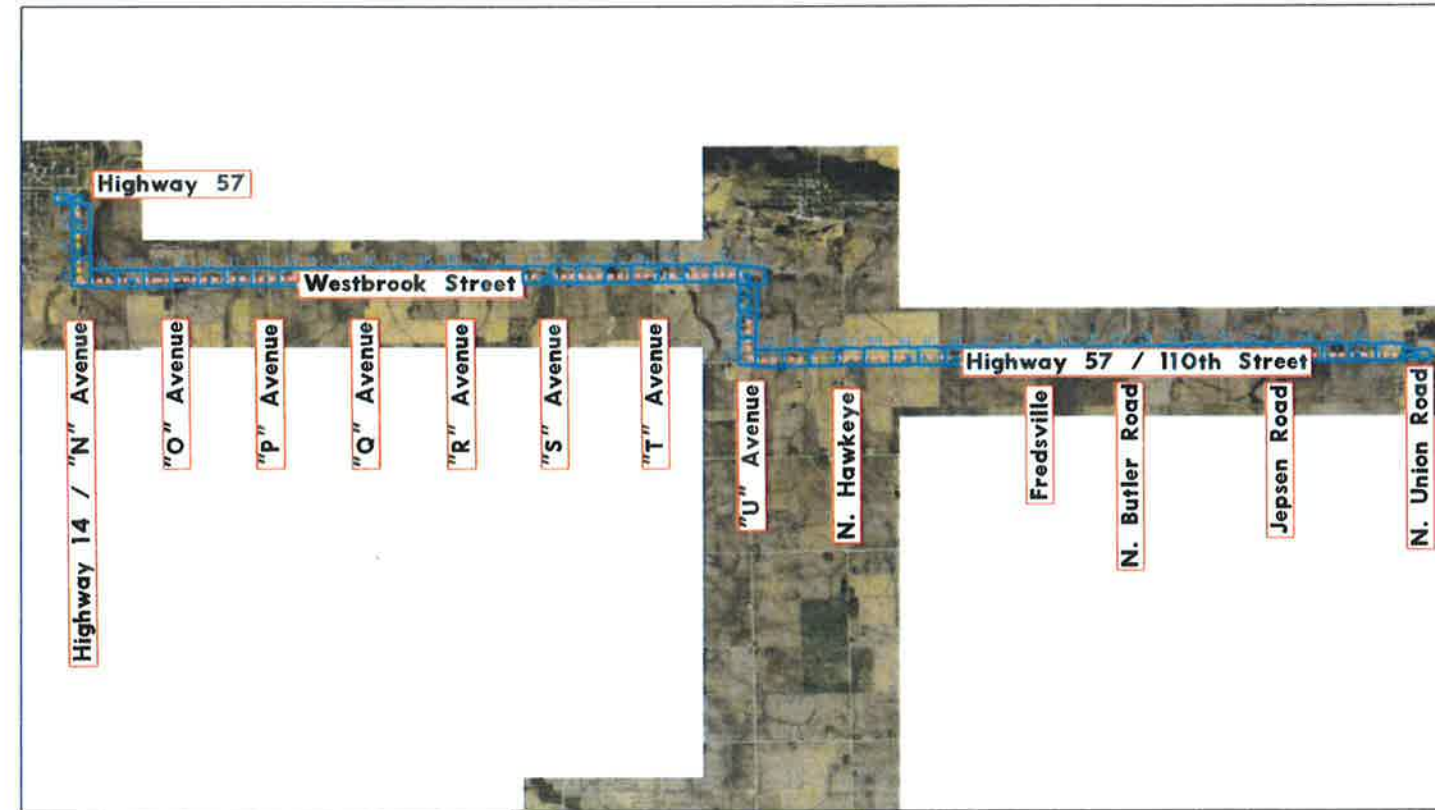
HIGHWAY 20 - PHASE 5

PROJECT COORDINATION CONTACTS			
NAME	AGENCY	PHONE NUMBER	EMAIL
JEFF KLOCKO	AUREON	515-830-0445	JEFF.KLOCKO@AUREON.COM
CHRIS LUHRING	CITY OF PARKERSBURG	319-346-2262	CELUHRING@AOL.COM
GARY MAUER	GRUNDY COUNTY	319-824-6912	
MATT TOLAN	CITY OF CEDAR FALLS	319-268-5164	MATTHEW.TOLAN@CEDARFALL.COM
KEVIN SCHLESKY	IOWA DOT DISTRICT 1 (GRUNDY COUNTY)	515-663-6363	KEVIN.SCHLESKY@IOWADOT.US
JESS ELLINGSON	IOWA DOT DISTRICT 2 (BLACK HAWK COUNTY)	641-394-3161	JESS.ELLINGSON@IOWADOT.US
DARYL ERICKSON	IOWA DOT DISTRICT 3 (BUTLER COUNTY)	641-422-9476	DARYL.ERICKSON@IOWADOT.US



PERMITS REQUIRED	
SHT. NO.	DESCRIPTION
F.1-F.2	CITY OF PARKERSBURG
F.2-F.5	IOWA DOT UTILITY ACCOMMODATION (HWY. 14)
F.5-F.33	GRUNDY COUNTY
F.30-F.47	IOWA DOT UTILITY ACCOMMODATION (HWY. 57)
F.47-F.59	IOWA DOT UTILITY ACCOMMODATION (HWY. 57)
F.59	CITY OF CEDAR FALLS
F.4-F.5, F.11, F.14, F.22, F.27-F.28, F.35-F.36, F.45, F.49-F.50	FLOODPLAIN

SHT. NO.	SHEET INDEX
C.1	COVER SHEET
G.1	GENERAL NOTES & SUMMARY OF QUANTITIES
D.1	DETAILS
F.1-F.59	FIBER DESIGN



PRIOR TO CONSTRUCTION:

CALL 811 FOR LOCATION OF UNDERGROUND TELEPHONE, ELECTRIC, GAS MAINS, CABLE TELEVISION AND OTHER UTILITIES.

EXISTING UNDERGROUND AND OVERHEAD UTILITIES AND DRAINAGE STRUCTURES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL CONTRACTORS TO EXACTLY LOCATE AND PROTECT EACH EXISTING UTILITY BEFORE AND DURING ACTUAL CONSTRUCTION.

USER: rmehts
DATE: 9/2/2018

LICENSED PROFESSIONAL ENGINEER

GREGORY T. SEIB

23179

IOWA

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 T. Seib 9-25-2018

Signature Date

Gregory T. Seib

Printed or Typed Name

23179

License Number

My license renewal date is December 31, 2018

Pages or sheets covered by this seal: C.1, G.1, D.1, F.1-F.59

COVER

Exhibit B

	PROJECT NO	SHEET N
	018-1341	G.1
	Date: 9/25/2018	Drawn: _____
	Horz. Scale	Checked: _____

Item G.2.n

LEGEND OF SYMBOLS

EXISTING CONDUIT	
EXISTING AERIAL FIBER	
CONDUIT PLACEMENT	
BFO PLACEMENT	
NEW AERIAL FIBER	
NEW AERIAL FIBER, OVERLASH	
MESSENGER CABLE	
NO CITY RECIPIENT FIBER	
EXISTING CONDUIT	
EXISTING SIGNAL CONDUIT	
ROW	
NEW PULL BOX	
NEW PEDESTAL	
NEW POLE	
NEW DOWN GUY	
NEW RISER	
NEW SLACK SPAN	
NEW SLACK LOOP	
EXISTING PULL BOX	
EXISTING PEDESTAL	
EXISTING UTILITY POLE	
EXISTING SLACK LOOP	
EXISTING SPLICE CASE	
EXISTING MANHOLE	
SIGN	
BARRICADE	
DRUM	
BORE PIT	
ARROW PANEL	
UTILITY EASEMENT	

PROJECT NOTES

- THE LOCATIONS OF ALL AERIAL AND UNDERGROUND UTILITY FACILITIES MAY NOT BE INDICATED ON THESE PLANS. UNDERGROUND UTILITIES, WHETHER SHOWN OR NOT, WILL BE LOCATED AND FLAGGED BY THE UTILITIES UPON THE REQUEST OF THE CONTRACTOR. NO EXCAVATION WILL BE PERMITTED IN THE AREA OF THE UNDERGROUND UTILITIES UNTIL ALL SUCH FACILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ALL UNDERGROUND AND AERIAL UTILITIES AND CONSTRUCTIONS.
- REQUIREMENTS:
 - DEPTH--THE UTILITY INSPECTOR SHALL MONITOR THE MINIMUM DEPTH OF COVER:

COMMUNICATIONS.....36"	ELECTRIC.....48"
WATER OR SEWER.....60"	GAS.....48"
DRAINAGE TILE.....24"	
 - FORTY-TWO (42) INCHES BELOW A PROJECTED SLOPE FROM THE FLOW LINE OF A DITCH AT A THREE (3) HORIZONTAL AND ONE (1) VERTICAL SLOPE.
 - FORTY-EIGHT (48) INCHES UNDER A ROADWAY MEASURED FROM THE SURFACE OF SAID ROADWAY TO THE TOP OF THE INSTALLATION.
 - FORTY-EIGHT (48) INCHES UNDER A STORM WATER OR CREEK CHANNEL DESIGN FLOW LINE, AND
 - MAINTAIN A MINIMUM OF 24" OF VERTICAL & HORIZONTAL SPACING FROM EXISTING UTILITIES.
 - THE APPLICANT SHALL USE REFERENCE MARKERS WITHIN THE RIGHT-OF-WAY TO LOCATE LINE AND CHANGES IN ALIGNMENT, AS WELL AS TILE LINE LOCATIONS. A PERMANENT WARNING TAPE SHALL BE PLACED ONE (1) FOOT ABOVE ALL UNDERGROUND UTILITY LINES.
 - RESIDENTS ALONG THE UTILITY ROUTE SHALL HAVE UNINTERRUPTED ACCESS TO THE PUBLIC ROADS.
 - THE APPLICANT AND ROAD DEPARTMENT REPRESENTATIVE SHALL MAKE A JOINT ASSESSMENT OF THE ROAD SURFACING BEFORE AND AFTER CONSTRUCTION. THE APPLICANT SHALL APPLY GRANULAR SURFACING TO RESTORE THE ROAD TO ORIGINAL CONDITION. ANY DISTURBED AREAS WITHIN THE RIGHT-OF-WAY SHALL BE RESTORED TO ORIGINAL CONDITION. RE-CONSTRUCTION WORK THAT IS PERFORMED BY THE COUNTY WILL BE ASSESSED TO THE APPLICANT.
 - UTILITY LINES HAVING AN INSIDE DIAMETER OF MORE THAN 2" WHICH CROSS BENEATH A PAVED ROADWAY SHALL BE PLACED WITHIN APPROVED CASINGS. CABLE CASINGS MAY BE PLACED THROUGH THE SUB-GRADE BY DIRECTIONAL BORING OR OTHER APPROVED METHODS. THE CASINGS SHALL EXTEND TO THE TOE OF THE FORE SLOPE ON EACH SIDE OF THE ROADWAY.
 - PLOWING MAY BE ALLOWED ON UNPAVED ROADS. WHERE AN OPEN TRENCH IS REQUESTED OR REQUIRED, BACKFILLING SHALL BE COMPACTED IN LAYERS OF 6" OR LESS TO AVOID SETTLEMENT. PLOWING WILL BE ALLOWED FROM SHOULDER-LINE TO SHOULDER-LINE ONLY. ALL LINES PLACED BETWEEN SHOULDER-LINE AND RIGHT-OF-WAY LINE SHALL BE TRENCHED.
 - ANY EXCAVATION, TRENCHING, OR PLOWING WITHIN THE RIGHT-OF-WAY FROM NOVEMBER 15-MARCH 15 MAY CAUSE EXCESSIVE DISTURBANCE TO THE ROADWAY AND THEREFORE WILL BE REVIEWED ON A CASE-BY-CASE BASIS. DEPENDING UPON THE WEATHER, APPROVAL MAY BE SUSPENDED.
 - OVERHEAD UTILITIES SHALL BE LOCATED TWO (2) FEET INSIDE THE R.O.W. LINE. VERTICAL CLEARANCE OVER ROADWAYS SHALL BE A MINIMUM OF EIGHTEEN (18) FEET MEASURED AT THE CENTERLINE OF THE ROADWAY. ANY OVER-HANG PROBLEMS WITH CROSS-ARMS MUST BE ADDRESSED BY THE UTILITY.
 - CONSTRUCTION SIGNING SHALL COMPLY WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. ALL WORK SHALL CONFORM TO THE IOWA DEPARTMENT OF TRANSPORTATION CONSTRUCTION MANUAL STATEWIDE URBAN DESIGN STANDARDS (SUDAS), AASHTO ROADSIDE DESIGN GUIDE, AND CRITERIA SET FORTH THEREIN.
 - ALL EQUIPMENT SHALL BE REMOVED FROM THE RIGHT-OF-WAY BETWEEN THE HOURS OF 30 MINUTES BEFORE SUNSET TO 30 MINUTES AFTER SUNRISE.
- ALL POTHOLES IN SIDEWALK PANELS WILL REQUIRE FULL PANEL REPLACEMENT.
- ANY CUT OR POTHOLE IN A CONCRETE STREETS PANEL WILL REQUIRE FULL PANEL REPLACEMENT.
- ANY CUT OR POTHOLE IN A ASPHALT STREET LANE WILL REQUIRE SEAM TO SEAM ASPHALT MILLING AND REPLACEMENT.

UTILITY CONTACTS

NAME	AGENCY	PHONE NUMBER	EMAIL
JEFF KLOCKO	AUREON	515-830-0445	JEFF.KLOCKO@AUREON.COM
KEVIN SCHLESKY	IOWA DOT	515-663-6363	KEVIN.SCHLESKY@IOWADOT.US
JESS ELLINGSON	IOWA DOT	641-394-3161	JESS.ELLINGSON@IOWADOT.US
DARYL ERICKSON	IOWA DOT	641-422-9476	DARYL.ERICKSON@IOWADOT.US
MICHAEL YOUNTS	MID-AMERICAN ENERGY	515-979-8294	MYOUNTS@MIDAMERICAN.COM
	MEDIACOM	855-633-4226	
	WINDSTREAM	877-901-4692	
	DISH NETWORK	888-926-5457	
	DIRECT TV	866-667-9485	
	ALLIANT ENERGY (NATURAL GAS)	800-255-4268	

IDOT PROJECT NOTES

NOTE 1: THIS LIST IS NOT ALL-INCLUSIVE. CONTRACTOR IS RESPONSIBLE TO REQUEST LOCATES OF ALL UTILITIES, AND COORDINATE IF NEEDED, PRIOR TO COMMENCING WORK. 72 HOUR ADVANCE NOTICE IS REQUIRED TO NOTIFY ALL UTILITY COMPANIES.

NOTE 2: EXISTING UTILITY CONFLICTS: ANY CHANGES TO THE PLANNED RUNNING LINE REQUIRE PRE-APPROVAL BY THE ICN AND ROW AUTHORITY HAVING JURISDICTION. THE PLAN FOR PARALLEL UTILITIES WOULD BE TO ADJUST THE RUNNING LINE BY AN APPROPRIATE OFFSET (APPROXIMATELY 2') OR CHANGE DEPTH OF THE INSTALLATION DEPENDING ON ROW AVAILABILITY.

SUMMARY OF QUANTITIES

ITEM	UNIT	QUANTITY
CONDUIT, 1.25" B	LF.	17,793
BURIED FIBER OPTICS, P	LF.	64,310
CONDUIT, 2" B	LF.	2,328
PULL BOX, 24" X36" X36"	EA.	15
FIBER, ARMORED	LF.	83,343
FIBER, ARMORED, UNDERGROUND SLACK STORAGE	LF.	1,600

CABLE AND CONDUIT DESIGNATIONS

B is Conduit Bored (ie., 3" B)	LC is Lead-In Cable
C is conductor (ie., 3/C)	M is Conduit Mounted (ie., 2" M)
CC is Coaxial Cable	MB is Main Line Conduit Group Bored (6) 1 1/4"
CCC is Camera Control Cable	MM is Multi Mode Fiber Cable
CDC is Camera Detector Cable	MT is Main Line Conduit Group Trenched (6) 1 1/4"
CG is Circuit Ground	NO is Number
CPC is Camera Power Cable	OH is Over Head
DB is Direct Buried	PR is Pair of Communication (ie., 6 PR)
DMSC is Dynamic Message Sign Cable	REL is Relocate
EDC is Emergency Detector Cable	REM is Remove
EIW is Electric Tracer Wire	RGS is Rigid Galvanized Steel
EX is Existing	SC is Service Cable
FI is Fabric Interduct	SL is Street Light
FLC is Fiber Locate Cable	SM is Single Mode Fiber Cable
FTW is Fiber Tracer Wire	T is Conduit Trenched (ie., 3" T)
INS is Install	TW is Tracer Wire (black or green)
INT is Intraduct	

USER: rmp/mjs
DATE: 9/6/2018

-434-

Exhibit B

PROJECT NOTES

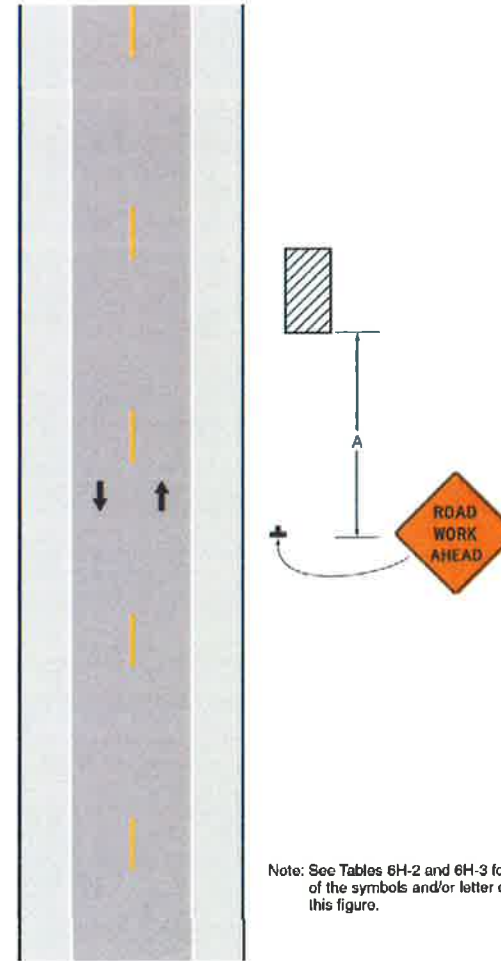
- CONTACT THE CITY OF CEDAR FALLS DEPARTMENT OF OPERATIONS AND PROGRAMS AT 319-273-8629 AT FORTY-EIGHT (48HRS) HOURS PRIOR TO STARTING CONSTRUCTION.
- THE CONTRACTOR SHALL NOT PLACE ANY HANDHOLES IN ANY SIDEWALK.
- THE CONTRACTOR SHALL BORE UNDER ALL STREETS, ROADS, DRIVEWAYS, SIDEWALKS AND RECREATIONAL TRAILS.
- CONTRACTOR PRACTICES AND ALL FINISHED WORK SHALL CONFORM TO THE CURRENT STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) PROGRAM, INCLUDING ALL LOCAL GOVERNMENTAL SUPPLEMENTAL SPECIFICATIONS AND CEDAR FALLS SPECIFICATIONS IN EFFECT WITHIN THE APPLICABLE JURISDICTION. ALL AREAS WHERE WORK IS PERFORMED OR AFFECTED BY THE WORK SHALL BE RETURNED TO A CONDITION EQUAL TO OR BETTER THAN THEIR ORIGINAL CONDITION. THE CEDAR FALLS CITY ENGINEER WILL GIVE FINAL DETERMINATION WHETHER ALL "RETURNED CONDITIONS" ARE EQUAL TO OR BETTER THAN THE ORIGINAL AND ACCEPTABLE.
- MINIMUM CLEARANCE UNDER SEWERS, CULVERTS IS 24". THE MINIMUM CLEARANCE UNDER WATERWAYS IS 36".
- THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE FOOT (1') OF HORIZONTAL CLEARANCE FROM STORM SEWER PIPES AND STRUCTURES WITH THE ALIGNMENT. THE FIBER OPTIC CABLE SHALL ALWAYS BE PLACED BELOW (UNDERPASS) AN EXISTING STORM SEWER OR POSSIBLE FUTURE STORM SEWER BOTTOM OF PIPE ELEVATION BY A MINIMUM CLEARANCE OF 2'.
- THE CONTRACTOR SHALL MAINTAIN AT LEAST FOUR FEET (4') OF HORIZONTAL CLEARANCE FROM SANITARY SEWER PIPES AND STRUCTURES WITH THE ALIGNMENT. WHEN A 2' VERTICAL CLEARANCE ABOVE AN EXISTING SANITARY SEWER OR POSSIBLE FUTURE SANITARY SEWER IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL BE PLACED BELOW (UNDERPASS) THE SANITARY SEWER BOTTOM OF PIPE ELEVATION BY THE MINIMUM CLEARANCE OF 2'.
- THE CONTRACTOR SHALL MAINTAIN AT LEAST THREE FEET (3') OF HORIZONTAL CLEARANCE AND TWO FEET (2') VERTICAL CLEARANCE FROM WATER MAINS WITH THE ALIGNMENT. WHEN A 2' VERTICAL CLEARANCE ABOVE A WATER MAIN OR SERVICE IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL BE PLACED BELOW (UNDERPASS) THE WATER MAIN OR SERVICE BOTTOM OF PIPE ELEVATION BY THE MINIMUM CLEARANCE OF 2'.
- DISTANCES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR SHALL FIELD VERIFY CONDITIONS AND MATERIALS NEEDED PRIOR TO CONSTRUCTION.
- IOWA STATE LAW REQUIRES EXCAVATORS TO NOTIFY IOWA ONE-CALL AT LEAST 48 (FORTY-EIGHT) HOURS PRIOR TO ALL EXCAVATIONS (EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS). CONTRACTORS MUST CAREFULLY HAND DIG WITHIN THE 24* SAFETY ZONE WHEN EXPOSING UNDERGROUND UTILITIES. IOWA ONE-CALL DOES NOT MARK ALL PRIVATE UTILITIES.
- THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT AND APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), FEDERAL, STATE AND LOCAL RULES AND REGULATIONS GOVERNING THE SAFETY OF EMPLOYEES AND MATERIAL DURING THE CONSTRUCTION, INSTALLATION, AND RESTORATIONS ON THIS PROJECT.
- WHEN PLOWING/TRENCHING FOR PLACEMENT OF FIBER OPTIC CABLE OR DUCT, A MARKER TAPE SHALL ALSO BE PLACED 18" BELOW EXISTING SURFACE, DIRECTLY ABOVE THE CABLE OR DUCT BEING PLACED.
- NO TRENCH OR EXCAVATION SITE SHALL BE LEFT UNATTENDED AT ANY TIME OR LEFT OPEN OVERNIGHT.
- THE FOLLOWING SPECIAL PROVISIONS SHALL APPLY TO TRAFFIC REGULATIONS DURING THE ENTIRE EXTENT OF THIS PROJECT WORK:
 - THERE SHALL BE AT ALL TIMES ADEQUATE VEHICLE AND PEDESTRIAN ACCESS FOR INGRESS AND EGRESS FOR THE PROPERTIES ADJACENT TO THE PROJECT WORK.
 - DURING NON-WORKING HOURS THE CONTRACTOR SHALL KEEP THE EXISTING TRAFFIC LANES CLEAR FROM INTERFERENCE, INCLUDING ALL APPROACHES AND INTERSECTIONS.
 - IF LANE BLOCKAGE IS UNAVOIDABLE, THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEERING DIVISION, THE CITY MUNICIPAL OPERATIONS AND PROGRAMS DEPARTMENT, POLICE DEPARTMENT, FIRE DEPARTMENT, AMBULANCE SERVICES, SCHOOL BUS GARAGES AND ALL OTHER AGENCIES OPERATIONS AS APPROPRIATE SO THAT THESE AGENCIES MAY PLAN TO RE-ROUTE THEIR VEHICLES AROUND THE CONSTRUCTION WORK ZONE(S).
- FOR ALL PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES: ALL CONDUITS AND FIBER OPTIC CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60*) INCHES BELOW PUBLIC ROADWAYS AND PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED WITHIN A NOTE PERTAINING TO AN INDIVIDUAL UNIQUE AREA ALONG AN ALIGNMENT ON THIS PLAN VIEW SHEET. ALL CONDUITS AND FIBER OPTIC CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF TWENTY FOUR (24*) BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND /OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC CABLE IN AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT OF WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN VIEW SHEET. WHEN A 2' VERTICAL CLEARANCE ABOVE A UTILITY IS IN CONFLICT WITH ANY MINIMUM BURY DEPTH WHETHER IT BE 42" IN GRASSED AREAS, 48" UNDERCROSSING DRIVEWAYS OR 60" UNDERCROSSING STREETS, THE FIBER OPTIC CABLE SHALL UNDERPASS THE UTILITIES BY A MINIMUM CLEARANCE OF 2'.
- THE CONTACT FOR THE CITY OF CEDAR FALLS ENGINEERING DIVISION IS CHASE SCHRAGE AT 319-268-5170.

UTILITY WARNING:
 ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM MAPS AND RECORDS OBTAINED BY THE ENGINEER OF RECORD. THE ENGINEER OF RECORD MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE ENGINEER OF RECORD DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.

PROPOSED:
 2" ORANGE HDPE CONDUIT = 1,230'
 PULL BOX, 24" X 36" X 36" = 1

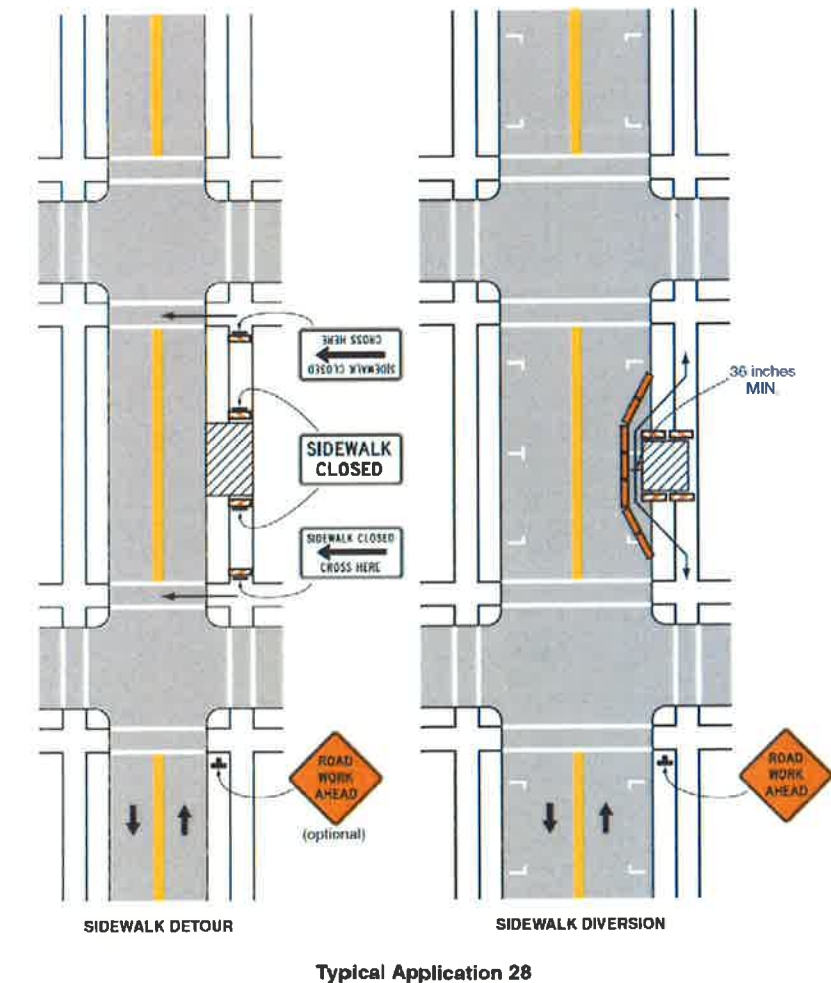
LENGTH OF UTILITY, IN CEDAR FALLS RIGHT-OF-WAY		
SEE PLANS FOR OFFSET INFO	UNIT	QUANTITY
BURIED FIBER OPTICS, PLOW	LF.	280
CONDUIT, 2" BORE	LF.	1,230
PULL BOX, 24" X 36" X 36"	EA.	1
FIBER, ARMORED	LF.	1,510
FIBER, ARMORED, UNDERGROUND SLACK STORAGE	LF.	200
TOTAL CONSTRUCTION IN CEDAR FALLS RIGHT-OF-WAY	LF.	1,510

Figure 6H-1. Work Beyond the Shoulder (TA-1)



Typical Application 1

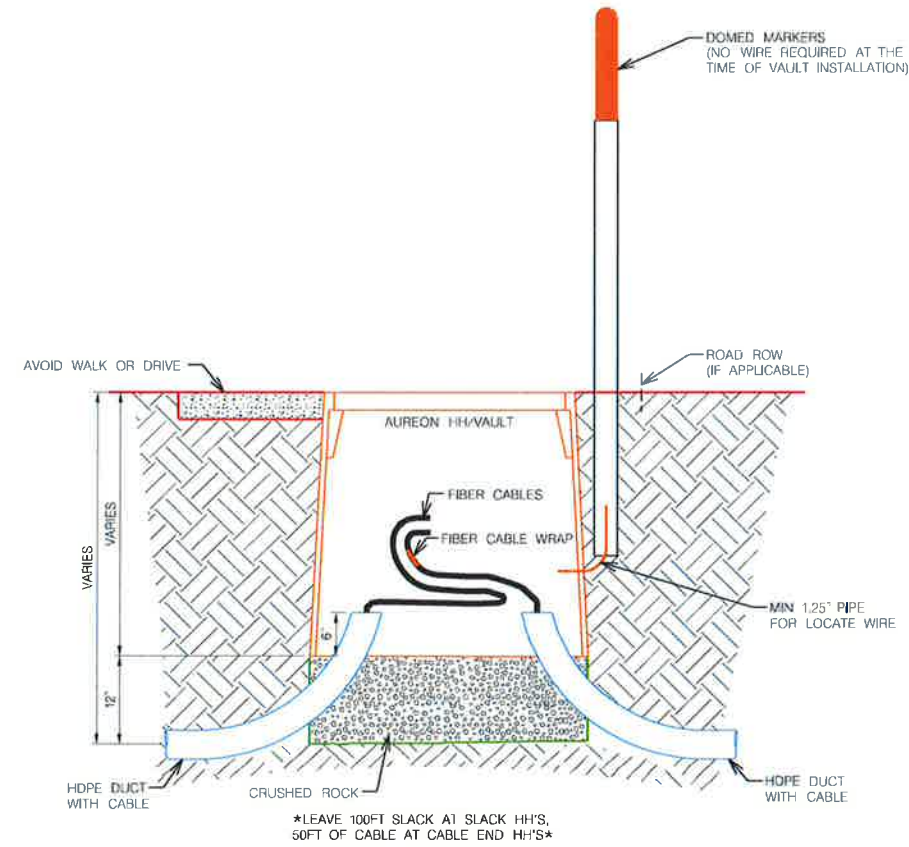
Figure 6H-28. Sidewalk Detour or Diversion (TA-28)



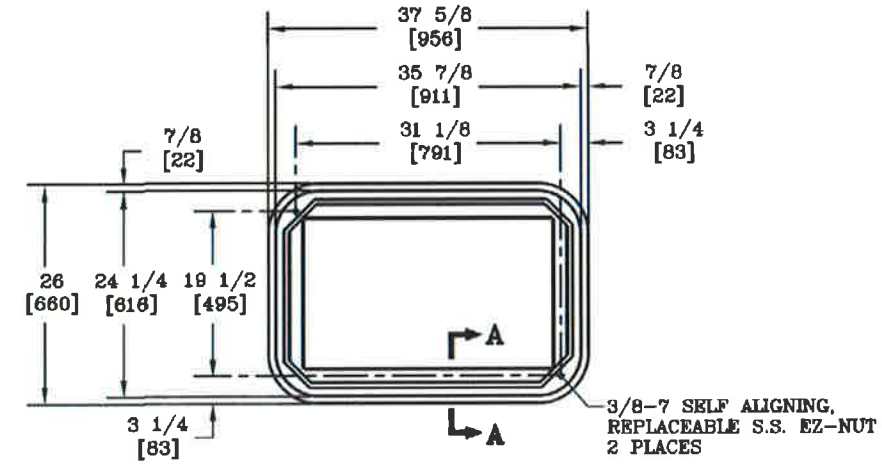
Typical Application 28

TRAFFIC CONTROL PLAN (TCP) NOTES

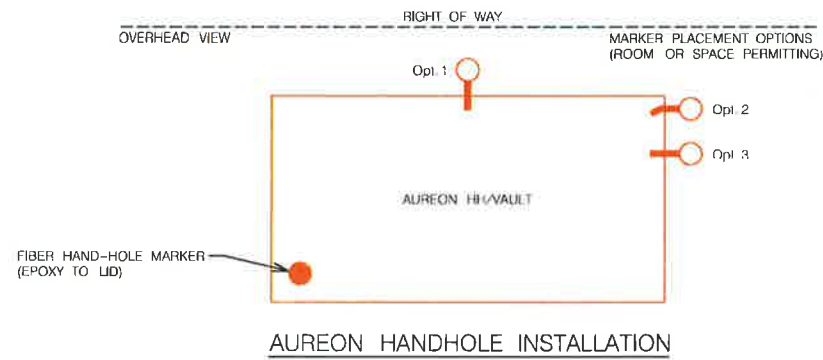
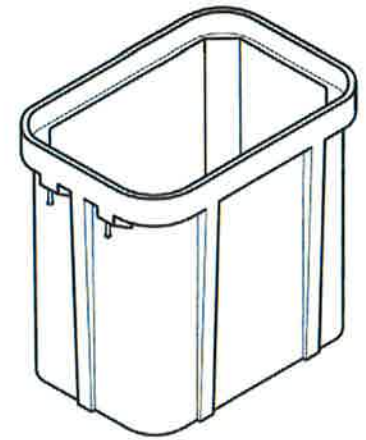
- OLSSON DOES NOT ASSUME THE ROLE OF TRAFFIC CONTROL SUPERVISOR (TCS).



AUREON HH/Vault PLACEMENT
CABLE SLACK ONLY LOCATIONS
ELEVATION VIEW



AUREON QUAZITE 24X36X36 DETAIL



AUREON HANDHOLE INSTALLATION

-436-

USER: rments
DATE: 9/6/2018

Exhibit B



PROJECT NO. 018-1341	SHEET NO. F.57
Date: 9/25/2018	Drawn: STS
	Checked: RAM
	Approved: GTS



CITY OF CEDAR FALLS - SPECIFIC PROJECT NOTES
 FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW PUBLIC ROADWAYS AND PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON A SHEET OF THE PLAN SET. ALL FIBER OPTIC SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC CABLE IN AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS SHEET. WHEN A 2' VERTICAL CLEARANCE ABOVE A UTILITY IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF 2'.

CITY OF CEDAR FALLS - SPECIFIC PROJECT NOTES (CONT.)
 EXISTING UNDERGROUND AND DRAINAGE STRUCTURES HAVE BEEN PLOTTED FROM AVAILABLE CFU INFORMATION AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL CONTRACTORS TO EXACTLY LOCATE AND PROTECT EACH EXISTING UTILITY BEFORE AND DURING ACTUAL CONSTRUCTION.

CITY OF CEDAR FALLS - LINE STYLES

	GAS
	TELECOMMUNICATIONS
	ELECTRIC
	SANITARY SEWER (SEW)
	STORM DRAIN
	WATER

Minimum Depth Under P.C.C. Driveway - 48"

City Limits Line, City of Cedar Falls
 See Note Above for Specific Project Notes

MP 40.11

Highway 57 / W. 1st Street

840+00

845+00

850+00

Bore Pit
 Iowa DOT Sta. 836+65.24' Rt.

90' of 1.25" B. Armored Fiber

Route Around Utility Pole (Typ.)

Bore Pit
 Iowa DOT Sta. 837+55.24' Rt.

See Previous Sheet
 BFO P. Armored Fiber

1,208' of BFO P. Armored Fiber

BFO Plow Depth Minimum - 42"
 Per City of Cedar Falls Standards

Bore Pit
 Iowa DOT Sta. 849+61.22' Rt.

23' From Centerline of Road

1,088' of 2" B. Armored Fiber
 From Beginning of Bore to Pull Box 59-1

MATCH LINE SHEET F.56

MATCH LINE SHEET F.58

-437-

USER: rmeins
 DATE: 9/6/2018

APPROVAL TO CONSTRUCT
 No. 018-1341
 Dated 9/26/18
CITY OF CEDAR FALLS
COMMUNITY DEVELOPMENT DEPT
ENGINEERING DIVISION
 By [Signature]

APPROVAL TO CONSTRUCT

FIBER DESIGN

Item G.2.n.

Exhibit B



PROJECT NO. 018-1341	SHEET NO. F.58
Date: 9/25/2018	Drawn: [Signature]
Horz. Scale 1 : 50	Checked: [Signature]
	Approved: [Signature]

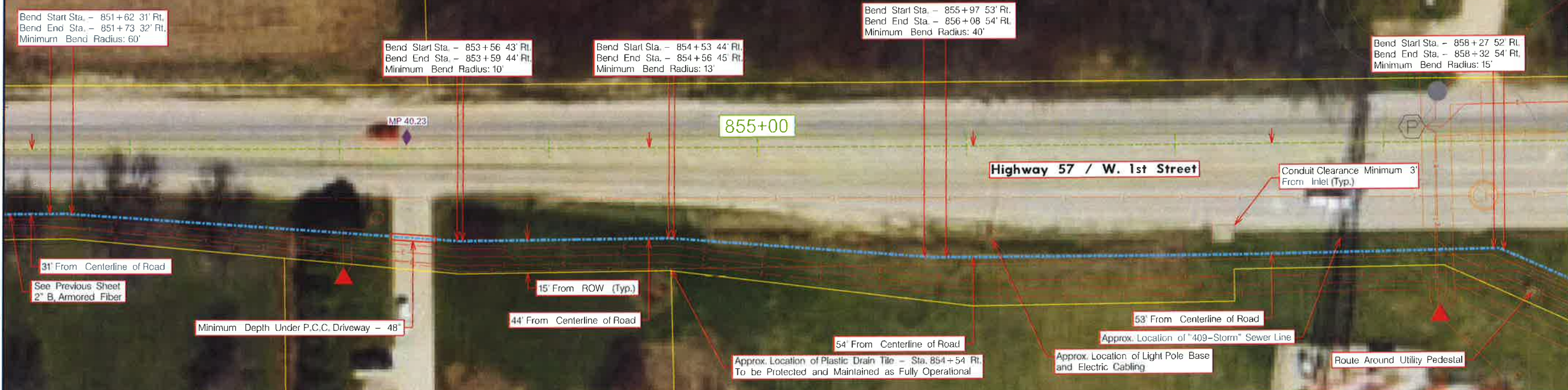
Item G.2.n.

CITY OF CEDAR FALLS - SPECIFIC PROJECT NOTES
 FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES; ALL FIBER OPTIC SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW PUBLIC ROADWAYS AND PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON A SHEET OF THE PLAN SET. ALL FIBER OPTIC SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC CABLE IN AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS SHEET. WHEN A 2' VERTICAL CLEARANCE ABOVE A UTILITY IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF 2'.

CITY OF CEDAR FALLS - SPECIFIC PROJECT NOTES (CONT.)
 EXISTING UNDERGROUND AND DRAINAGE STRUCTURES HAVE BEEN PLOTTED FROM AVAILABLE CFU INFORMATION AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL CONTRACTORS TO EXACTLY LOCATE AND PROTECT EACH EXISTING UTILITY BEFORE AND DURING ACTUAL CONSTRUCTION.

CITY OF CEDAR FALLS - LINE STYLES

	GAS
	TELECOMMUNICATIONS
	ELECTRIC
	SANITARY SEWER (SEW)
	STORM DRAIN
	WATER



MATCH LINE SHEET F.57

MATCH LINE SHEET F.59

-438-

USER: rmp/cls
DATE: 9/18/2018

APPROVAL TO CONSTRUCT

No. 018-1341

Dated 9/28/18

**CITY OF CEDAR FALLS
COMMUNITY DEVELOPMENT DEPT.
ENGINEERING DIVISION**

By [Signature]

APPROVAL TO CONSTRUCT
FIBER DESIGN

Exhibit B



PROJECT NO. 018-1341	SHEET NO. F.59
Date: 9/25/2018	Drawn: STS
Horz. Scale 1 : 50	Checked: RAM
	Approved: GTS

CITY OF CEDAR FALLS – SPECIFIC PROJECT NOTES

FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES; ALL FIBER OPTIC SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW PUBLIC ROADWAYS AND PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON A SHEET OF THE PLAN SET. ALL FIBER OPTIC SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC CABLE IN AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS SHEET. WHEN A 2" VERTICAL CLEARANCE ABOVE A UTILITY IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF 2'.

CITY OF CEDAR FALLS – SPECIFIC PROJECT NOTES (CONT.)

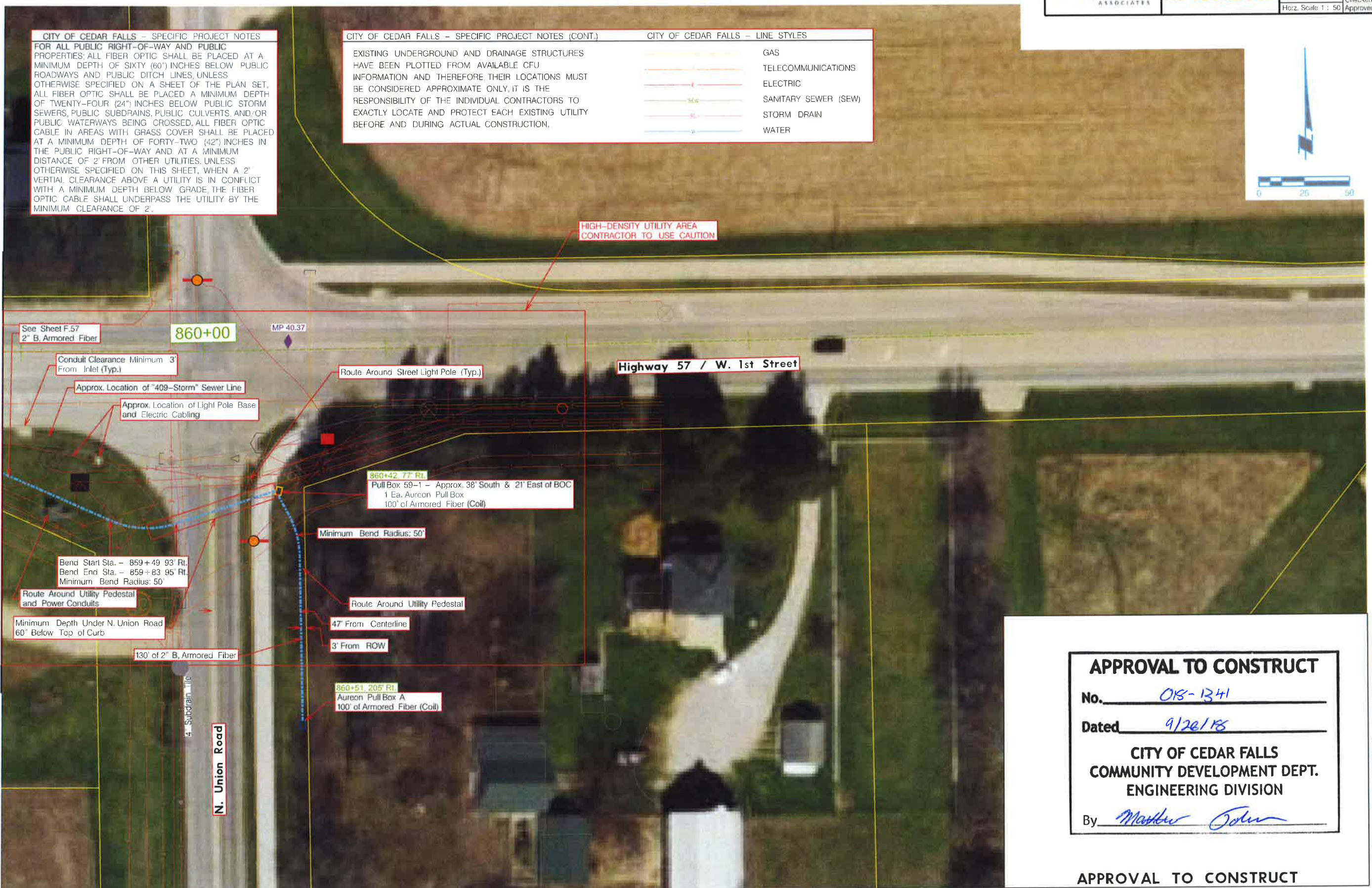
EXISTING UNDERGROUND AND DRAINAGE STRUCTURES HAVE BEEN PLOTTED FROM AVAILABLE CFU INFORMATION AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL CONTRACTORS TO EXACTLY LOCATE AND PROTECT EACH EXISTING UTILITY BEFORE AND DURING ACTUAL CONSTRUCTION.

CITY OF CEDAR FALLS – LINE STYLES

	GAS
	TELECOMMUNICATIONS
	ELECTRIC
	SANITARY SEWER (SEW)
	STORM DRAIN
	WATER



MATCH LINE SHEET F.58



-439-

USER: rmcneils
DATE: 9/25/2018

APPROVAL TO CONSTRUCT

No. 018-1341

Dated 9/26/18

**CITY OF CEDAR FALLS
COMMUNITY DEVELOPMENT DEPT.
ENGINEERING DIVISION**

By Matthew John

APPROVAL TO CONSTRUCT
FIBER DESIGN

Item G.2.n.



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: September 27, 2018

SUBJECT: Fiber Optic License Agreement
Aureon Network Services
Crescent Drive

Enclosed is a proposed License Agreement between the City of Cedar Falls and Aureon Network Services to install an additional long distance telecommunications system consisting of fiber optic cable within the public right-of way of the City, in order to extend services owned by Bannon Communication along Crescent Drive.

The City of Cedar Falls has entered into previous license agreements with Iowa Network Services, now Aureon Network Services. The proposed License Agreement follows the terms and conditions set forth in the earlier agreements and is intended to protect the City of Cedar Falls right-of way and manage and regulate in a manner consistent with federal and state law.

The Engineering Division recommends your approval of this proposed License Agreement.

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

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter the "Agreement"), is entered into by and between the City of Cedar Falls, Iowa, an Iowa municipality, whose address is 220 Clay Street, Cedar Falls, Iowa 50613 (hereinafter the "City"), and Aureon Network Services, whose address is 7760 Office Plaza Dr. S West Des Moines, Iowa 50266, hereinafter "Licensee").

Whereas, Licensee desires to acquire a license to construct, operate and maintain a certain communications systems within the City, the City is willing to grant such a license on certain terms and conditions, and the parties desire to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED BY THE PARTIES AS FOLLOWS:

1. Grant of License. City hereby grants Licensee a non-exclusive, limited license to construct, operate, maintain, inspect and repair a communications system which shall include all equipment owned, operated, leased or subleased in connection with the operation of one (1) fiber optic cable for data transmission and connection starting along Magnolia Drive and extending to the northwest corner of Parkgate Road and Crescent Drive in Cedar Falls, Iowa, including but not limited to poles, pedestals, wires, pipes, cables, underground conduits, ducts manholes, vaults, fiber optic cables, and other structures, facilities or appurtenances, (hereinafter the "System") within the public right-of-way of the City, as generally depicted on Exhibit "A" attached hereto, and the parties agree that for purposes of this Agreement, the system route consists of approximately 1,450 linear feet of new fiber optic cables, subject to all rights and powers of the City under federal and Iowa law and Cedar Falls city ordinances, and subject to the terms and conditions set forth in this Agreement. Licensee acknowledges and understands that this license is non-exclusive, limited and subject to termination as provided in this Agreement. Any connections by Licensee to any other facilities, or to other persons, businesses or entities, shall require an application by Licensee to the City for a separate license within a reasonable time after Licensee furnishes to City all

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information and documentation in support of Licensee's request for an additional license as may be reasonably required by this form of Agreement or by any ordinance subsequently adopted by the City as described in Section 5.

The facilities shall consist of two-inch (2") inch High Density Polyethylene ("HDPE") with forty-eight (48) strands of fiber optic cable.

All of the underground cable shall be placed at a minimum depth of 42 inches (42") below ground level, unless approved by Licensor in writing.

Licensee shall obtain all necessary permits from the Iowa Department of Transportation for boring under any state or federal highways along the route, and any necessary consent from other jurisdictions and railroads as necessary for additional boring.

The minimum clearance between the placed underground cable and sewers, culverts and/or waterways shall be twenty-four inches (24").

2. Term of License. The term of the license granted to Licensee hereunder shall commence on the 2nd day of October, 2018, and shall continue for a term of one (1) year, or until Licensee has completed the work to install its System, whichever occurs first.

3. License Fee.

a. Licensee shall pay to City an administrative license fee in the amount of \$2,900.00 payable upon execution of this Agreement, for the rights granted to Licensee as described in this License Agreement. Said license fee shall cover only the fee for the term of this Agreement set forth in Section 2. Licensee agrees that the administrative license fee is the City's estimate of the administrative burdens imposed on the City in connection with Licensee's application and its occupation of the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such fee under applicable law. In addition to the administrative fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance.

b. Thereafter, Licensee shall have an annual license for the continued operation, inspection, maintenance and repair of Licensee's system, for a license fee in the amount of \$300.00 payable by Licensee to the City, for one (1) year period following the conclusion of the term provided in Section 2, and continuing for succeeding one (1) year terms, until termination of the license as described in Sections 4 or 21 of this Agreement. Licensee agrees that the annual license fee is the City's estimate of the right-of-way management costs imposed on the City in connection with Licensee's occupancy of, and activities in and upon, the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily

provide support to any third-party action, to challenge the validity or reasonableness of such annual license fee under applicable law. The annual license fee shall be payable annually no later than October 1st of each year. In addition to the annual license fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance. The amount of the annual license fee shall be subject to review and modification based upon the reasonable costs to City to administer and manage Licensee's continued use of the City right-of-way for each succeeding one (1) year term.

4. Removal of Facilities and System. Licensee shall remove its System and all facilities and infrastructure related thereto, upon the occurrence of any one of the following events:

- a. Licensee ceases to do business in the State of Iowa; or
- b. Licensee abandons its System, or discontinues use of the System for a consecutive period of twelve (12) months; or
- c. The end of the economic life of Licensee's System and the need for its replacement; or
- d. Licensee defaults in the performance of its duties and obligations under this Agreement, and fails to timely cure such default as provided in Section 21 of this Agreement.

Upon the happening of any one or more of the following events, Licensee shall promptly, and in no event later than ninety (90) days from the happening, remove its System and all facilities and all related infrastructure from the City right-of-way at Licensee's sole cost.

5. Enactment of City Ordinance. During the term of this Agreement, if the City enacts an ordinance requiring all providers of utilities, telecommunications or other information services to pay a fee to the City on a competitively-neutral and non-discriminatory basis for the use of City right-of-way, Licensee shall comply with the terms and conditions of said ordinance promptly upon enactment of said ordinance. If such ordinance requires annual license fees for the City's continued administration and management of such providers' use of the right-of-way, Licensee shall be entitled to a refund of a pro-rata portion of its annual license fee for the year in which such ordinance is enacted, provided, however, that in no event shall there be any refund of any portion of the initial fee for installation of Licensee's System.

6. Scope of License. The license granted to Licensee in this Agreement shall only cover the initial installation of Licensee's System, facilities and related infrastructure, and any repair to such System. This Agreement shall not entitle Licensee to replace the facilities, to expand the facilities to any additional portions of the City right-of-way beyond those specifically described on Exhibit "A," or to perform any other

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work or construction activity within the City right-of-way beyond that specifically provided for this Agreement. Any such additional work beyond that described in this Agreement shall require the negotiation and execution of a new License Agreement between the City and the Licensee.

7. Licensee Contractors. The requirements of this Agreement shall apply to all persons, firms or corporations performing work for the Licensee under a contract, subcontract or other type of work order.

8. Joint Trench/Boring. Before commencement of the work of installation of Licensee's facilities, if Cedar Falls Utilities has notified the City that it desires to relocate any portion of its telecommunications facilities from above-ground infrastructure to underground infrastructure along all or any part of the route described and identified in Exhibit "A" attached hereto, and City has notified Licensee of its desire to cooperate in such construction no later than 30 calendar days after Licensee has submitted its initial construction plans to the City, then Licensee agrees to cooperate with Cedar Falls Utilities to place its fiber optic cable in a joint trench or common boring hole with Cedar Falls Utilities. Licensee agrees to share the cost of such joint trench or common boring with Cedar Falls Utilities on a basis which is fair, reasonable, and competitively neutral and non-discriminatory, as long as the costs of doing so result in overall savings to both Cedar Falls Utilities and Licensee hereunder.

9. Repair Work. Before commencing any repair work to Licensee's System involving any excavation or disturbance of the ground within the City right-of-way, Licensee shall file with the City Community Development Department an application for a permit for such repair work, accompanied by a map, detailed plan or specifications showing the proposed location of the repair work with reference to streets, alleys and the location of other utilities within the right-of-way, the size and dimension of the facilities to which the repair work will be done, and the distance above or beneath the surface of the ground that the proposed repair work will involve. Licensee shall obtain all necessary permits from the City, and pay all necessary permit fees and costs associated therewith, as are provided for by City ordinances, regulations, policies and procedures then in effect. If the proposed repair work shall interfere with the reasonable and proper use of any public improvements or any existing public utility system component or other structure upon or under the public right-of-way, the City shall within thirty (30) days after the filing of such map, plan or specifications, furnish Licensee with the changes necessary to eliminate any interference with a public utility system facility and require Licensee to amend its application for a permit for such repair work. Once such map, plan or specifications have been properly modified to meet the City's reasonable requirements, the City shall issue a permit authorizing Licensee to proceed with the repair work in accordance with the approved map, plan or specifications. No construction shall be commenced by Licensee before issuance of all necessary permits and payment of all necessary fees, unless the repairs involve emergency repairs, whereupon Licensee shall meet and confer with the City regarding the repair work and the reason for the emergency nature of the repair, unless Licensee is unable to contact

the City before the repairs must be done, in which case Licensee shall make only such repairs as are necessary to remove the emergency, and shall notify the City thereof as soon as possible and shall meet and confer with the City in an expeditions manner regarding the nature of the repair work.

10. Relocation at Request of City or City Utilities. In the event that either the City, or its municipal utilities (hereinafter the "City Utilities"), undertakes any construction, reconstruction, repair, replacement, relocation underground, or other modifications to City or City Utilities public infrastructure facilities within the right-of-way, and such undertaking cannot be reasonably be accomplished without the relocation of part or all, as the case may be, of Licensee's System, Licensee shall, upon reasonable notice to Licensee, remove and relocate such part or all of its System, facilities and related infrastructure, and, if requested by the City or the City Utilities, Licensee shall relocate its facilities in a joint trench, joint conduit, or similar joint underground structure, all at Licensee's expense. Licensee shall promptly complete such removal or relocation, and in no event shall Licensee complete such removal or relocation more than 90 days after notice by the City, unless a longer time period is agreed upon in advance by the City in its sole discretion. Licensee shall comply with all provisions of City's ordinances, now existing or hereafter enacted, including without limitation the City's existing underground ordinance. All such costs of relocation of the Licensee's facilities shall be at Licensee's sole cost and expense. In the event Licensee fails to act within a reasonable time to remove and relocate its System, facilities and related infrastructure, the City or the City Utilities may cause such System, facilities and related infrastructure of Licensee to be removed and relocated, and the costs thereof shall be paid by Licensee.

11. Relocation at Request of Other Provider. If a utility provider other than the City or the City Utilities obtains a permit from the City for installation or relocation of its utility facilities within the public right-of-way that reasonably requires the relocation of part or all, as the case may be, of Licensee's facilities, such costs of relocation shall be borne by the other utility provider, not by Licensee or by the City or the City Utilities. Relocation shall be completed as set forth in Section 10.

12. Approval of State of Iowa. In the course of installation of Licensee's facilities, if any approval from the State of Iowa is required, Licensee shall obtain such approval at its sole cost and expense before commencing the work that requires State of Iowa approval.

13. License Complies with Federal and State Law. Licensee specifically agrees that license granted to it under this Agreement does not create an unreasonable barrier to interstate or intrastate commerce, is in accord with the City's right to regulate the use of its public right-of-way in a competitively neutral and non-discriminatory manner, and that this license complies with all applicable federal and state laws, including without limitation Title 47, United States Code Sections 2153(a) and 253(b).

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14. Bond. Licensee shall post a bond with the City in an amount at least equal to the total cost of installation of Licensee's System and all facilities and infrastructure related thereto within the public right-of-way, or the cost of installation of that portion of Licensee's System which its permit covers, whichever is applicable, in a form and of a content reasonably acceptable to City, and in compliance with the City's ordinances, regulations, policies and procedures.

15. Additional Requirements Relative to Installation and Repair Work. In the process of installation of the Licensee's facilities, or the repair of any portion of Licensee's system, any excavation or obstruction made or placed in the public right-of-way at any time or for any purpose by Licensee shall be properly barricaded to comply, at a minimum, with requirements set forth in the Manual on Uniform Traffic Control Devices (MUTCD). Licensee shall provide to the City for the City's approval, prior to commencement of any installation or repair, written plans and specifications which shall include, at a minimum, requirements set forth in the Statewide Urban Design and Specification Program (SUDAS). Any pavement removed or damaged, and all other disturbed areas in the public right-of-way shall be properly and adequately replaced in accordance with the specifications of the City Engineer, all at Licensee's sole cost and expense. Licensee shall at its sole cost and expense repair any private property, public utility system component, public improvement or other public property damaged by Licensee's work, in a manner reasonably acceptable to the City Engineer. If Licensee fails to do such work after seven (7) days' notice in writing to do so from the City, the City may make such repairs at the expense of the Licensee, and Licensee shall pay said costs to City.

16. No Restriction on City Rights. Nothing in this Agreement shall restrict the right of City or the City Utilities to engage in any work within the City right-of-way, whether occupied by Licensee's facilities or otherwise. Without limiting the generality of the foregoing, the City and the City Utilities reserve the right to install any public infrastructure that may be deemed necessary or proper by the City or the City Utilities anywhere within the City right-of-way, whether occupied by Licensee or not. The City may also permit others to install facilities within the public right-of-way and the City shall not be liable to the Licensee for any damages arising out of any work by others.

17. Licensee's Facilities. Licensee's facilities erected by the Licensee within the City right-of-way shall conform to established grades of streets, alleys and sidewalks, and shall be so located as to cause no interference with other public utilities located in or upon the public right-of-way, and to cause no interference with the rights of property owners whose properties adjoin the public right-of-way. Licensee shall not place its facilities anywhere on the public right-of-way where those facilities will interfere with the normal use or maintenance of any public improvement, including but not limited to streets, alleys, sidewalks, traffic control devices, sanitary sewers, storm sewers, storm drains or water drains, electrical transmission lines, any other public utility facility of the City, the City Utilities or any other public utility provider.

18. Iowa One Call System. Upon request, Licensee agrees to assist the City or others in locating underground facilities which are part of Licensee's system, and to do so in a timely manner but not more than forty-eight (48) hours after the time of request. Licensee agrees to enroll as a member of the "Iowa One Call System," and shall respond to all requests and notifications made to such system.

19. Powers of City. Nothing in this Agreement shall be construed to limit any right or power of the City in any manner whatsoever, whether relating to the City public right-of-way or any other rights and powers of the City. Nothing in this Agreement shall be construed to create a special duty by the City to any owner or operator of a communications system within the right-of-way. Nothing in this Agreement shall be construed to create any property interest or right to occupy space within the right-of-way.

20. Plans and Specifications. Attached hereto, marked "Exhibit "B," are Licensee's approved construction drawings. Upon completion of the installation of Licensee's facilities, Licensee shall promptly furnish to the City complete and accurate copies of "as built" plans and specifications relating to its facilities located within the City right-of-way. Licensee shall keep complete and accurate maps and records of the locations and operations of its facilities and furnish copies thereof to the City upon request.

21. Violations of Agreement.

a. Upon receipt of information by the City that Licensee has violated any term or condition of this Agreement or any provisions of City ordinances, regulations, policies or procedures that regulate Licensee or its use of public right-of-way, the City shall notify Licensee of such violation. If the City determines that a default exists with respect to Licensee's conduct, the City shall notify the Licensee of the default, and the Licensee shall cure such default within ten (10) days of receipt of such notice, provided, however, where the default cannot reasonably be cured within such ten (10)-day period, if Licensee proceeds promptly to begin curing the default with due diligence, the time for curing such default shall be extended for such period of time as is reasonably required for Licensee to completely cure such default.

b. If Licensee fails to cure a default within the ten (10)-day period, or within such reasonable extension of the ten (10)-day period as is required to cure such default, the City shall have any and all rights and remedies afforded by law, including, but not limited to, the right to proceed as follows:

- (1) Declare this Agreement terminated; or
- (2) Seek specific performance; or

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- (3) Cure the default of Licensee by correcting the default and charging the reasonable costs or such work to Licensee; or
- (4) Commence litigation for damages for the default; or
- (5) Obtain an injunction against Licensee continuing to operate its facilities covered by this license until such default is remedied; or
- (6) Any combination of the foregoing remedies, or any other remedies afforded at law or in equity.

22. Liability, Indemnification and Insurance. The Licensee covenants to indemnify, defend, and save the City and its officers, agents and employees, and the City Utilities, harmless from any and all damages arising directly from the exercise of the rights granted herein. The Licensee agrees to require contractors and subcontractors engaged in work for the Licensee within the public rights-of-way or on public property to maintain in effect during the term of work liability insurance in comprehensive form and in the amounts determined under the City of Cedar Falls Insurance Requirements for Contractors, as the same may be modified from time to time. Licensee agrees to accept the risk of having its communications systems and equipment upon the public right-of-way, including the possible risk of damage or injury to its system or equipment, and agrees to release and discharge the City and the City Utilities of any liability for damage or injury to Licensee's equipment, except to the extent caused by the City's or the City Utilities' gross negligence. In no event shall the City or the City Utilities be liable for any consequential damages arising out of any damage or injury to Licensee's equipment placed in the right-of-way.

23. Severability. In the event that a court of competent jurisdiction shall adjudge any provision or provisions hereof invalid or illegal, or direct a change by the Licensee in any matter or thing herein contained, such an invalidity or illegality or change shall in no way affect the remaining provisions of this Agreement or their validity or legality, and this Agreement in all other respects shall continue in full force and effect, as if said provision or provisions had not been so adjudged invalid or illegal, or such change had not been directed, or shall at the City's option, cause a termination of this Agreement.

24. Assignment. Licensee shall not assign or otherwise transfer this Agreement or any of the rights granted to Licensee hereunder to any third party without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Licensee is merged into or consolidated with another entity, or another entity purchases substantially all of the assets of Licensee, then such party into which Licensee is merged or with which Licensee is consolidated or the entity which purchases substantially all of the assets of Licensee shall become the successor to Licensee upon a showing to the reasonable satisfaction of the City that such third party has the financial capability to perform all of the Licensee's duties and responsibilities provided for in this Agreement, and provided, further, that the rights of Licensee shall

not be expanded, increased, or altered by such merger, consolidation or purchase, with such third party being limited to only those rights specifically granted to Licensee pursuant to the terms of this Agreement.

25. Vacation of Public Right-of-Way. As long as Licensee is in compliance with the terms of this Agreement, the City shall not, by ordinance or otherwise, vacate any public rights-of-way in which Licensee has installed its facilities without reserving such rights as may be necessary to allow Licensee the continued use of such property for operation of its facilities in accordance with the terms of this Agreement, provided, however, that nothing in this section shall in any way limit the right of the City to require Licensee to remove and relocate its facilities elsewhere within the public right-of-way as provided for in this Agreement.

26. Transfer of Title. If Licensee abandons its System for a period of twelve (12) months or longer, then at City's option, the City may effectuate a transfer of all Licensee's right, title and interest in and to the System. Abandonment shall be presumed if Licensee has not filed with the office of the City Community Development Department a notice of continued use within thirty (30) days after City's written request for the same, which request shall not be made more than once during any consecutive twelve (12) month period. City shall deliver to Licensee a written notice of City's intent to effectuate a transfer of title, and shall permit Licensee a period of thirty (30) days from the date of the delivery in which to provide written notice of non-abandonment. Absent such action by Licensee, the City may file in the public land record of Black Hawk County, Iowa, a notice of transfer of title. Licensee shall not be entitled to any compensation from the City for a transfer as contemplated by this section.

27. Delivery of Notices. Except as may be expressly provided herein, any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to the City:	City of Cedar Falls, Iowa Attn: City Clerk 220 Clay Street Cedar Falls, IA 50613
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If to Licensee:	Aureon Network Services Attn: Jeff Klocko 7760 Office Plaza Dr. S West Des Moines, Iowa 50266
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28. Federal, State and Local Laws. This Agreement is subject to all applicable federal, state and local laws, including without limitation, The Communications Act of 1934, as amended, The Telecommunications Act of 1996, as amended, Chapter 480A, Code of Iowa, and Chapter 27, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa.

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29. Governing Law; Legal Action. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. In any legal proceedings to interpret, construe or enforce this Agreement, the parties hereby agree and consent (a) to irrevocably submit to the jurisdiction and venue of the Iowa District Court in and for Black Hawk County, over any action or proceeding to enforce or defend any matter arising from or related to this Agreement; (b) to irrevocably waive, to the fullest extent a party may effectively do so, the defense of any inconvenient forum to the maintenance of any such action or proceeding; and (c) not to institute any legal action or proceeding against the other party, concerning any matter arising out of or relating to this Agreement, in any court other than the one specified in this section.

30. General Provisions. This Agreement, together with any exhibits referenced herein, together constitute the entire agreement of the parties with respect to the subject matter hereof. It may not be modified or amended except by a written instrument signed by both parties. This Agreement is binding upon the parties and the permitted successors, assigns and transferees of each party.

In witness whereof, this Agreement is entered into effective as the 26th day of September, 2018.

CITY OF CEDAR FALLS, IOWA

By _____
James P. Brown

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
)
COUNTY OF BLACK HAWK)

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

Notary Public in and for said State

My Commission Expires:

EXHIBIT "A"**Description of Route of Aureon (INS) System**

The facility shall consist of one (1) two (2") inch diameter High-Density Polyethylene (HDPE) duct with fiber cable installed at the minimum depths of forty-two (42") inches in grassed areas, forty-eight (48") inches undercrossing driveways and sidewalks, and sixty (60") inches undercrossing streets. The service being provided is a Long Distance Telecommunication System to connect to Ethernet with service owned by Bannon Communications. The route of the facility shall be as follows:

Easterly right-of-way Magnolia Drive and the north right-of-way Crescent Drive

1. The facility shall begin at the Licensee's existing hand-hole located in the east right-of-way of Magnolia Drive at a point being twenty three (23') feet east of the centerline of Magnolia Drive at Sta. 100+00 and being approximately six hundred fifty nine (659') feet north of the centerline of the Crescent Drive and Magnolia Drive intersection, as shown on sheet "2 of 4", Project No. 1807409", a copy of which is attached to this exhibit.
2. Thence parallel with the centerline of Magnolia Drive a distance of twenty three (23') feet and southerly from said existing location, six hundred and twenty seven (627') feet to Sta. 106+27, 23' Lt., to a proposed new Aureon hand-hole at the northeast corner of Magnolia Drive and Crescent Drive as shown on said exhibit.
3. Thence from said proposed hand-hole at twenty three (23') feet east of the centerline of Magnolia Drive and thirty two (32') feet north of the centerline of Crescent Drive, southerly four (4') feet to Sta. 106+31, 23' Lt. and then curving southwesterly in a two (2') foot radius to Sta. 106+33, 21' Lt. for a subtotal distance of seven (7') feet.
4. Thence from 26' north of the centerline of Crescent Drive parallel with the centerline of Crescent Drive a distance of twenty three (25') feet and westerly a distance of seven hundred ninety-nine (799') feet to a point being twenty five (25') feet north of the centerline of Crescent Drive and at Sta. 114+37 and then curving southwesterly in a two (2') foot radius and proceeding to Sta. 114+39, 20' Rt. for a subtotal distance of five (7') to a proposed new Aureon hand-hole as shown on said exhibit.
5. Thence westerly one-half (0.5') foot to Sta. 114+39.5, 20' Rt. and thence north from said proposed hand-hole ten (10') feet to Sta. 114+39.5, 30' Rt., a point at which the facility exits the City of Cedar Falls street right-of-way and enters the private property of 2209 Crescent Drive as shown on said exhibit. (Total facility horizontal length in City right-of-way is one thousand four hundred fifty (1,455') feet.

EXHIBIT B

NOTES

1. CONTACT THE CITY OF CEDAR FALLS DEPARTMENT OF OPERATIONS AND PROGRAMS AT 319-273-8629 AT FORTY-EIGHT (48HRS) HOURS PRIOR TO STARTING CONSTRUCTION.
2. THE CONTRACTOR SHALL NOT PLACE ANY HANDHOLES IN ANY SIDEWALK.
3. THE CONTRACTOR SHALL BORE UNDER ALL STREETS, ROADS, DRIVEWAYS, SIDEWALKS AND RECREATIONAL TRAILS.
4. CONTRACTOR PRACTICES AND ALL FINISHED WORK SHALL CONFORM TO THE CURRENT STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) PROGRAM, INCLUDING ALL LOCAL GOVERNMENTAL SUPPLEMENTAL SPECIFICATIONS AND CEDAR FALLS SPECIFICATIONS IN EFFECT WITHIN THE APPLICABLE JURISDICTION. ALL AREAS WHERE WORK IS PERFORMED OR AFFECTED BY THE WORK SHALL BE RETURNED TO A CONDITION EQUAL TO OR BETTER THAN THEIR ORIGINAL CONDITION, THE CEDAR FALLS CITY ENGINEER WILL GIVE FINAL DETERMINATION WHETHER ALL "RETURNED CONDITIONS" ARE EQUAL TO OR BETTER THAN THE ORIGINAL AND ACCEPTABLE.
5. MINIMUM CLEARANCE UNDER SEWERS, CULVERTS IS 24". THE MINIMUM CLEARANCE UNDER WATERWAYS IS 36".
6. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE FOOT (1') OF HORIZONTAL CLEARANCE FROM STORM SEWER PIPES AND STRUCTURES WITH THE ALIGNMENT. THE FIBER OPTIC CABLE SHALL ALWAYS BE PLACED BELOW (UNDERPASS) AN EXISTING STORM SEWER OR POSSIBLE FUTURE STORM SEWER BOTTOM OF PIPE ELEVATION BY A MINIMUM CLEARANCE OF 2'
7. THE CONTRACTOR SHALL MAINTAIN AT LEAST FOUR FEET (4') OF HORIZONTAL CLEARANCE FROM SANITARY SEWER PIPES AND STRUCTURES WITH THE ALIGNMENT. WHEN A 2' VERTICAL CLEARANCE ABOVE AN EXISTING SANITARY SEWER OR POSSIBLE FUTURE SANITARY SEWER IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL BE PLACED BELOW (UNDERPASS) THE SANITARY SEWER BOTTOM OF PIPE ELEVATION BY THE MINIMUM CLEARANCE OF 2'.
8. THE CONTRACTOR SHALL MAINTAIN AT LEAST THREE FEET (3') OF HORIZONTAL CLEARANCE AND TWO FEET (2') VERTICAL CLEARANCE FROM WATER MAINS WITH THE ALIGNMENT. WHEN A 2' VERTICAL CLEARANCE ABOVE A WATER MAIN OR SERVICE IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL BE PLACED BELOW (UNDERPASS) THE WATER MAIN OR SERVICE BOTTOM OF PIPE ELEVATION BY THE MINIMUM CLEARANCE OF 2'.
9. DISTANCES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR SHALL FIELD VERIFY CONDITIONS AND MATERIALS NEEDED PRIOR TO CONSTRUCTION.
10. IOWA STATE LAW REQUIRES EXCAVATORS TO NOTIFY IOWA ONE-CALL AT LEAST 48 (FORTY-EIGHT) HOURS PRIOR TO ALL EXCAVATIONS (EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS). CONTRACTORS MUST CAREFULLY HAND DIG WITHIN THE 24" SAFETY ZONE WHEN EXPOSING UNDERGROUND UTILITIES. IOWA ONE-CALL DOES NOT MARK ALL PRIVATE UTILITIES.
11. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT AND APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), FEDERAL, STATE, AND LOCAL RULES AND REGULATIONS GOVERNING THE SAFETY OF EMPLOYEES AND MATERIAL DURING THE CONSTRUCTION, INSTALLATION, AND RESTORATIONS ON THIS PROJECT.
12. WHEN PLOWING/TRENCHING FOR PLACEMENT OF FIBER OPTIC CABLE OR DUCT, A MARKER TAPE SHALL ALSO BE PLACED 18" BELOW EXISTING SURFACE, DIRECTLY ABOVE THE CABLE OR DUCT BEING PLACED.
13. NO TRENCH OR EXCAVATION SITE SHALL BE LEFT UNATTENDED AT ANY TIME OR LEFT OPEN OVERNIGHT.
14. THE FOLLOWING SPECIAL PROVISIONS SHALL APPLY TO TRAFFIC REGULATIONS DURING THE ENTIRE EXTENT OF THIS PROJECT WORK:
 - a. THERE SHALL BE AT ALL TIMES ADEQUATE VEHICLE AND PEDESTRIAN ACCESS FOR INGRESS AND EGRESS FOR THE PROPERTIES ADJACENT TO THE PROJECT WORK.
 - b. DURING NON-WORKING HOURS THE CONTRACTOR SHALL KEEP THE EXISTING TRAFFIC LANES CLEAR FROM INTERFERENCE, INCLUDING ALL APPROACHES AND INTERSECTIONS.
 - c. IF LANE BLOCKAGE IS UNAVOIDABLE, THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEERING DIVISION, THE CITY MUNICIPAL OPERATIONS AND PROGRAMS DEPARTMENT, POLICE DEPARTMENT, FIRE DEPARTMENT, AMBULANCE SERVICES, SCHOOL BUS GARAGES AND ALL OTHER AGENCIES OPERATIONS AS APPROPRIATE SO THAT THESE AGENCIES MAY PLAN TO RE-ROUTE THEIR VEHICLES AROUND THE CONSTRUCTION WORK ZONE(S).
15. FOR ALL PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL CONDUITS AND FIBER OPTIC CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW PUBLIC ROADWAYS AND PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED WITHIN A NOTE PERTAINING TO AN INDIVIDUAL UNIQUE AREA ALONG AN ALIGNMENT ON THIS PLAN VIEW SHEET. ALL CONDUITS AND FIBER OPTIC CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF TWENTY FOUR (24") BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND /OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC CABLE IN AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT OF WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN VIEW SHEET. WHEN A 2' VERTICAL CLEARANCE ABOVE A UTILITY IS IN CONFLICT WITH ANY MINIMUM BURY DEPTH WHETHER IT BE 42" IN GRASSED AREAS, 48" UNDERCROSSING DRIVEWAYS OR 60" UNDERCROSSING STREETS, THE FIBER OPTIC CABLE SHALL UNDERPASS THE UTILITIES BY A MINIMUM CLEARANCE OF 2'.
16. THE CONTACT FOR THE CITY OF CEDAR FALLS ENGINEERING DIVISION IS CHASE SCHRAGE AT 319-268-5170.

UTILITY WARNING

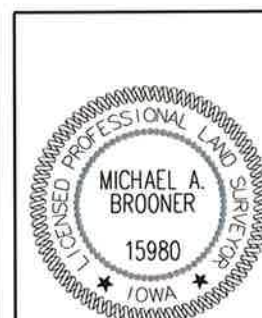
ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM MAPS AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.

PROPOSED:

2" ORANGE CONDUIT = 1463' (REFLECT ESTIMATED VERTICAL AND/ OR CURVED ALIGNMENT SECTION LENGTHS).
HANDHOLES = 2



LENGTH OF UTILITY, IN CEDAR FALLS CITY RIGHT OF WAY	ENDING STA AND OFFSET	BEGINNING STA AND OFFSET	DISTANCE L.F.
EXISTING HANDHOLE EAST TO ALIGNMENT SOUTH	100+00 23'LT-CONDUIT EXITING HH	100+00 21'-25' LT-EDGE OF HH	0 L.F.
CURVE, IN MAGNOLIA DRIVE TO ALIGNMENT BEND	101+58 23'LT	100+00 23'LT	158 L.F.
N-S ALIGNMENT TO HANDHOLE IN MAGNOLIA DRIVE RIGHT-OF-WAY	106+27 23'LT	101+58 23'LT	469 L.F.
PROPOSED HANDHOLE TO 2' RADIUS BEND IN NORTH ROW OF CRESCENT DRIVE	106+31 23'LT	106+27 23'LT	4 L.F.
2' RADIUS BEND W/STATIONING FROM CENTERLINE OF MAGNOLIA DRIVE	106+33 21'LT	106+31 23'LT	3 L.F.
ALIGNMENT CROSSING MAGNOLIA DRIVE	106+89 25'RT FROM c CRESCENT DR	106+33 21'LT FROM c MAGNOLIA DR	56 L.F.
E-W ALIGNMENT IN CRESCENT DRIVE NORTH RIGHT-OF-WAY	114+37 25'RT	106+89 25'RT	748 L.F.
2' RADIUS BEND W/STATIONING FROM CENTERLINE OF CRESCENT DRIVE	114+39 20'RT	114+37 25'RT	7 L.F.
N-S ALIGNMENT IN CRESCENT DRIVE NORTH RIGHT OF WAY	114+39.5 30'RT	114+39.5 20'RT	10 L.F.
TOTAL L.F. OF 2" ORANGE CONDUIT IN CITY OF CEDAR FALLS RIGHT-OF-WAY			1455 L.F.



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.

Michael Brooner 9-25-2018
MICHAEL A. BROONER, P.L.S. DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2018
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1-4

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Item G.2.0.

ESTIMATED PLOWING	ESTIMATED BORES	BACKHOE WORK	TRENCHING	MISC.	NOTES

PROJECT # 1807409

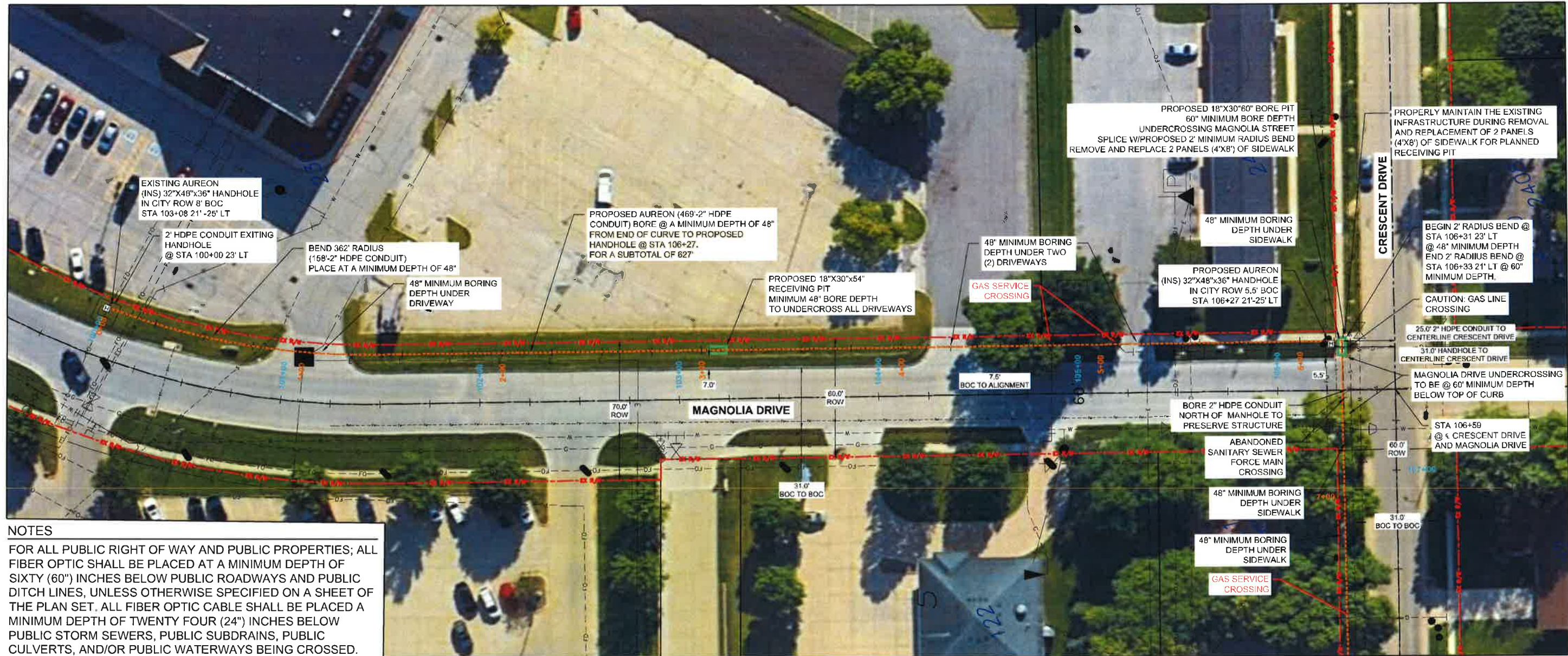
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CEDAR FALLS, IOWA Sheet 1 of 4

#	REVISION	DATE	NAME	SCALE:
1		08/10/18		
2		08/29/18		
3		09/20/18		

DATE: 08/03/2018

EXHIBIT B



NOTES
 FOR ALL PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL FIBER OPTIC SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW PUBLIC ROADWAYS AND PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON A SHEET OF THE PLAN SET. ALL FIBER OPTIC CABLE SHALL BE PLACED A MINIMUM DEPTH OF TWENTY FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC CABLE IN AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY TWO (42") INCHES IN THE PUBLIC RIGHT OF WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS SHEET. WHEN A 2' VERTICAL CLEARANCE ABOVE A UTILITY IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL UNDERPASS THE UTILITY BY A MINIMUM CLEARANCE OF 2'.



LEGEND

TELEPHONE PEDESTAL		SIGN		WATERMAIN		STORM SEWER INTAKE	
WATER VALVE		POWER POLE		STORM SEWER		UNDERGROUND CONDUIT	
FIRE HYDRANT		TELEVISION PEDESTAL		SANITARY SEWER		HANDHOLE	
TELEPHONE LINE		SANITARY SEWER MANHOLE		GAS LINE		FIBER OPTIC VAULT	
CABLE TELEVISION LINE		STORM SEWER MANHOLE		ELECTRIC LINE		FIBER OPTIC MANHOLE	
FIBER OPTICS LINE		ROUND STORM SEWER INTAKE		OVERHEAD ELECTRIC LINE			

ESTIMATED PLOWING	ESTIMATED BORES	BACKHOE WORK	TRENCHING	MISC.	NOTES

PROJECT # 1807409

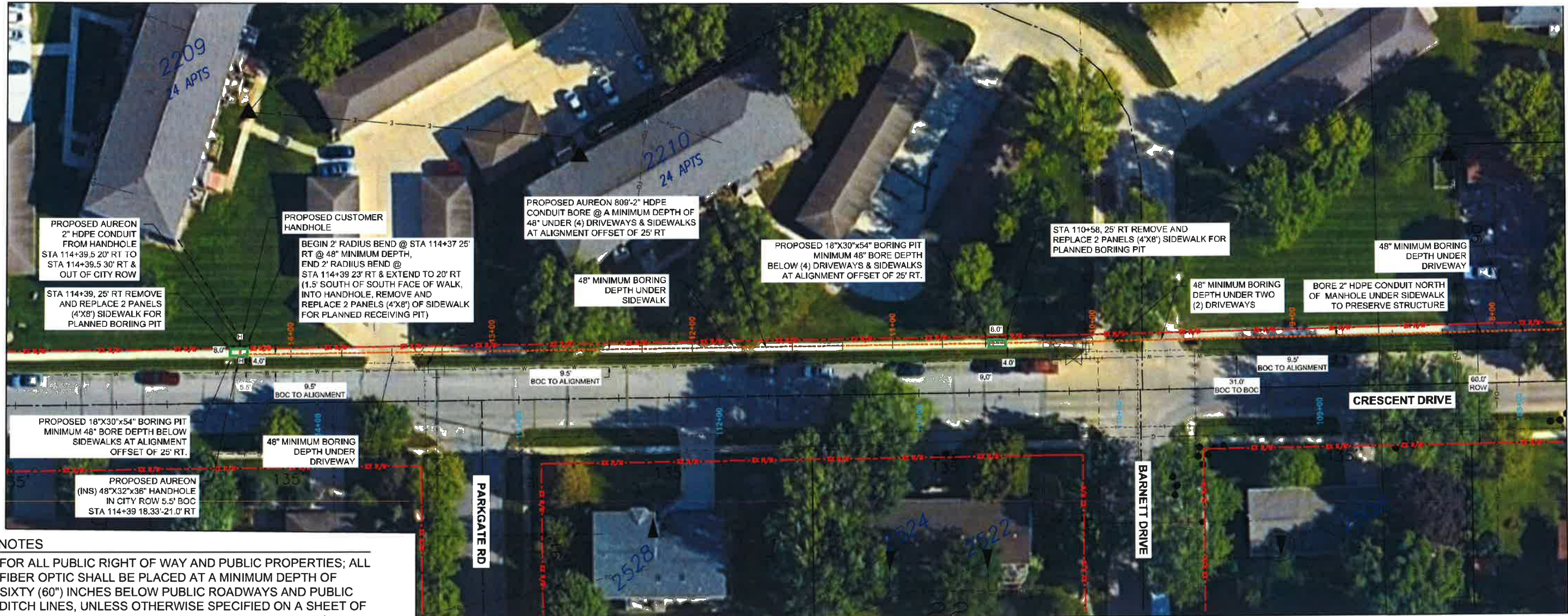
CEDAR FALLS, IOWA Sheet 2 of 4

#	REVISION	DATE	NAME	SCALE:
1		08/10/18		
2		08/29/18		
3		09/20/18		

DATE: 08/03/2018

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EXHIBIT B



NOTES

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LEGEND

TELEPHONE PEDESTAL	⊕	SIGN	⚡	WATERMAIN	— W —	STORM SEWER INTAKE	⊠
WATER VALVE	⊕	POWER POLE	⚡	STORM SEWER	— SF —	UNDERGROUND CONDUIT	⊠
FIRE HYDRANT	⊕	TELEVISION PEDESTAL	⊕	SANITARY SEWER	— S —	HANDHOLE	⊠
TELEPHONE LINE	— T —	SANITARY SEWER MANHOLE	⊕	GAS LINE	— G —	FIBER OPTIC VAULT	⊠
CABLE TELEVISION LINE	— TV —	STORM SEWER MANHOLE	⊕	ELECTRIC LINE	— E —	FIBER OPTIC MANHOLE	⊕
FIBER OPTICS LINE	— OF —	ROUND STORM SEWER INTAKE	⊕	OVERHEAD ELECTRIC LINE	— OE —		

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ESTIMATED PLOWING	ESTIMATED BORES	BACKHOE WORK	TRENCHING	MISC.	NOTES

PROJECT # 1807409

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CEDAR FALLS, IOWA Sheet 3 of 4

#	REVISION	DATE	NAME	SCALE:
1		08/10/18		
2		08/29/18		
3		09/20/18		

DATE: 08/03/2018

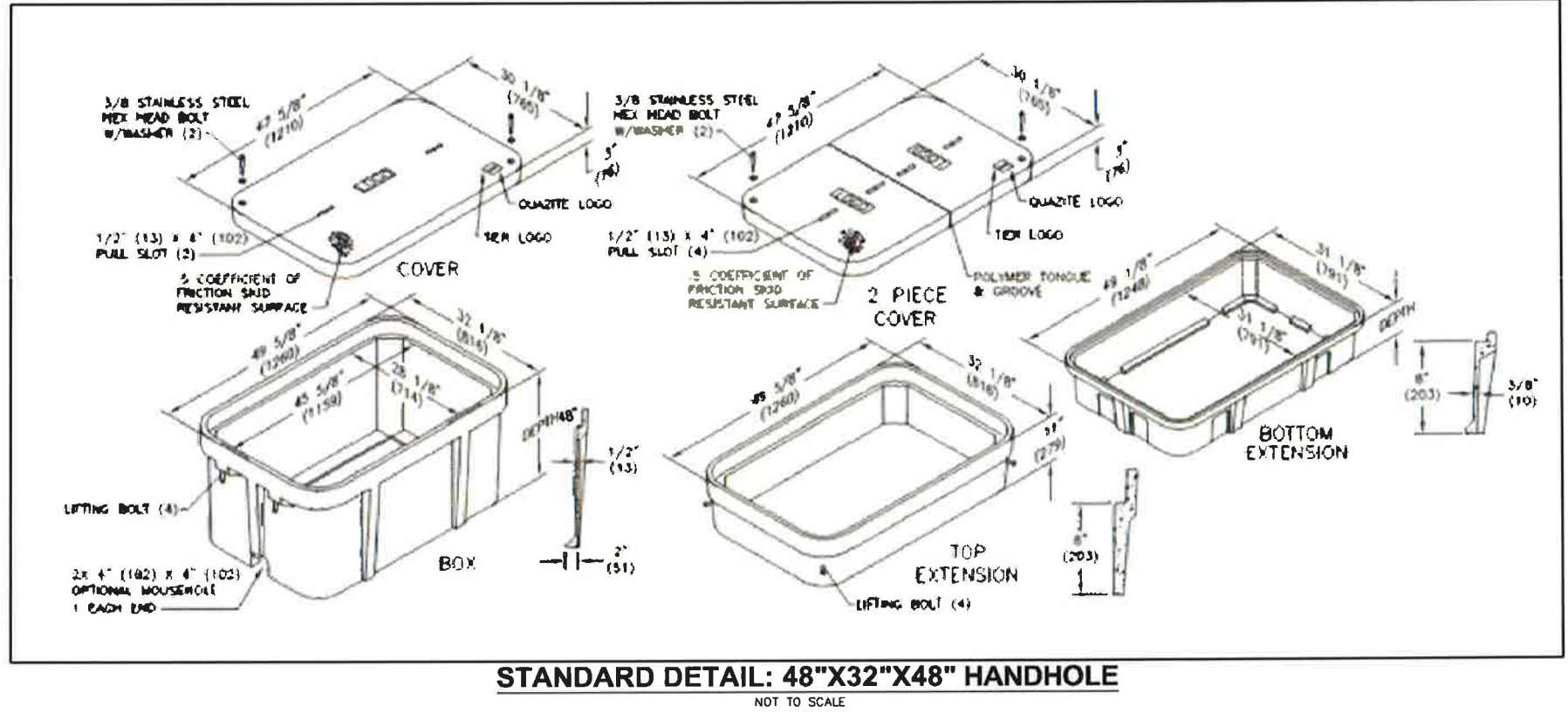
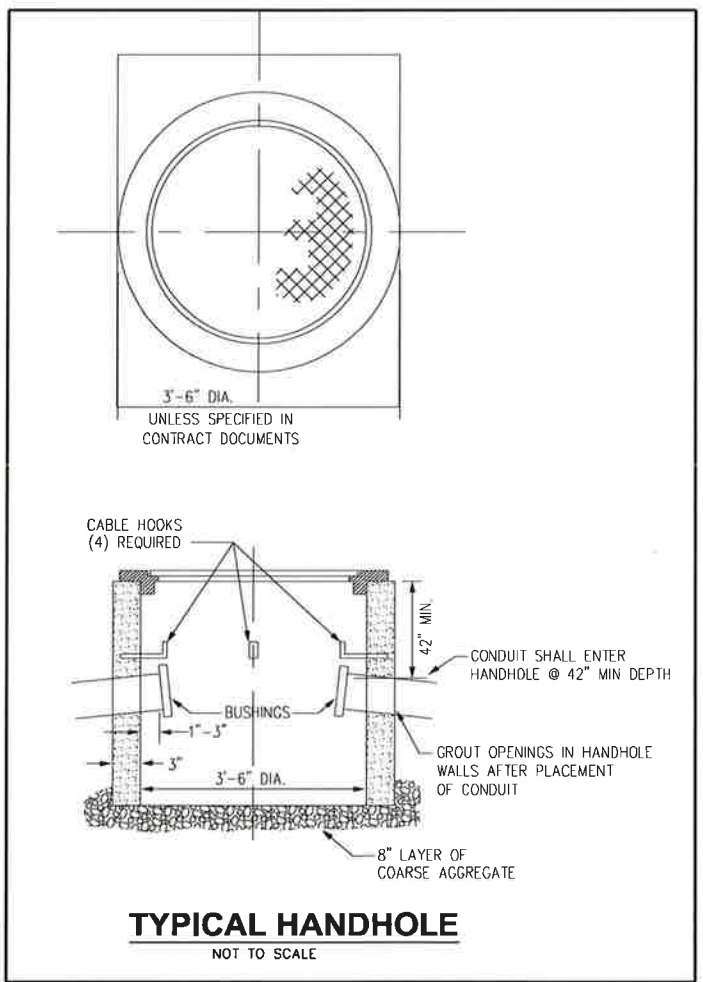
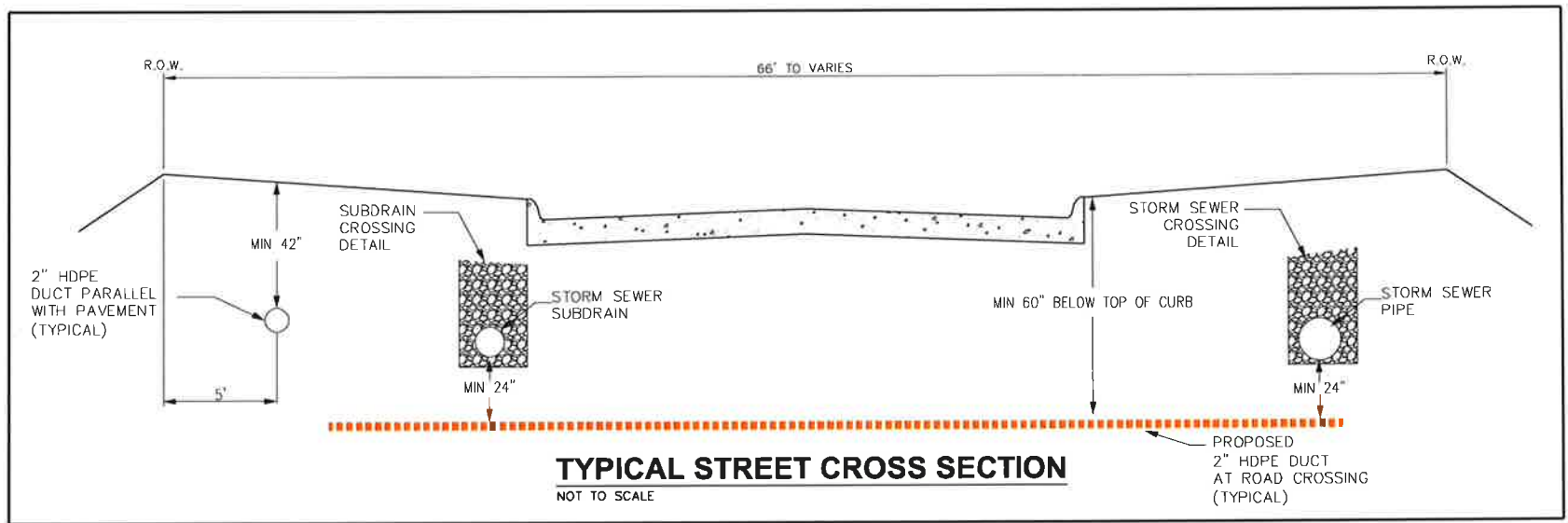
SCALE 1"=50'

Item G.2.0.

NOTE

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EXHIBIT B



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ESTIMATED PLOWING	ESTIMATED BORES	BACKHOE WORK	TRENCHING	MISC.	NOTES

PROJECT # 1807409

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CEDAR FALLS, IOWA Sheet 4 of 4

#	REVISION	DATE	NAME	SCALE:
1		08/10/18		
2		08/29/18		
3		09/20/18		

DATE: 08/03/2018



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

INTEROFFICE MEMORANDUM
 Administration Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Iris Lehmann, Planner I
DATE: September 26, 2018
SUBJECT: CDBG – Rehabilitation Projects – Bid Opening
 801 Newman Ave – Project No. 1-18-667
 911 Bluff Street – Project No. 1-18-668
 921 Westview Street - Project No. 1-18-669

Cedar Falls is a recipient of Community Development Block Grant (CDBG) and HOME funds that supports several programs, including housing rehabilitations or housing repairs for income-qualifying residents.

In late August, 2018 three rehabilitation projects were bid for 801 Newman Avenue, 911 Bluff Street, and 921 Westview Street. The owners of these properties all meet the program’s income requirements. These rehabilitation projects will significantly improve the living conditions of the applicants and bring the homes to code compliance. On Wednesday, September 5, 2018 at 9AM, bids were received and opened for the three rehabilitation projects, with the low bids from Kirvan Enterprises for all three properties:

801 Newman Avenue	<i>Bid Total</i>	<i>Hard Costs</i>	<i>Lead Hazard Reduction Costs</i>
To Jo Construction	\$24,600	\$18,500	\$6,100
Brothers Construction	\$21,449	\$18,799	\$2,650
Kirvan Enterprises	\$18,200	\$15,900	\$2,300

911 Bluff Street (determined historic)	<i>Bid Total</i>	<i>Hard Costs</i>	<i>Lead Hazard Reduction Costs</i>
Brothers Construction	\$49,649	[cannot tabulate – line item missing]	\$44,977
Kirvan Enterprises	\$36,590	\$9,950	\$26,640

Item G.2.p.

921 Westview Street	<i>Bid Total</i>	<i>Hard Costs</i>	<i>Lead Hazard Reduction Costs</i>
Brothers Construction	\$24,512	\$24,512	\$0
To Jo Construction	\$21,480	\$21,480	\$0
Kirvan Enterprises	\$18,570	\$18,570	\$0

The Building Official's estimates were \$19,170, \$26,650, and \$16,750 for the projects at 801 Newman Avenue, 911 Bluff Street, and 921 Westview Street, respectively. These estimates included both rehabilitation hard costs (no more than \$20,000 per home) and lead hazard reduction costs. Kirvan Enterprises submitted the low bids in the amounts of \$18,200, \$36,590, and \$18,570, respectively.

As a result of the competitive bids, the Housing Commission and City Staff recommends acceptance of the low bid(s) and entering into contracts, attached, with Kirvan Enterprises in the amounts of \$18,200, \$36,590, and \$18,570, respectively.

Please contact me with any questions. Thank you.

XC: Stephanie Houk Sheetz, Director
Karen Howard, Planning & Community Services Manager

REHABILITATION CONTRACT

This Contract made the day hereinafter set forth by and between Shirley Roney, hereinafter referred to as the "Owner" and Kirwan Enterprises LLC hereinafter referred to as the "Contractor."

WITNESSETH THAT:

WHEREAS, the Owner desires to engage the Contractor to perform certain work on the premises commonly known as 801 Newman Avenue, Cedar Falls, Iowa: and

WHEREAS, the said premises are located in the area designated as Project No. 1-18-667 of the Community Development Block Grant Program; and

WHEREAS, the Owner desires to utilize all services provided by the City in connection with the said project; and

WHEREAS, insofar as this Contract is concerned, the term "City" shall mean the City of Cedar Falls, Iowa acting through its Community Development Department, 220 Clay Street, Cedar Falls, Iowa 50613.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section 1. Employment of Contractor: The Owner hereby engages the Contractor with the approval of the City to perform the services and supply the materials hereinafter set forth.

Section 2. Scope of Services: The Contractor shall perform all of the services and furnish all the material necessary to make the improvements described in the Contract for the aforesaid premises.

Section 3. Improvements: The improvements to be made and/or constructed by the Contractor are identified in in the Housing Rehabilitation Project Write Up referred to in Exhibit "A," attached hereto, made a part hereof and incorporated as a part of this Agreement. Contractor will also follow the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 and available on the City's website or upon request.

Section 4. Subcontracting: The Contractor shall not be required to employ any subcontractor against whom he has a reasonable objection.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and

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omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner.

Section 5. Equal Employment Opportunity: (Contracts subject to Executive Order 11246 and 11375). During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants employed, and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Orders 11246 and 11375, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Orders 11246 and 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Orders 11246 and 11375, and by the rules, regulations, and orders of the Secretary of Labor of the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the property owner, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Orders 11246 and 11375, and such sanctions may be imposed and remedies invoked as provided in Executive Orders 11246 and 11375, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Orders 11246 and 11375 so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with

respect to any subcontractor or purchase order as the property owner may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the property owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (h) In the event that this contract exceeds \$10,000, the contractor then agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 6. Economic Opportunities for Section 3 Residents/Business Concerns: (Contracts subject to Section 3 Clause of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992). During the performance of this contract, the Contractor agrees as follows:

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with

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REHABILITATION CONTRACT

Project # 1-18-667
6/26/18

persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- (g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- (h) The contractor agrees to comply with Executive Order 11063, as amended by Executive Order 11375, as related to discrimination in housing.

Section 7. Time for Performance: The Contractor shall, upon acceptance of this Bid and submission of evidence of satisfactory insurance coverage, begin work within 14 days after a Notice to Proceed is delivered to the Contractor and shall be satisfactorily completed within 60 calendar days thereafter. Notwithstanding the aforesaid, the Contractor is excused from performance or delay if at any time in the progress of the work by any act of neglect of the Owner or the City or any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide. When the work has been fully completed, approved by the City, and all waivers and releases of liens required by the City are submitted, final payment shall be made to the Contractor by the City.

Section 8. Insurance: The Contractor shall maintain such insurance as will protect him from claims under Workmen's Compensation Acts and other employee benefits acts, from claims for damages to property which may arise both out of and during operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Commercial general liability insurance coverage shall be written on an "occurrence" basis. The CGL policy shall have a minimum coverage of \$1,000,000 million per occurrence and \$2,000,000 million aggregate.. The Contractor shall save the Owner harmless from damages arising out of the work set forth therein. Before commencing work, Contractor shall furnish the City with certificates showing that the above insurance is in force. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and new certificates shall be furnished to the City.

Section 9. Changes in the Work: No modification of this Contract shall be made except in written change order signed by the Contractor and Owner, and approved by the City.

Section 10. Releases of Liens: The Contractor shall submit to the City a release of all mechanics

and material liens prior to final payment of the consideration set forth hereafter.

Section 11. Compensation: The City agrees to compensate the Contractor \$ 18,200.00 for the services and the materials to be provided herein.

Section 12. Payment for Completed Work or Materials Ordered: The Contractor will be paid all but ten percent (10%) of the contract price after the work is satisfactorily completed. This 10% of contract price will be held for thirty (30) days after the date of the final certification of completion. Upon request of the Contractor and with approval of the City, progress payments may be made. Progress payments shall not exceed 90% of the value of the work satisfactorily completed. Payments due the Contractor will be paid within 30 days after the City receives the Contractor's invoice and satisfactory release of liens of claims for liens by subcontractors, laborers, and material suppliers for completed work or installed materials. The City may reimburse the Contractor for materials included on Exhibit A that are ordered and paid for by the Contractor, at any time after this Contract is approved by the City upon providing an invoice.

Section 13. Provision for the Owner: Owner will permit the Contractor to use at no cost existing utilities such as light, heat, power, and water necessary to the carrying out and completion of the work. Further, Owner will cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, covering and furniture as necessary. The Owner is prohibited from doing any work or hiring any person to do any work to the Owner's home or property at any time prior to the date of final inspection for this project that will interfere with or adversely impact the Contractor's scope of work, with the exception of emergency repairs. The Owner shall notify the City and Contractor in advance regarding any emergency work or repairs that are to be done, and no such emergency work or repairs shall be done without the approval of the City and the Contractor.

Section 14. Occupancy Provision: The premises are to be occupied (unless otherwise notified by the City) during the course of the construction work.

Section 15. Condition of Premises: Contractor agrees to keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor unless stated otherwise.

Section 16. Interest of Housing Commission and Local Public Officials. No members of the Housing Commission of the City who exercises any functions or responsibilities, and no member of the City Council of the City of Cedar Falls shall have any interest, direct or indirect, in this contract.

Section 17. Disputes: Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Standard Specifications for Housing Rehabilitations adopted in September 2015, or workmanship will be mediated by the City, and a written determination of finding will be provided to the Owner and Contractor. If any interested party desires to contest such finding, a written request for an appeal hearing shall be submitted to the City representative, who shall set a date for such hearing with

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the Housing Commission. The Commission will then hold an appeal hearing and make a determination of resolution in writing to both parties. Should either party contest the decision, a request to appeal may be made to the Mayor. The Mayor will then ask the City Council to make the determination of resolution. The decision of the City Council shall be final and binding on all interested parties.

Any binding provisions between the Owner and Contractor shall be set forth in this Contract; the City shall not become involved in a dispute between the Owner and the Contractor arising from work performed outside this Contract.

Section 18. Workmanship: The work provided hereunder by the Contractor shall be executed as directed by the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 (available on the City's website or upon request) and in the most sound, workmanlike and substantial manner, and all materials used in the construction, rehabilitation, renovating, remodeling, and improving shall be new unless otherwise expressly set forth in the specifications.

Section 19. Engineering Surveys, Permits, Fees, and Licensing: The Contractor shall furnish all engineering surveys as required unless otherwise specified. The Contractor shall furnish all permits and licenses for the authorization to execute said work and pay all fees incidental to acquiring same. The contractor shall meet all local licensing requirements.

Section 20. Inspection of Work: The City shall at all times have access to the work. If the specifications, plans, instructions, laws, ordinances, City Standards, or any public authority requires any work to be specifically inspected, tested or approved, the Contractor shall give the City timely notice of its readiness for inspection. Inspections by the City shall be promptly made. If any work should be covered up without approval or consent of the City, it must, if required by the City, be uncovered for examination at the Contractor's expense. If such work should be found not in accordance with this contract, including incorporated plans and specifications, the Contractor shall pay such costs; provided, however, if the Contractor can show that the defect was not caused by him or his subcontractors, then in that event, the Owner shall pay the cost of remedying such work.

Section 21. Defects after Completion: Any defects that appear within one (1) year from the completion of the work and arise out of the defective or improper materials or workmanship will upon the direction of the City be corrected and made good by the Contractor at his own expense.

Section 22. Approval by City: This Agreement must be approved by the City before it becomes effective.

Section 23. Nonliability of the City and Indemnification: The parties hereto agree to hold the City harmless and to indemnify the City for any damages concerning the undertaking and carrying out of this Contract.

Section 24. Default: In the case of default by the Contractor, the City may procure the articles of services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Section 25. Termination: In case the Contractor fails to furnish materials or execute work in accordance with the provisions of this Contract, or fails to proceed with or complete the work within the time limit specified in this Contract, or if the provisions of the Contract are otherwise violated by the Contractor, then in any case, upon ten (10) days' written notice to the contractor, the City shall have the right to declare the Contractor in default in the performance of these obligations under the Contract. Said notice shall contain the reason for the City's intent to declare Contractor at fault and unless within ten (10) days after service of said notice, the violation shall cease or satisfactory arrangements shall be made for its correction, the Contractor, by written notice from the City may be declared in default and his right to proceed under the Contract terminated. In the event the Contractor is thus declared to be in default, the City will proceed to have the work completed, shall apply the cost of having the work completed any money due the Contractor under the contract, and Contractor shall be responsible for any damages resulting to Owner by reason of default.

Section 26. Notices: Notices to be given by Owner or City to Contractor shall be considered given for the purpose of this Agreement when provided via electronic mail or when deposited in regular mail to the Contractor at the address listed below.

Section 27. Condition for Validity of Agreement: This Contract is contingent upon the receipt by the Owner of a Grant or Loan in an amount sufficient to cover the cost of the rehabilitation work described herein. If the Grant or Loan is not approved, this Contract is null and void.

Section 28. Prohibition Against "Kick-Backs": The Contractor agrees that he has not and will not give up any part of the compensation to which he is entitled under this contract for the purpose of being awarded the contract; further, the Contractor agrees that he will not induce any person employed by him to give the Contractor any part of any compensation owed the employee for work done pursuant to this contract.

Section 29. Other Federal Requirements:

- (a) Access and Maintenance of Records. For projects utilizing CDBG funds, the contractor must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.
- (b) Civil Rights. For all CDBG-funded projects, the Contractor must comply with the following laws and regulations:
 - Title VI of the Civil Rights Act of 1964 (P.L. 88-352). States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
 - Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
 - Iowa Civil Rights Act of 1965. This Act mirrors the Federal Civil Rights Act.
 - Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309). Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national

origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.

- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794). Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213). Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- (c) All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

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CONTRACTOR

Kirkman Enterprises LLC
Contractor Firm Name

422 35th St. SW
Contractor's Address

Altoona, IA, 50009
City, State, Zip

Kirkman1976@yahoo.com
Contractor's E-mail

[Signature]
Signature of Contractor

8/29/18
Date of Acceptance

ACCEPTANCE BY OWNER(S)

Shirley Roney
Owner(s) Name

801 Newman Avenue
Owner's Address

Cedar Falls, IA 50613
City, State, Zip

Owner's E-mail

Owner's Signature

Date of Acceptance

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, CMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this ____ day of _____, 2018, before me a Notary Public in and for said County, personally appeared James P. Brown and Jacqueline Danielsen to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Black Hawk County, Iowa

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1. The following information is taken from the financial statements of ABC Company for the year ended December 31, 2012:

Account	2012	2011
Accounts receivable	100,000	120,000
Inventory	80,000	70,000
Prepaid expenses	20,000	15,000
Property, plant, and equipment	200,000	180,000
Accumulated depreciation	(100,000)	(90,000)
Accounts payable	50,000	60,000
Long-term debt	150,000	140,000
Common stock	100,000	100,000
Retained earnings	100,000	100,000

Required:

1. Compute the change in working capital for 2012.
2. Compute the change in net fixed assets for 2012.
3. Compute the change in net long-term debt for 2012.
4. Compute the change in net equity for 2012.

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Exhibit A
Housing Rehabilitation Project Write Up
801 Newman Avenue, Cedar Falls, IA 50613

Shirley Roney
801 Newman Avenue
Cedar Falls, IA 50613

Please **text** owner to arrange a property viewing: (319) 269-9196

Line Item	Scope of Work	Bidder's Cost
Exterior		
1	Repair front steps leading up to dwelling on North side of dwelling a. Repair and replace any bad boards b. Add new handrail on one side	400.00
2	Bring attached open front deck up to code on North side of dwelling a. Repair and replace any bad boards b. Add handrail on steps c. Fix guardrail around deck	400.00
3	3. Bring stairs leading down to basement egress door up to code a. Add new handrail	600.00
4	Replace basement bedroom egress door and frame	1,300.00
5	LEAD HAZARD ITEM: Remove aluminum storm windows on the windows that have them. Reputty the sash as needed, scrape and paint the sash and exposed jambs, then re-install or replace the aluminum storm windows.	1,500.00
6	LEAD HAZARD ITEM: Permanently remove wood storm windows on the windows that have them. Reputty the window sashes as needed, scrape and paint the sashes and exposed jambs.	500.00
7	After completion of Line Item 6 , install new aluminum storm windows to replace removed wood storm windows.	400.00
8	LEAD HAZARD ITEM: Remove all visible paint chips around the foundation. Add approximately 4" - 6" of black fill dirt to provide a slope away from the house and cover any remaining paint chips.	300.00
9	Install new step/platform below rear entry double doors and rear bedroom double doors.	600.00
10	Install new vinyl siding, soffit, fascia, and gutters	6,500.00
11	Tear off entire house roof and re-roof with new asphalt shingles and add additional box vents to roof as needed to meet code (detached garage not included for new shingles). a. Remove existing dormers on roof and fill in - requires Lead Safe Work Practices	5,000.00
Interior		
12	Install owner's drywall on ceiling in basement laundry room to cover exposed spray foam	400.00
Other		
13	City permits	300.00
Total		18,200.00
Alternates		
1	Replace rear entry double doors and spare bedroom double doors	1,980.00
2	Install new windows around entire dwelling	3,600.00
3	LEAD HAZARD ITEM: Remove all loose paint on the entire house. This includes all siding, trim, window frames, doors, fascia & soffit and any other painted wood. Replace all deteriorated wood, wet sand as needed, prepare, prime and paint to cover all.	6,800.00
4	Update smoke/carbon monoxide alarms as needed throughout dwelling	250.00
Total Alt.		12,630.00

This home is presumed to contain lead based paint; therefore certain items are noted where the disturbance of lead paint is expected. **ONLY PERSONS WHO HAVE BEEN TRAINED AND CERTIFIED MAY CONDUCT WORK FOR THE LINE ITEMS SPECIFIED.**

Lead safe work practices include but may not be limited to:

- Protecting occupants by informing them of times and locations of lead hazard reduction activities in advance of such work, so that special alternative housing arrangements can be made prior to safe lead clearance testing, if required.
- Preparing worksite by having all necessary material and labor to do the work in a safe, efficient manner that will not unnecessarily delay completion and clearance testing if required.
- Control and contain all paint chips, dust and residue by laying down tarps and completely sealing off affected rooms.
- Disposing of lead paint chips, dust and residue as required by law

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Exhibit B
FEDERAL REGULATIONS PROHIBITING USE OF
LEAD-BASED PAINT AND ELIMINATION OF
LEAD-BASED PAINT HAZARD

Part I: Prohibition of Lead-Based Paint Usage

A. Definition:

"Lead-based paint" means any paint containing more than one percent (1%) lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints or in the dried film of paint already applied.

B. Applicable Surfaces:

Applicable surfaces means all interior surfaces and those exterior surfaces, such as stairs, decks, porches, railings, windows, and doors which are readily accessible to children under seven (7) years of age.

Part II: Elimination of Lead-Based Paint Hazard

A. Procedure:

All defective paint conditions shall be assumed to involve lead-based paint and thus to constitute health hazards that must be corrected unless testing shows that lead is not present in the paint at a level above 1.0 percent.

B. Treatment:

Particular care shall be taken to correct conditions of cracking, scaling, peeling and loose paint on walls, ceilings, doors, windows, trim, stairs, railings, cabinets and piping. All such surfaces shall be thoroughly washed, scraped or wire brushed so as to remove all cracking, scaling, peeling and loose paint before repainting. As a minimum, these surfaces must receive two (2) coats of a suitable nonlead-based paint. Where it is infeasible to control or correct the cracking, scaling, peeling or loosening of the lead-based paint and the film integrity of the treated surfaces cannot be maintained, the paint on these surfaces shall be removed or covered with material such as hardboard, plywood, drywall, plaster, or other suitable material.

Part III: The Contractor will comply with all applicable regulations in 24 C.F.R. Part 35 pertaining to requirements for notification, evaluation and reduction of lead-based paint hazards in federally owned residential properties and housing receiving federal assistance.

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REHABILITATION CONTRACT

This Contract made the day hereinafter set forth by and between Gertrude Petersen, hereinafter referred to as the "Owner" and Kiran Enterprises LLC hereinafter referred to as the "Contractor."

WITNESSETH THAT:

WHEREAS, the Owner desires to engage the Contractor to perform certain work on the premises commonly known as 911 Bluff Street, Cedar Falls, Iowa: and

WHEREAS, the said premises are located in the area designated as Project No. 1-18-668 of the Community Development Block Grant Program; and

WHEREAS, the Owner desires to utilize all services provided by the City in connection with the said project; and

WHEREAS, insofar as this Contract is concerned, the term "City" shall mean the City of Cedar Falls, Iowa acting through its Community Development Department, 220 Clay Street, Cedar Falls, Iowa 50613.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section 1. Employment of Contractor: The Owner hereby engages the Contractor with the approval of the City to perform the services and supply the materials hereinafter set forth.

Section 2. Scope of Services: The Contractor shall perform all of the services and furnish all the material necessary to make the improvements described in the Contract for the aforesaid premises.

Section 3. Improvements: The improvements to be made and/or constructed by the Contractor are identified in in the Housing Rehabilitation Project Write Up referred to in Exhibit "A," attached hereto, made a part hereof and incorporated as a part of this Agreement. Contractor will also follow the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 and available on the City's website or upon request.

Section 4. Subcontracting: The Contractor shall not be required to employ any subcontractor against whom he has a reasonable objection.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and

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omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner.

Section 5. Equal Employment Opportunity: (Contracts subject to Executive Order 11246 and 11375). During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants employed, and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Orders 11246 and 11375, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Orders 11246 and 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Orders 11246 and 11375, and by the rules, regulations, and orders of the Secretary of Labor of the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the property owner, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Orders 11246 and 11375, and such sanctions may be imposed and remedies invoked as provided in Executive Orders 11246 and 11375, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Orders 11246 and 11375 so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with

respect to any subcontractor or purchase order as the property owner may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the property owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (h) In the event that this contract exceeds \$10,000, the contractor then agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 6. Economic Opportunities for Section 3 Residents/Business Concerns: (Contracts subject to Section 3 Clause of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992). During the performance of this contract, the Contractor agrees as follows:

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with

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persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- (g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- (h) The contractor agrees to comply with Executive Order 11063, as amended by Executive Order 11375, as related to discrimination in housing.

Section 7. Time for Performance: The Contractor shall, upon acceptance of this Bid and submission of evidence of satisfactory insurance coverage, begin work within 14 days after a Notice to Proceed is delivered to the Contractor and shall be satisfactorily completed within 60 calendar days thereafter. Notwithstanding the aforesaid, the Contractor is excused from performance or delay if at any time in the progress of the work by any act of neglect of the Owner or the City or any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide. When the work has been fully completed, approved by the City, and all waivers and releases of liens required by the City are submitted, final payment shall be made to the Contractor by the City.

Section 8. Insurance: The Contractor shall maintain such insurance as will protect him from claims under Workmen's Compensation Acts and other employee benefits acts, from claims for damages to property which may arise both out of and during operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Commercial general liability insurance coverage shall be written on an "occurrence" basis. The CGL policy shall have a minimum coverage of \$1,000,000 million per occurrence and \$2,000,000 million aggregate.. The Contractor shall save the Owner harmless from damages arising out of the work set forth therein. Before commencing work, Contractor shall furnish the City with certificates showing that the above insurance is in force. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and new certificates shall be furnished to the City.

Section 9. Changes in the Work: No modification of this Contract shall be made except in written change order signed by the Contractor and Owner, and approved by the City.

Section 10. Releases of Liens: The Contractor shall submit to the City a release of all mechanics

and material liens prior to final payment of the consideration set forth hereafter.

Section 11. Compensation: The City agrees to compensate the Contractor \$ 36,590.00 for the services and the materials to be provided herein.

Section 12. Payment for Completed Work or Materials Ordered: The Contractor will be paid all but ten percent (10%) of the contract price after the work is satisfactorily completed. This 10% of contract price will be held for thirty (30) days after the date of the final certification of completion. Upon request of the Contractor and with approval of the City, progress payments may be made. Progress payments shall not exceed 90% of the value of the work satisfactorily completed. Payments due the Contractor will be paid within 30 days after the City receives the Contractor's invoice and satisfactory release of liens of claims for liens by subcontractors, laborers, and material suppliers for completed work or installed materials. The City may reimburse the Contractor for materials included on Exhibit A that are ordered and paid for by the Contractor, at any time after this Contract is approved by the City upon providing an invoice.

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Section 17. Disputes: Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Standard Specifications for Housing Rehabilitations adopted in September 2015, or workmanship will be mediated by the City, and a written determination of finding will be provided to the Owner and Contractor. If any interested party desires to contest such finding, a written request for an appeal hearing shall be submitted to the City representative, who shall set a date for such hearing with

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the Housing Commission. The Commission will then hold an appeal hearing and make a determination of resolution in writing to both parties. Should either party contest the decision, a request to appeal may be made to the Mayor. The Mayor will then ask the City Council to make the determination of resolution. The decision of the City Council shall be final and binding on all interested parties.

Any binding provisions between the Owner and Contractor shall be set forth in this Contract; the City shall not become involved in a dispute between the Owner and the Contractor arising from work performed outside this Contract.

Section 18. Workmanship: The work provided hereunder by the Contractor shall be executed as directed by the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 (available on the City's website or upon request) and in the most sound, workmanlike and substantial manner, and all materials used in the construction, rehabilitation, renovating, remodeling, and improving shall be new unless otherwise expressly set forth in the specifications.

Section 19. Engineering Surveys, Permits, Fees, and Licensing: The Contractor shall furnish all engineering surveys as required unless otherwise specified. The Contractor shall furnish all permits and licenses for the authorization to execute said work and pay all fees incidental to acquiring same. The contractor shall meet all local licensing requirements.

Section 20. Inspection of Work: The City shall at all times have access to the work. If the specifications, plans, instructions, laws, ordinances, City Standards, or any public authority requires any work to be specifically inspected, tested or approved, the Contractor shall give the City timely notice of its readiness for inspection. Inspections by the City shall be promptly made. If any work should be covered up without approval or consent of the City, it must, if required by the City, be uncovered for examination at the Contractor's expense. If such work should be found not in accordance with this contract, including incorporated plans and specifications, the Contractor shall pay such costs; provided, however, if the Contractor can show that the defect was not caused by him or his subcontractors, then in that event, the Owner shall pay the cost of remedying such work.

Section 21. Defects after Completion: Any defects that appear within one (1) year from the completion of the work and arise out of the defective or improper materials or workmanship will upon the direction of the City be corrected and made good by the Contractor at his own expense.

Section 22. Approval by City: This Agreement must be approved by the City before it becomes effective.

Section 23. Nonliability of the City and Indemnification: The parties hereto agree to hold the City harmless and to indemnify the City for any damages concerning the undertaking and carrying out of this Contract.

Section 24. Default: In the case of default by the Contractor, the City may procure the articles of services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Section 25. Termination: In case the Contractor fails to furnish materials or execute work in accordance with the provisions of this Contract, or fails to proceed with or complete the work within the time limit specified in this Contract, or if the provisions of the Contract are otherwise violated by the Contractor, then in any case, upon ten (10) days' written notice to the contractor, the City shall have the right to declare the Contractor in default in the performance of these obligations under the Contract. Said notice shall contain the reason for the City's intent to declare Contractor at fault and unless within ten (10) days after service of said notice, the violation shall cease or satisfactory arrangements shall be made for its correction, the Contractor, by written notice from the City may be declared in default and his right to proceed under the Contract terminated. In the event the Contractor is thus declared to be in default, the City will proceed to have the work completed, shall apply the cost of having the work completed any money due the Contractor under the contract, and Contractor shall be responsible for any damages resulting to Owner by reason of default.

Section 26. Notices: Notices to be given by Owner or City to Contractor shall be considered given for the purpose of this Agreement when provided via electronic mail or when deposited in regular mail to the Contractor at the address listed below.

Section 27. Condition for Validity of Agreement: This Contract is contingent upon the receipt by the Owner of a Grant or Loan in an amount sufficient to cover the cost of the rehabilitation work described herein. If the Grant or Loan is not approved, this Contract is null and void.

Section 28. Prohibition Against "Kick-Backs": The Contractor agrees that he has not and will not give up any part of the compensation to which he is entitled under this contract for the purpose of being awarded the contract; further, the Contractor agrees that he will not induce any person employed by him to give the Contractor any part of any compensation owed the employee for work done pursuant to this contract.

Section 29. Other Federal Requirements:

- (a) Access and Maintenance of Records. For projects utilizing CDBG funds, the contractor must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.
- (b) Civil Rights. For all CDBG-funded projects, the Contractor must comply with the following laws and regulations:
 - Title VI of the Civil Rights Act of 1964 (P.L. 88-352). States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
 - Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
 - Iowa Civil Rights Act of 1965. This Act mirrors the Federal Civil Rights Act.
 - Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309). Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national

origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.

- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794). Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213). Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- (c) All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

REHABILITATION CONTRACT

Project # 1-18-668

6/26/18

CONTRACTOR

Kirwan Enterprises LLC

Contractor Firm Name

422 35th St. SW

Contractor's Address

Altoona, IA 50009

City, State, Zip

Kirwan1976@yahoo.com

Contractor's E-mail

[Signature]

Signature of Contractor

8/27/18

Date of Acceptance

ACCEPTANCE BY OWNER(S)

Gertrude Petersen

Owner(s) Name

911 Bluff Street

Owner's Address

Cedar Falls, IA 50613

City, State, Zip

Owner's E-mail

Owner's Signature

Date of Acceptance

CITY OF CEDAR FALLS, IOWA

By: James P. Brown, Mayor

ATTEST:

By: Jacqueline Danielsen, CMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this ____ day of _____, 2018, before me a Notary Public in and for said County, personally appeared James P. Brown and Jacqueline Danielsen to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Black Hawk County, Iowa

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REHABILITATION CONTRACT

Project # 1-18-668

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Exhibit A
Housing Rehabilitation Project Write Up

911 Bluff Street, Cedar Falls, IA 50613

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Trudy Petersen
 911 Bluff Street (eligible for National Register of Historic Places)
 Cedar Falls, IA 50613

Please call owner to arrange a property viewing: (319) 230-7523

Line Item	Scope of Work	Bidder's Cost
Interior		
1	Replace water heater	1,000.00
2	New Smoke/CO detectors throughout dwelling to meet code	300.00
3	Install handrails on basement and upstairs stairwells	400.00
4	Remodel main floor bathroom • Knock out closet wall in front of shower and reframe to make bathroom bigger • Reconfigure stool, lavatory, and shower to meet code	6,500.00
5	Disable door on second floor that opens onto the flat roof	100.00
6	Install GFCI receptacles in kitchen to meet code	350.00
7	LEAD HAZARD ITEM: Remove all loose paint on the walls, ceiling and wood trim in the basement stairway. Repair, prime and paint to cover all.	580.00
8	LEAD HAZARD ITEM: Remove all loose paint on the walls & ceilings of the living room & entry. Repair, prime and paint to cover all.	2,860.00
9	LEAD HAZARD ITEM: Remove all loose paint on the walls & ceilings on all rooms, hall & stairway on the 2nd floor. Repair, prime and paint to cover all.	4,000.00
Exterior		
10	Deck on front of house East side needs to be replaced • Handrail/guard rail needed per code (code: 34" to 38")	1,000.00
11	LEAD HAZARD ITEM: Remove all loose paint on the entire house. This includes all siding, trim, windows, doors, fascia & soffit and any other painted wood. Replace all deteriorated wood, wet sand as needed, prepare, prime and paint to cover all.	18,900.00
12	LEAD HAZARD ITEM: Remove all visible paint chips around the foundation. Add approximately 4" - 6" of black fill dirt to provide a slope away from the house and cover any remaining paint chips.	300.00
13	Check power line that feeds the detached garage to see if it meets code • Remove power line if needed	100.00
Other		
10	City permits	200.00
Total		\$ 36,590.00

The East side of the home (682 sqft) is presumed to contain lead based paint; therefore certain items are noted where the disturbance of lead paint is expected. **ONLY PERSONS WHO HAVE BEEN TRAINED AND CERTIFIED MAY CONDUCT WORK FOR THE LINE ITEMS SPECIFIED.**

Lead safe work practices include but may not be limited to:

- Protecting occupants by informing them of times and locations of lead hazard reduction activities in advance of such work, so that special alternative housing arrangements can be made prior to safe lead clearance testing, if required.

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Exhibit B
FEDERAL REGULATIONS PROHIBITING USE OF
LEAD-BASED PAINT AND ELIMINATION OF
LEAD-BASED PAINT HAZARD

Part I: Prohibition of Lead-Based Paint Usage

A. Definition:

"Lead-based paint" means any paint containing more than one percent (1%) lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints or in the dried film of paint already applied.

B. Applicable Surfaces:

Applicable surfaces means all interior surfaces and those exterior surfaces, such as stairs, decks, porches, railings, windows, and doors which are readily accessible to children under seven (7) years of age.

Part II: Elimination of Lead-Based Paint Hazard

A. Procedure:

All defective paint conditions shall be assumed to involve lead-based paint and thus to constitute health hazards that must be corrected unless testing shows that lead is not present in the paint at a level above 1.0 percent.

B. Treatment:

Particular care shall be taken to correct conditions of cracking, scaling, peeling and loose paint on walls, ceilings, doors, windows, trim, stairs, railings, cabinets and piping. All such surfaces shall be thoroughly washed, scraped or wire brushed so as to remove all cracking, scaling, peeling and loose paint before repainting. As a minimum, these surfaces must receive two (2) coats of a suitable nonlead-based paint. Where it is infeasible to control or correct the cracking, scaling, peeling or loosening of the lead-based paint and the film integrity of the treated surfaces cannot be maintained, the paint on these surfaces shall be removed or covered with material such as hardboard, plywood, drywall, plaster, or other suitable material.

Part III: The Contractor will comply with all applicable regulations in 24 C.F.R. Part 35 pertaining to requirements for notification, evaluation and reduction of lead-based paint hazards in federally owned residential properties and housing receiving federal assistance.

REHABILITATION CONTRACT

This Contract made the day hereinafter set forth by and between Cameon and Donald Lies, hereinafter referred to as the "Owner" and Kirwan Enterprises LLC hereinafter referred to as the "Contractor."

WITNESSETH THAT:

WHEREAS, the Owner desires to engage the Contractor to perform certain work on the premises commonly known as 921 Westview Street, Cedar Falls, Iowa: and

WHEREAS, the said premises are located in the area designated as Project No. 1-18-669 of the Community Development Block Grant Program; and

WHEREAS, the Owner desires to utilize all services provided by the City in connection with the said project; and

WHEREAS, insofar as this Contract is concerned, the term "City" shall mean the City of Cedar Falls, Iowa acting through its Community Development Department, 220 Clay Street, Cedar Falls, Iowa 50613.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section 1. Employment of Contractor: The Owner hereby engages the Contractor with the approval of the City to perform the services and supply the materials hereinafter set forth.

Section 2. Scope of Services: The Contractor shall perform all of the services and furnish all the material necessary to make the improvements described in the Contract for the aforesaid premises.

Section 3. Improvements: The improvements to be made and/or constructed by the Contractor are identified in in the Housing Rehabilitation Project Write Up referred to in Exhibit "A," attached hereto, made a part hereof and incorporated as a part of this Agreement. Contractor will also follow the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 and available on the City's website or upon request.

Section 4. Subcontracting: The Contractor shall not be required to employ any subcontractor against whom he has a reasonable objection.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and

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omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner.

Section 5. Equal Employment Opportunity: (Contracts subject to Executive Order 11246 and 11375). During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants employed, and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Orders 11246 and 11375, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Orders 11246 and 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Orders 11246 and 11375, and by the rules, regulations, and orders of the Secretary of Labor of the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the property owner, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Orders 11246 and 11375, and such sanctions may be imposed and remedies invoked as provided in Executive Orders 11246 and 11375, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Orders 11246 and 11375 so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with

respect to any subcontractor or purchase order as the property owner may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the property owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (h) In the event that this contract exceeds \$10,000, the contractor then agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 6. Economic Opportunities for Section 3 Residents/Business Concerns: (Contracts subject to Section 3 Clause of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992). During the performance of this contract, the Contractor agrees as follows:

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with

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persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- (g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- (h) The contractor agrees to comply with Executive Order 11063, as amended by Executive Order 11375, as related to discrimination in housing.

Section 7. Time for Performance: The Contractor shall, upon acceptance of this Bid and submission of evidence of satisfactory insurance coverage, begin work within 14 days after a Notice to Proceed is delivered to the Contractor and shall be satisfactorily completed within 60 calendar days thereafter. Notwithstanding the aforesaid, the Contractor is excused from performance or delay if at any time in the progress of the work by any act of neglect of the Owner or the City or any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide. When the work has been fully completed, approved by the City, and all waivers and releases of liens required by the City are submitted, final payment shall be made to the Contractor by the City.

Section 8. Insurance: The Contractor shall maintain such insurance as will protect him from claims under Workmen's Compensation Acts and other employee benefits acts, from claims for damages to property which may arise both out of and during operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Commercial general liability insurance coverage shall be written on an "occurrence" basis. The CGL policy shall have a minimum coverage of \$1,000,000 million per occurrence and \$2,000,000 million aggregate.. The Contractor shall save the Owner harmless from damages arising out of the work set forth therein. Before commencing work, Contractor shall furnish the City with certificates showing that the above insurance is in force. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and new certificates shall be furnished to the City.

Section 9. Changes in the Work: No modification of this Contract shall be made except in written change order signed by the Contractor and Owner, and approved by the City.

Section 10. Releases of Liens: The Contractor shall submit to the City a release of all mechanics

and material liens prior to final payment of the consideration set forth hereafter.

Section 11. Compensation: The City agrees to compensate the Contractor \$ 18,570.00 for the services and the materials to be provided herein.

Section 12. Payment for Completed Work or Materials Ordered: The Contractor will be paid all but ten percent (10%) of the contract price after the work is satisfactorily completed. This 10% of contract price will be held for thirty (30) days after the date of the final certification of completion. Upon request of the Contractor and with approval of the City, progress payments may be made. Progress payments shall not exceed 90% of the value of the work satisfactorily completed. Payments due the Contractor will be paid within 30 days after the City receives the Contractor's invoice and satisfactory release of liens of claims for liens by subcontractors, laborers, and material suppliers for completed work or installed materials. The City may reimburse the Contractor for materials included on Exhibit A that are ordered and paid for by the Contractor, at any time after this Contract is approved by the City upon providing an invoice.

Section 13. Provision for the Owner: Owner will permit the Contractor to use at no cost existing utilities such as light, heat, power, and water necessary to the carrying out and completion of the work. Further, Owner will cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, covering and furniture as necessary. The Owner is prohibited from doing any work or hiring any person to do any work to the Owner's home or property at any time prior to the date of final inspection for this project that will interfere with or adversely impact the Contractor's scope of work, with the exception of emergency repairs. The Owner shall notify the City and Contractor in advance regarding any emergency work or repairs that are to be done, and no such emergency work or repairs shall be done without the approval of the City and the Contractor.

Section 14. Occupancy Provision: The premises are to be occupied (unless otherwise notified by the City) during the course of the construction work.

Section 15. Condition of Premises: Contractor agrees to keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor unless stated otherwise.

Section 16. Interest of Housing Commission and Local Public Officials. No members of the Housing Commission of the City who exercises any functions or responsibilities, and no member of the City Council of the City of Cedar Falls shall have any interest, direct or indirect, in this contract.

Section 17. Disputes: Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Standard Specifications for Housing Rehabilitations adopted in September 2015, or workmanship will be mediated by the City, and a written determination of finding will be provided to the Owner and Contractor. If any interested party desires to contest such finding, a written request for an appeal hearing shall be submitted to the City representative, who shall set a date for such hearing with

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Section 25. Termination: In case the Contractor fails to furnish materials or execute work in accordance with the provisions of this Contract, or fails to proceed with or complete the work within the time limit specified in this Contract, or if the provisions of the Contract are otherwise violated by the Contractor, then in any case, upon ten (10) days' written notice to the contractor, the City shall have the right to declare the Contractor in default in the performance of these obligations under the Contract. Said notice shall contain the reason for the City's intent to declare Contractor at fault and unless within ten (10) days after service of said notice, the violation shall cease or satisfactory arrangements shall be made for its correction, the Contractor, by written notice from the City may be declared in default and his right to proceed under the Contract terminated. In the event the Contractor is thus declared to be in default, the City will proceed to have the work completed, shall apply the cost of having the work completed any money due the Contractor under the contract, and Contractor shall be responsible for any damages resulting to Owner by reason of default.

Section 26. Notices: Notices to be given by Owner or City to Contractor shall be considered given for the purpose of this Agreement when provided via electronic mail or when deposited in regular mail to the Contractor at the address listed below.

Section 27. Condition for Validity of Agreement: This Contract is contingent upon the receipt by the Owner of a Grant or Loan in an amount sufficient to cover the cost of the rehabilitation work described herein. If the Grant or Loan is not approved, this Contract is null and void.

Section 28. Prohibition Against "Kick-Backs": The Contractor agrees that he has not and will not give up any part of the compensation to which he is entitled under this contract for the purpose of being awarded the contract; further, the Contractor agrees that he will not induce any person employed by him to give the Contractor any part of any compensation owed the employee for work done pursuant to this contract.

Section 29. Other Federal Requirements:

- (a) Access and Maintenance of Records. For projects utilizing CDBG funds, the contractor must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.
- (b) Civil Rights. For all CDBG-funded projects, the Contractor must comply with the following laws and regulations:
 - Title VI of the Civil Rights Act of 1964 (P.L. 88-352). States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
 - Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
 - Iowa Civil Rights Act of 1965. This Act mirrors the Federal Civil Rights Act.
 - Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309). Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national

origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.

- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794). Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213). Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- (c) All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

REHABILITATION CONTRACT

Project # 1-18-669
6/26/18

Notary Public in and for Black Hawk County, Iowa

Exhibit A
Housing Rehabilitation Project Write Up
921 Westview Street, Cedar Falls, IA 50613

Exhibit B
FEDERAL REGULATIONS PROHIBITING USE OF
LEAD-BASED PAINT AND ELIMINATION OF
LEAD-BASED PAINT HAZARD

Part I: Prohibition of Lead-Based Paint Usage

A. Definition:

"Lead-based paint" means any paint containing more than one percent (1%) lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints or in the dried film of paint already applied.

B. Applicable Surfaces:

Applicable surfaces means all interior surfaces and those exterior surfaces, such as stairs, decks, porches, railings, windows, and doors which are readily accessible to children under seven (7) years of age.

Part II: Elimination of Lead-Based Paint Hazard

A. Procedure:

All defective paint conditions shall be assumed to involve lead-based paint and thus to constitute health hazards that must be corrected unless testing shows that lead is not present in the paint at a level above 1.0 percent.

B. Treatment:

Particular care shall be taken to correct conditions of cracking, scaling, peeling and loose paint on walls, ceilings, doors, windows, trim, stairs, railings, cabinets and piping. All such surfaces shall be thoroughly washed, scraped or wire brushed so as to remove all cracking, scaling, peeling and loose paint before repainting. As a minimum, these surfaces must receive two (2) coats of a suitable nonlead-based paint. Where it is infeasible to control or correct the cracking, scaling, peeling or loosening of the lead-based paint and the film integrity of the treated surfaces cannot be maintained, the paint on these surfaces shall be removed or covered with material such as hardboard, plywood, drywall, plaster, or other suitable material.

Part III: The Contractor will comply with all applicable regulations in 24 C.F.R. Part 35 pertaining to requirements for notification, evaluation and reduction of lead-based paint hazards in federally owned residential properties and housing receiving federal assistance.

Item G.2.p.

Donald & Cameon Lies
921 Westview Street
Cedar Falls, IA 50613

Please call owners to arrange a property viewing: (319) 269-5819

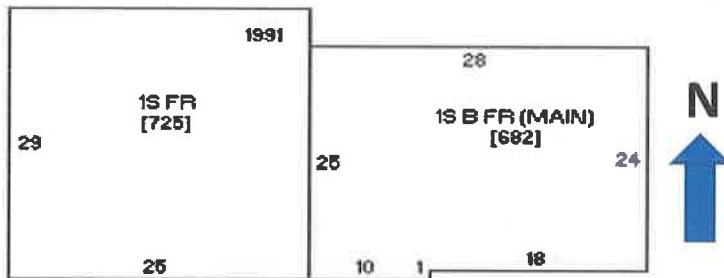
Line Item	Scope of Work	Bidder's Cost
Interior		
1	Replace water heater	1,000.00
2	New Smoke/CO detectors throughout dwelling to meet code	250.00
3	Replace bathroom exhaust vent	250.00
4	Un-hook or remove baseboard heating system	300.00
Exterior		
5	Deck Ramp on front of house East side needs to be replaced • Handrail/guard rail needed (code: 34" to 38") • 60" Landing at top of ramp and will need 1 unit vertical and 12 units horizontal slope	2,000.00
6	Repair deck ramp on front of house West side • Need handrail cap on top of existing railing to meet code • Refasten railing system	400.00
7	The following windows need replacing (will need new framing, trim, and need to be wrapped): • Front West window (picture window with 2 side lights) - Needs to be Tempered →9' 6" total length, 2 side lights double hung 24" each • East side of house →2 double hung 36" x 54" • Rear of House →3 double hung 28" x 54" →1 double hung 28" x 36" LEAD HAZARD ITEM: Lead Safe Work Practices must be used when disturbing painted surfaces on East side of house	4,500.00
8	Re-side dwelling with white 5" vinyl lap siding, new soffit/fascia trim, new gutters	8,800.00
9	Replace East entrance door	750.00
Other		
10	City permits	320.00
Total		\$ 18,570.00
Alternates		
1	Siding replacement and repair: • On portions of the dwelling with aluminum siding, re-side with 5" vinyl lap siding, new soffit/fascia trim, new gutters. • Re-paint vertical wood siding on West side of dwelling, and conduct minor repairs to vertical wood siding as needed. • Clean existing vinyl lap siding on Northwest side of dwelling, and conduct minor repairs to existing vinyl siding as needed.	9,000.00

Item G.2.p.

The East side of the home (682 sqft) is presumed to contain lead based paint; therefore certain items are noted where the disturbance of lead paint is expected. **ONLY PERSONS WHO HAVE BEEN TRAINED AND CERTIFIED MAY CONDUCT WORK FOR THE LINE ITEMS SPECIFIED.**

Lead safe work practices include but may not be limited to:

- Protecting occupants by informing them of times and locations of lead hazard reduction activities in advance of such work, so that special alternative housing arrangements can be made prior to safe lead clearance testing, if required.
- Preparing worksite by having all necessary material and labor to do the work in a safe, efficient manner that will not unnecessarily delay completion and clearance testing if required.
- Control and contain all paint chips, dust and residue by laying down tarps and completely sealing off affected rooms.
- Disposing of lead paint chips, dust and residue as required by landfill.





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: Iris Lehmann, Planner I
DATE: September 26, 2018
SUBJECT: Design and Site Plan review of property in the Central Business District Overlay

REQUEST: Design and Site Plan Review in the Central Business District

PETITIONER: Randolph Bryan

LOCATION: 419 Washington Street

PROPOSAL

The owner of the restaurant, Cottonwood Canyon, located at 419 Washington Street is proposing to build a new deck on the front of the building to provide additional outdoor seating and create higher visibility for the restaurant. The existing accessible ramp and the steps and stoop that lead to the front building entrance will remain, but a new wood deck will be extended from the ramp approximately 10 feet toward the street. See original and proposed façade images below.



Original



Proposed (not showing skirting or landscaping)

Item G.2.q.

BACKGROUND

All substantial improvements in the Central Business District, as defined in Section 29-168 - CBD, Central business district overlay, must be reviewed and approved by the Planning & Zoning Commission as well as City Council. The proposed changes to 419 Washington Street qualify as substantial improvements, since the area of the lot being used for restaurant space will be expanded and the exterior appearance of the structure will be modified.

419 Washington Street was originally built as a single family home in 1920. The house was repurposed into a commercial use in the 1990's. The current business, Cottonwood Canyon, first opened on December 15, 2016. The existing ramp that extends across the front of the building was installed to meet commercial ADA accessibility requirements.



← 421 Washington

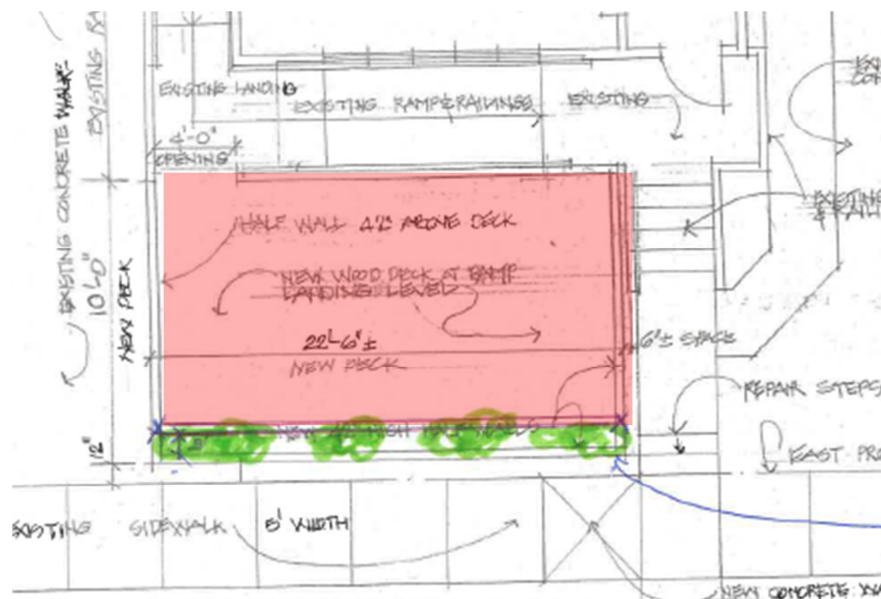
415 Washington →



ANALYSIS

419 Washington Street is located in the C-3, commercial district. The existing use as a restaurant conforms to the permitted uses within the C-3 district. Outdoor seating areas add vibrancy to the commercial district and are consistent with the goals of the overlay. Since the

proposal is an addition to a repurposed single family home located between two residential buildings, the outdoor service area should be designed in a manner that is complementary to the original design of the home and to the adjacent residential dwellings (shown in the photos on the previous page).



Amended Site Plan

The following is an evaluation of the overlay district’s design review requirements:

- 1. Proportion:** In typical residential fashion, the building that houses the restaurant and the two adjacent homes are setback from and elevated a few feet above the public sidewalk. The abutting dwellings both have front porches that provide semi-private outdoor space. The originally proposed 13 foot by 22.5 foot (292.5 square foot) deck would have extended right up to the front property line, about a foot away from the sidewalk. While the proposed deck is much larger than the existing front porches in the neighborhood, the utilization of this space as proposed would further optimize the property as a commercial use and sets this property apart from its neighboring residential units. Since access to the deck will be from the ramp, which is elevated several feet above the level of the public sidewalk, staff had concerns about how the new deck would interface with the public sidewalk. In addition, even with the C-3 zoning in place, both the property directly to the north and south of this lot are residential. To keep in character with the neighboring properties and with the repurposed residential structure of the restaurant, staff recommended that the deck be setback a minimum of three feet from the public sidewalk. This leaves sufficient room for a landscape buffer between the elevated deck and the public sidewalk. This will also maintain an attractive pedestrian environment along the public sidewalk and provide more of a transition between this commercial use and the neighboring residential uses. Staff has discussed this change with the applicant and he is agreeable to a 3-foot setback from the public sidewalk and to planting small shrubs between the deck and the sidewalk. This would decrease the deck to 225 sqft (10' x 22.5'). See amended site plan above. With these changes, staff finds that the criterion is met.
- 2. Roof shape, pitch and direction:** The building’s roof is not being altered; this criterion does

Item G.2.q.

not apply for this review.

3. **Pattern:** The applicant is not proposing to add or remove any openings to the building. This criterion is met.
4. **Materials and texture:** The applicant is proposing to build the deck with the same type of wood as the existing ramp that was constructed to meet ADA accessibility requirements. While a wood deck is not generally an acceptable material for the frontage of a downtown commercial building, it is consistent with material used for residential stoops and porches. Given that this residential building has been creatively re-purposed for a commercial use, staff finds that it is appropriate to allow a wood deck along the frontage of the property as long as it is designed in a manner that is complementary to the existing residential structure (see below for more on the design). This criterion is met.
5. **Color:** As the proposed is an expansion to the buildings use, current design standards are applied. As stated above, wood decks are not typical for storefront commercial buildings. The standards in the overlay state that any wood used on the façade must be painted. As this is a deck, staff is open to allowing opaquely stained wood in a color that is consistent with the existing building (so to appear painted). The applicant is agreeable to staining the deck and existing ramp in this fashion. To match the existing house he chose to stain the wood a Nutmeg Brown, see supplemental materials. The criterion is met.

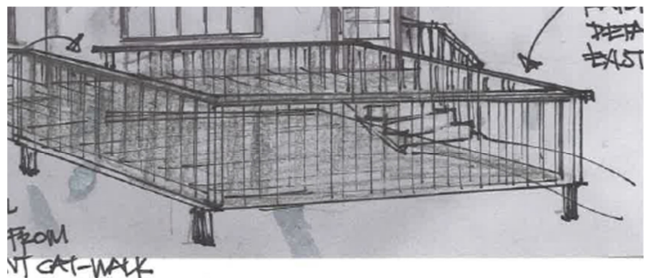
6. **Architectural features:** The proposed deck was designed to visually be an extension of the existing ramp. As proposed is an expansion to the use the building, current design standards are applied. This criterion requires that the design of the adjacent buildings be considered in review so that the proposed work is compatible with its surroundings. The neighboring residential units, see images on the previous page, both have front porches. For consistency the proposed deck should be designed to mirror a porch aesthetic.

The original drawing showed the posts of the deck exposed and area under the deck open. This will become a maintenance issue and an area for trash and leaves to collect. Screening this portion with typical porch skirting will both visually and functionally improve the proposal as well as be consistent with best practices for porches. In addition, the vertical boards (balusters) on the deck railing (balustrade) should connect to both a top rail and a bottom rail. It was difficult to tell if this is what



the
of

the



is proposed in the submitted drawing. Staff has discussed this issue with the applicant and he has agreed to add skirting to his deck and has submitted additional details for the balusters, see attached supplemental materials. With these amendments staff finds that the criterion is met.

7. **Exterior mural wall drawings, painted artwork, exterior painting:** not applicable.

8. **Signage:** The freestanding sign that is currently in the front yard will be moved to make room for the proposed deck. The sign will be relocated to the other side of the walkway, see image to the right. The proposed relocation of the sign meets city signage placement requirements. This criterion is met.



TECHNICAL COMMENTS

City Staff has reviewed the request to build a new deck on the front of 419 Washington Street and have the following additional comments:

- The liquor license for the business will need to be updated to include the area of the deck.

PLANNING & ZONING COMMISSION

Discussion/Vote 9/12/2018 Planner Lehmann presented the proposal to the Planning and Zoning Commission. She explained that city staff has been working with the petitioner, Randolph Brian, to create a plan that is appropriate for this location and he is willing to make necessary changes. Randolph Brian stated that he is comfortable with any adjustments to the deck. He also noted that the neighbors on either side are aware of the project and neither had objections. The Planning and Zoning Commission moved to recommended approval of the proposed project at 419 Washington Street subject to staff's stipulations:

- 1) The wood deck and the existing wood ramp and stoop structure must be painted or stained with an opaque color that is consistent with the color of the building.
- 2) Applicant modifies the size of the deck to ensure it is setback a minimum of 3 feet from the public sidewalk and provides a landscape plan including how shrubs for the area between the deck and the sidewalk.
- 3) Additional details are provided for the construction of the deck. Specifically the type of skirting and balustrade details.

STAFF RECOMMENDATION

The applicant has provided an updated site plan and additional supplemental materials. With these amendments, the Planning and Zoning Commission and the Community Development Department recommend approval of the submitted improvements to 419 Washington Street, subject to the following stipulation:

- The liquor license is amended to include the area of the new deck.

Attachments: Letter of Intent, updated site plan, deck design details

Letter of Intent

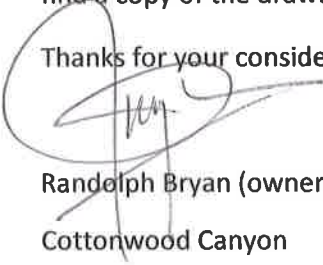
Cottonwood Canyon,
419 Washington Street,
Cedar Falls, Iowa. 50613

Dear Sir/Madame

Cottonwood Canyon "The House" located at 419 Washington Street, Cedar Falls proposes to build a deck as an addition to its existing front ramp. This will create higher visibility for Cottonwood Canyon. The Washington Street area compared to that of Main Street is not as vibrant commercially. The proposed deck will provide additional outdoor seating and will enhance our customers experience to the downtown Cedar Falls.

Cottonwood will use the same wood type deck board that was used on its existing ramp and side deck. This will allow for consistency and also maintain the existent house feel. Attached you will find a copy of the drawing of the deck plans.

Thanks for your consideration. If you have any questions you may use any of the contacts listed below.



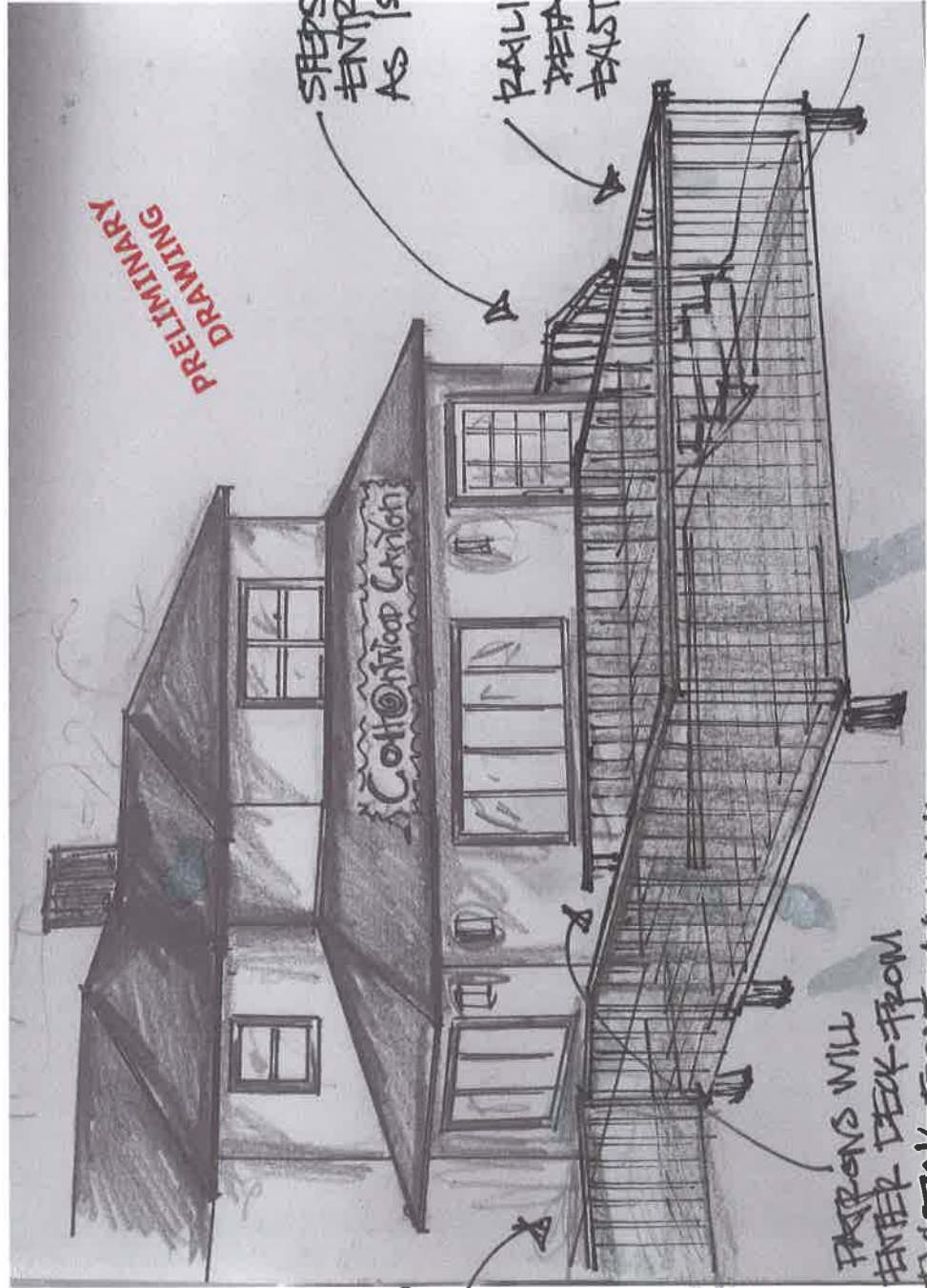
Randolph Bryan (owner)
Cottonwood Canyon

419 Washington Street,
Cedar Falls, Iowa 50613.

(319)493-9310

cottonwoodcoffee@gmail.com

DRAWING PROVIDED BY
Megan Hannam
Construction & Design



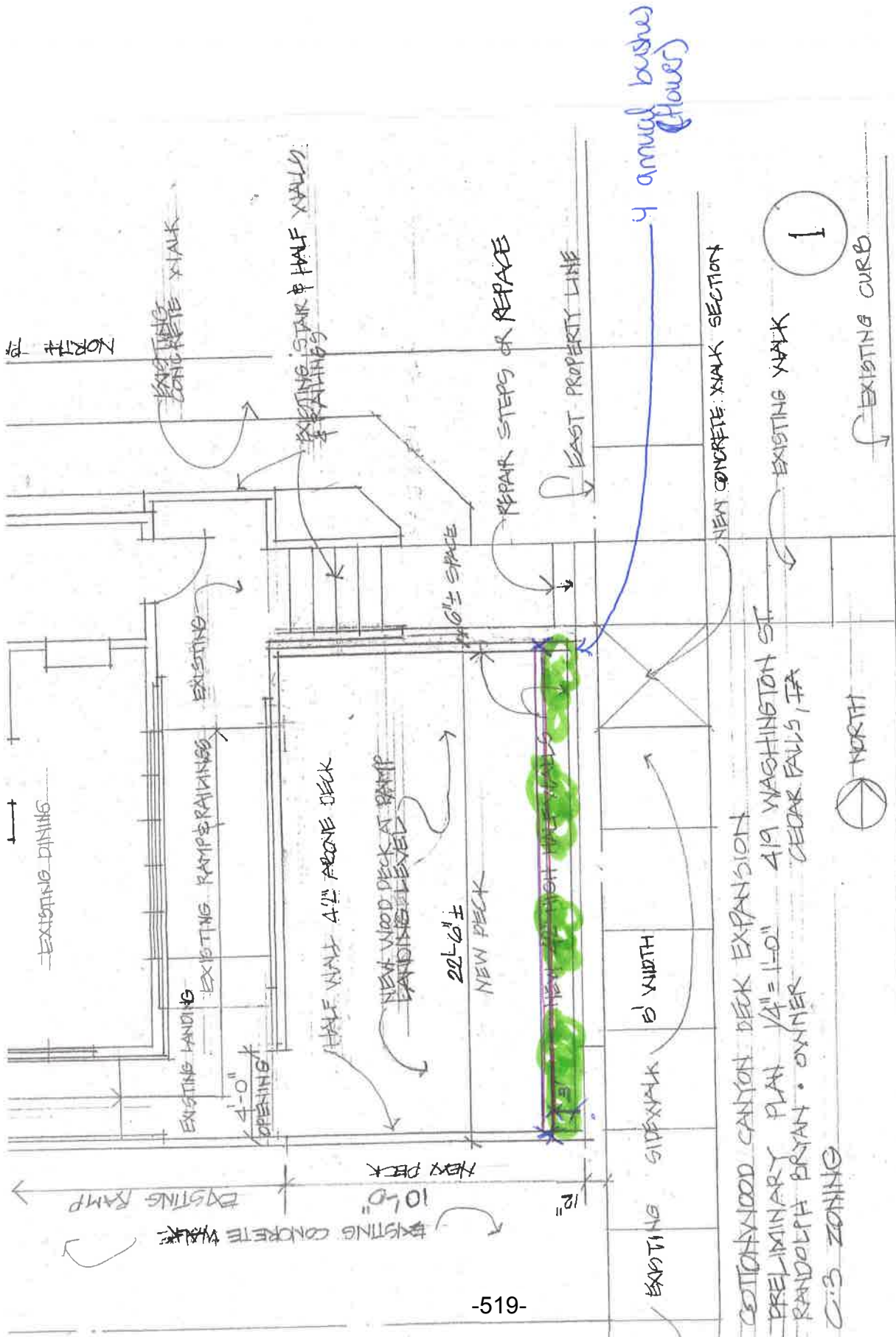
STEPS + ORIGINAL
ENTRY TO REMAIN
AS IS

RAILING + BALCONY
DETAIL WILL MATCH
EXISTING

RAMP TO
REMAIN
AS IS

RAMPONS WILL
ENTER DECK FROM
EXISTING FRONT CAT-WALK





4 annual bushes (flower)

1

COTTONWOOD CANYON DECK EXPANSION
 PRELIMINARY PLAN 1/4" = 1'-0"
 RANDOLPH BRYAN - OWNER
 CEDAR FALLS, IA
 C-3 ZONING



EXISTING CURB

NEW CONCRETE WALK SECTION

EXISTING WALK

EAST PROPERTY LINE

REPAIR STEPS OR REPAVE

6"± SPACE

20'± NEW DECK

NEW WALK 4"± ABOVE DECK

10'± NEW DECK

4'-0" OPENING

EXISTING HANDING

EXISTING RAMP & RAININGS

EXISTING

EXISTING CONCRETE WALK

EXISTING STAIR & RAININGS

NORTH

EXISTING DINING

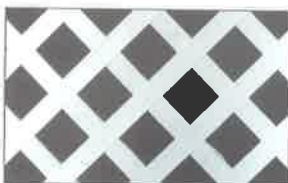
EXISTING SIDEWALK 6' WIDTH



SPICE BROWN
GS201

NUTMEG
GS202

WINTER WHEAT
GS200



Classic Diamond



Privacy Diamond

- Plastic lattice available in 4' x 8' sheets
- Customize with paintable lattice
- Ideal for deck skirting, privacy walls or other decorative projects



White

Almond

Khaki

Gray

Cedar

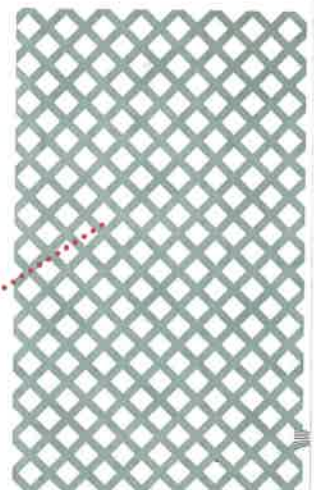
Redwood

Dark Walnut

Black

Dark Green

Paintable
4x8 only



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

INTEROFFICE MEMORANDUM
Administration Division

TO: Mayor Brown & City Council
FROM: Stephanie Houk Sheetz, Director of Community Development
DATE: September 26, 2018
SUBJECT: Memorandum of Agreement with the City of Waterloo for HOME/CDBG contract cost share

Federal regulations require that communities receiving federal funds from the U.S. Department of Housing and Urban Development (HUD) develop a Consolidated Plan and an Analysis of Impediments to Fair Housing every five years. The Consolidated Plan is HUD's attempt to streamline the application process for various federal funds and coordinate strategies of local organizations geared toward community development and housing. This requirement applies to both Community Development Block Grant funds and HOME funds the City receives as a part of the Waterloo-Cedar Falls HOME Consortium. The Five Year Consolidated Plan serves as the City of Cedar Falls FY2020-FY2024 (Federal Fiscal Years 2019-2023) Community Development Block Grant application and as the Waterloo-Cedar Falls HOME Consortium application. Since the CDBG Consolidated Annual Plan has the same requirements as the HOME Consolidated Plan, Cedar Falls is able to use the same Plan for both programs.

Cedar Falls will be contracting with INRCOG to complete the Five Year Consolidated Plan on Cedar Falls' behalf. Since the Five Year Consolidated Plan is required to meet the HOME Consortium requirements, Waterloo has agreed to contribute toward the cost. Attached is a proposed Memorandum of Understanding outlining Waterloo's contribution will be \$8,333 and paid directly to INRCOG, upon being invoiced. The remainder of the contract will be paid by Cedar Falls, totaling \$11,667.00.

The Community Development Department recommends that City Council adopt a resolution approving the Memorandum of Understanding with the City of Waterloo. The Waterloo City Council is considering the same MOU at their October 1, 2018 meeting.

If you have any questions, please contact me.

xc: Karen Howard, Planning & Community Services Manager

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is between the City of Cedar Falls, Iowa hereinafter referred to as **Cedar Falls**, and the City of Waterloo, Iowa hereinafter referred to as **Waterloo**.

WHEREAS, a 5-Year Consolidated Action Plan is required by the US Department of Housing and Urban Development, hereinafter referred to as **HUD**, in order to maintain the Cedar Falls-Waterloo HOME consortium, and

WHEREAS, Cedar Falls and Waterloo desire to continue under the HOME consortium for the purpose of expanding the supply of decent, safe, sanitary and affordable housing for low and moderate-income residents, and

WHEREAS, both Cedar Falls and Waterloo each must have a 5-Year Consolidated Action Plan to comply with both HOME and Community Development Block Grant (CDBG) requirements, and

WHEREAS, a 5-Year Consolidated Action Plan also benefits Cedar Falls' Housing Choice Voucher Program (Section 8), and

WHEREAS, Cedar Falls is entering into an agreement with Iowa Northland Regional Council of Governments (INRCOG) to complete its 5 -Year Consolidated Action Plan and fulfill requirements stated above, and

WHEREAS, the HOME Consortium is a beneficiary of Cedar Falls' 5 -Year Consolidated Action Plan and Administrative funds for the program can contribute toward the costs of developing required program elements.

NOW THEREFORE, Cedar Falls and Waterloo agree as follows:

1. The total contract with INRCOG to complete the project is \$20,000.
2. Cedar Falls will pay \$11,667.00 to INRCOG, proportioned as follows:
 - a. One-third of the Needs Assessment and Market Analysis through Section 8 (Administrative) funds, calculated to be \$3,334.
 - b. Fifty percent of the remaining project cost through Cedar Falls CDBG Entitlement (Administrative) funds, calculated to be \$8,333.
3. Waterloo will pay \$8,333.00 directly to INRCOG. (50% of the remaining project cost, after Cedar Falls Section 8 funds are allocated per 2a above.)
4. Payment shall be due upon receiving an invoice.

Item G.2.r.

City of Waterloo, Iowa

BY:

Quentin Hart, Mayor

ATTEST:

Kelley Felchle, City Clerk

City of Cedar Falls, Iowa

BY:

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, 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 & City Council
FROM: Stephanie Houk Sheetz, Director of Community Development
DATE: September 26, 2018
SUBJECT: City of Cedar Falls FFY19-23 Community Development Block Grant and HOME Consortium Consolidated Plan and Analysis of Impediments to Fair Housing

Federal regulations require that communities receiving federal funds from the U.S. Department of Housing and Urban Development (HUD) develop a Consolidated Plan and an Analysis of Impediments to Fair Housing every five years. The Consolidated Plan is HUD's attempt to streamline the application process for various federal funds and coordinate strategies of local organizations geared toward community development and housing. This requirement applies to both Community Development Block Grant funds and HOME funds the City receives as a part of the Waterloo-Cedar Falls HOME Consortium. The Five Year Consolidated Plan serves as the City of Cedar Falls FY2020-FY2024 (Federal Fiscal Years 2019-2023) Community Development Block Grant application and as the Waterloo-Cedar Falls HOME Consortium application. Since the CDBG Consolidated Annual Plan has the same requirements as the HOME Consolidated Plan, Cedar Falls is able to use the same Plan for both programs.

In June, the City distributed a Request for Proposals to 12 firms. Two firms submitted proposals: INRCOG (in collaboration with the Institute for Decision Making and City of Waterloo) for a total of \$20,000 and Mullin and Lonergan Associates (\$33,275). Staff recommends INRCOG because they are local, it is a lower cost, and they have experience working in CDBG and HOME programs.

Since the Five Year Consolidated Plan is required to meet the HOME Consortium requirements, Waterloo has agreed to pay \$8,333 and Cedar Falls will cover \$11,667.00 of the contract utilizing Housing Choice Voucher and Community Development Block Grant funds.

The Community Development Department recommends City Council adopt a resolution approving and authorizing execution of a contract with INRCOG to complete the Five Year Consolidated Plan and Analysis of Impediments to Fair Housing for FFY19-23 (City FY20-24).

If you have any questions, please contact me.

xc: Karen Howard, Planning & Community Services Manager

Item G.2.s.



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

**CDBG Entitlement Program: Five-Year Consolidated Plan Update
(FFY 2019-2023)
Cedar Falls, Iowa
City Project Number BL-000-3170**

This Agreement is made and entered by and between the Iowa Northland Regional Council of Governments (INRCOG), 229 East Park Avenue, Waterloo, Iowa 50703, 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 grant administrative standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost

estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto

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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 three 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 a not-to-exceed basis in accordance with agency fees and other direct expenses in effect at the time the services are performed. The total cost for services provided under this agreement is \$20,000 and is broken-down into the following elements: public participation and consultation shall not exceed \$8,500; needs assessment and market analysis shall not exceed \$10,000; and formal public input, adoption, and submittal expenses shall not exceed \$1,500. However, the City of Cedar Falls shall only be responsible for \$11,667 of the total cost, as the City of Waterloo is providing \$8,333, under a separate Memorandum of Understanding, directly to INRCOG for a portion of the services outlined in this agreement.

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) Bid documents, specifications, final project specific calculations, plans, reports, 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 benefiting the CDBG Entitlement Program. 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 original documents and the electronic files, the original documents will govern.

IX. MEANS AND METHODS

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

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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: Kevin Blanshan

Title: Mayor of Cedar Falls

Title: INRCOG Executive Director

Date: _____

Date: _____

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CDBG Entitlement Program: Consolidated Plan Update
Cedar Falls, Iowa
City Project No. BL-000-3170

Exhibit A

**CDBG Entitlement Program: Five-Year Consolidated Plan Update
(FFY 2019-2023)
Cedar Falls, Iowa
City Project Number BL-000-3170**

INRCOG Request for Proposals Response is Attached and Integrated in to Exhibit A.

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CDBG Entitlement Program: Consolidated Plan Update
Cedar Falls, Iowa
City Project No. BL-000-3170

PROPOSAL:

Professional Services
for the
City of Cedar Falls, Iowa

Community Development Block
Grant (CDBG) Entitlement Program

FFY 2019-2023
Five-Year Consolidated Plan
and
FFY 2019 Annual Action Plan

Submitted by:

Iowa Northland Regional
Council of Governments
229 E. Park Ave.
Waterloo, IA 50703
319.235.0311



INRCOG

Iowa Northland Regional
Council of Governments

PROPOSAL
FIVE-YEAR CONSOLIDATED PLAN AND FEDERAL FISCAL YEAR 2019 ANNUAL ACTION PLAN
CITY OF CEDAR FALLS, IOWA

OVERVIEW

In response to a June 5, 2018, Request for Proposals, the Iowa Northland Regional Council of Governments (INRCOG), in partnership with the City of Waterloo’s Community Development Department and the University of Northern Iowa’s Institute for Decision Making (IDM), is proposing to develop the City of Cedar Falls’ elements of the Five-Year Consolidated Plan (Federal Fiscal Years 2019-2023) and Federal Fiscal Year 2019 Annual Action Plan, as may be required and funded through the Community Development Block Grant (CDBG) Entitlement Program and governed by the US Department of Housing and Urban Development. **INRCOG will serve as the lead agency for this proposal as well as implementation thereof, should our proposal be chosen and a subsequent contract executed.**

STATEMENT OF QUALIFICATIONS

CONSOLIDATED PLAN AND PUBLIC INPUT EXPERIENCE

Iowa Northland Regional Council of Governments (Project Lead)

INRCOG is a public agency created under Chapter 28E of the Iowa Code and serves a six-county area. The City of Cedar Falls is a member in good standing and our staff has built a solid relationship with the City’s staff. INRCOG is located in close proximity to Cedar Falls and is very familiar with the community including its infrastructure, services, and its elected and appointed officials.

Our agency is proud of the working relationships that have been built with numerous federal and state departments, as we have administered numerous programs on behalf of our local government members. Included amongst those agencies are the US Department of Commerce, Economic Development Administration; US Department of Agriculture; Federal Highway and Federal Transit Administrations; Federal Emergency Management Agency; Iowa Economic Development Authority; Iowa Department of Transportation; Iowa Department of Natural Resources; Iowa Homeland Security and Emergency Management; and the Iowa Finance Authority. INRCOG also provides staff and oversight for several regional bodies including the Black Hawk County Metropolitan Transportation Organization; Regional Transportation Authority; Regional Transit Commission; Regional Economic Development Commission; and Regional Housing Council. Further, our agency has acted as the procurement and fiscal agent for multi-county emergency management regions. Through our work, our agency has developed relationships with several non-profit organizations, including administration of housing-related grants which involves working directly with several entities such as The Salvation Army, Iowa Heartland Habitat for Humanity, Cedar Valley Friends of the Family, Operation Threshold, Exceptional Persons, Inc., Northeast Iowa Area Agency on Aging, Northeast Iowa Community Action Corporation, Community Based Services, and House of Hope.

City of Waterloo-Community Development Department

The Waterloo Community Development Department has over 40 years of successful grant administration. Specifically, the Department has administered Community Development Block Grant (CDBG) funds since 1976 and the HOME Investment Partnership Program since 1995. In the last five years, the Department has administered over \$5,755,317 in CDBG funds and \$4,146,012 in HOME funds. Waterloo Community Development has also recently worked with state and federal funds from the 2008 Flood Disaster Recovery efforts and also with the Neighborhood Stabilization Program. Most recently, the Department was awarded a Lead-Based Paint Hazard Control Program through HUD.



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The Department's mission has been to use federally-funded programs and grants to develop a viable community by assisting in providing safe and sanitary housing; supporting and expanding economic development opportunities that grow into employment opportunities; continuing to address and prevent slum and blight; and pursuing any other potential opportunities that may assist the community. In order to support the mission, Waterloo Community Development works closely with local officials and agencies within the Cedar Valley to provide assistance with the dispersal and utilization of HUD funds. The Department also works to identify long-term needs and issues that may affect the community. Specifically, the Department has fostered relationships with agencies including The Salvation Army, Iowa Heartland Habitat for Humanity, Operation Threshold, Northeast Iowa Area Agency on Aging, and a variety of similar organizations.

The Institute for Decision Making

The Institute for Decision Making is the economic and community development outreach unit of Business and Community Services at the University of Northern Iowa. Since 1987, IDM has been a trusted partner and resource for over 800 economic and community development organizations in Iowa and beyond. IDM services include tailored, innovative, and consensus-based communitywide and organizational planning; community and economic development-focused technical assistance; applied research; and training to Iowans concerned about their community's economic vitality. IDM's applied research and input-based focus provides communities, non-profits and economic development groups with valuable insights to help them base their decisions, planning, and actions on good information, expertly communicated for practical applications in community and economic development.

Project Approach

INRCOG and its partners have extensive planning, public input, and CDBG/HOME management experience, as administered by the US Department of Housing and Urban Development. Specifically, all three partners will be involved in the process to varying degrees. INRCOG will coordinate the overall project. Relying on its public engagement and research experience, IDM will conduct the Public Participation and Consultation Element. For obvious reasons, the other partners will attend and participate in the process. INRCOG will collect and assemble the Needs Assessment and Market Analysis Element and develop the Strategic Plan and first year Annual Action Plan. The information generated throughout the process will then be provided to the City of Waterloo who will be responsible for the format and framework of the Consolidated Plan itself and include both jurisdictions' needs.

Currently, INRCOG is preparing Consolidated Plan amendments and Annual Action Plans for the City of Cedar Falls. In addition, the City of Waterloo has developed Consolidated and Annual Action Plans for their CDBG Entitlement and HOME Programs for decades. As a result, both entities have a keen awareness of the associated regulations and requirements of the programs. Specifically, our team will utilize HUD Checklists for developing both the Consolidated and Annual Action Plans.

The partners in this proposal are carrying a number of projects at various stages of completion, and the team is accustomed to managing multiple important projects at one time. To ensure that the proposed Plans and processes are completed in a timely fashion, a detailed timeline has been included in this document. Further, we would propose monthly meetings between the City and the partners to discuss progress and upcoming milestones. Finally, because our team understands that funding for the City's Entitlement Program is directly tied to completion of these documents, it is imperative that the rigid deadlines established by HUD be met. Our partners fully recognize that the Entitlement Funds provide services and offer funding for housing improvements that Cedar Falls residents rely upon. To that end, our team is committed to providing a quality planning product and experience that satisfies not only the HUD requirements but meets the City's expectations.

As the Public Participation and Consultation element states, we will strive to build consensus around the housing and community development initiatives and concepts identified during the planning process. Our team will research and identify unique approaches to implementing the City's goals for this program which will then be introduced to participants during the public participation effort. Our proposal includes a robust input process that includes face-to-face opportunities and an online survey. Finally, our project will adhere to the current June 2009 Citizen Participation Plan, using it as a guide for the formal public input and adoption processes expected at the end of the timeframe outlined in this proposal.

 PRIMARY STAFF MEMBERS

The primary contacts for this proposal and program are

- **INRCOG (Project Lead):** Brian Schoon, AICP, Director of Development (bschoon@inrcog.org);
- **City of Waterloo:** Rudy Jones, Community Development Director (rudy.jones@waterloo-ia.org); Angie Fordyce, CDBG and HOME Coordinator (angie.fordyce@waterloo-ia.org); Maggie Heretakis, Community Development Project Specialist (maggie.heretakis@waterloo-ia.org)
- **IDM:** Drew Conrad, IDM Director (andrew.conrad@uni.edu); Karla Organist, Program Manager (karla.organist@uni.edu); and Cindy Angel, Research Manager (cindy.angel@uni.edu).

Brian Schoon, AICP, a member of the American Institute of Certified Planners, has been employed by INRCOG since September 1991 and is currently serving as the Director of Development. His responsibilities include supervision, project administration, budget oversight, and planning functions associated with INRCOG's housing, planning, and economic development efforts, including numerous CDBG projects funded by the Iowa Economic Development Authority (IEDA). Schoon also oversees the Iowa Northland Regional Housing Council and its local Housing Trust Fund and staffs the Waterloo Housing Trust Fund and its financial programs. He is currently providing planning services to the City of Cedar Falls, including updating the Consolidated and Annual Action Plans related to its current HUD CDBG Entitlement Program. Schoon has a Bachelors' degree in Landscape Design from South Dakota State University and a Masters' degree in Community and Regional Planning from Iowa State University.

Rudy Jones brings extensive experience, having worked as Waterloo's Community Development Director since 2002. Jones has worked on developing and establishing policies and programs related to community development, housing issues, neighborhood renewal, and the implementation of Community Development Block Grants and the HOME Investment Partnership Program. Jones has also provided assistance with grant applications, including the Lead-based Paint Hazard Control and Lead Hazard Reduction grant, along with their implementation. Jones assisted with the successful completion of the 2008 Flood Disaster Recovery efforts and the Neighborhood Stabilization Program 3, with both programs providing housing project redevelopments. Jones is active in the community and a member of multiple foundations as a board member, including the Community Foundation of Northeast Iowa, the Otto Schoitz Foundation, and the Waterloo Housing Trust Fund. Jones received his Bachelors' degree in Business Administration-Management from North Carolina Agricultural & Technical State University.

Angie Fordyce has been employed with the Waterloo Community Development since September 2017. Fordyce administers the Community Development Block Grant Program and the HOME Investment Partnership Program. Fordyce also prepares grant applications and sub-recipient agreements and monitors those activities. Fordyce assists with the coordination of planning, acquisition, relocation, housing rehabilitation, demolition, and other such activities within Waterloo, in addition to acting as a liaison with Federal, State, and other government agencies and organizations. Fordyce has fourteen years of housing experience, with previous experience administrating the Cedar Falls Housing Choice Voucher Program and the Community Development Block Grant Program, reporting the Annual Action Plan, and preparing the CAPER as required by HUD. Fordyce has experience with the Evansdale Municipal Housing Authority, administrating the city's Section 8 and Public Housing Programs in addition to other work for the municipality. Fordyce has extensive licenses and certificates and is trained in the use of many of the HUD Online Systems, including EIV, PIC, IDIS, SPEARS, LOCCS, and HHGMS. Fordyce has completed degrees from Hawkeye Community College in Accounting and followed with additional degrees in Finance and Banking.

Maggie Heretakis has been employed with the Waterloo Community Development department since August of 2017. Her current responsibilities include preparing Waterloo's Analysis of Impediments and assisting with preparing Waterloo's 5-Year Consolidated Plan, in addition to other daily activities. Currently Heretakis is a member of the Waterloo Housing Trust Fund, attends the Black Hawk County Local Homeless Coordinating Board, and the Walnut Neighborhood Coalition meetings. Heretakis comes to Waterloo from Lebanon, New Hampshire where she worked as a City Planner, reviewing site development and subdivision applications, as well as assisting the Heritage Commission and the Pedestrian and Bicyclist Advisory Committee, and was a member of the Upper Valley Transportation Management Association. Heretakis assisted with the management of Safe Routes to School Grants awarded by the NH DOT, including meeting with firms, preparing bids, and running community meetings. Heretakis worked with the Planning Office organizing public meetings to gather community input on various city projects.

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Heretakis graduated with a Bachelors' degree in Geography and Russian Language from Middlebury College and attended the University of Kansas for a Masters' degree in Geography.

Drew Conrad, CECD, CERP, EGc(MR) is Director of the Institute for Decision Making, the community and economic development outreach program within Business and Community Services at the University of Northern Iowa. He has over 25 years of experience in facilitating strategic planning and regional economic research in communities and local and regional economic development organizations. He designs, delivers, and provides follow-up support for economic development services including strategic and short-term planning, community assessments, workforce assessments, cluster analysis and target industry analysis and other applied research projects. Drew has worked on collaborative projects with Iowa Workforce Development, Iowa economic Development Authority, the U.S. Economic Development Administration, the Center for Regional Economic Competitiveness and the Council for Community and Economic Research (C2ER). Drew is a Certified Economic Developer (CEcD), a Certified Economic Research Professional (CERP) and holds an Economic Gardening Professional Certification in Market Research (EGc(MR)). Drew is a graduate of the Economic Development Institute and has earned a BA in American History/Pre-Law and a Masters' degree in Public Policy (MPP).

Karla Organist is a Program Manager for the Institute for Decision Making (IDM) at the University of Northern Iowa. In her role as program manager, she assists communities and economic development organizations with strategic planning and programming needs. Prior to joining IDM, Karla worked for a Council of Governments representing a five-county area in Northeast Iowa where she served as the economic development coordinator for Fayette County and as senior planner for the entire service area. Karla was responsible for all aspects of economic development for the county and its 11 communities, including business attraction, retention and expansion, entrepreneurial development, community development, and workforce development. As a senior planner, Karla led numerous community and stakeholder engagement meetings, and facilitated the completion of several plans and studies, including comprehensive plans, housing studies, hazard mitigation plans, and transportation plans. Karla has additional work experience as a business consultant and financial trainer for childcare businesses, entrepreneurial experience as a small business owner, and has worked in mortgage banking and elementary school teaching. Karla holds a Bachelor of Arts in Elementary Education from Luther College and Master's Degree in Community Development from Iowa State University.

Cindy Angel is a Research Manager for the Institute for Decision Making. She is responsible for completing a variety of primary and secondary community and economic development research projects including Target Industry Analysis studies, economic impact analysis reports, community assessments, cluster analysis studies, demographic profiles, community metrics reports, and the Iowa Business Council's Competitive Index. She also coordinates data collection for the state of Iowa for the Location One Information system (LOIS). As a part of some of these projects, Cindy conducts focus groups and interviews stakeholders to gather qualitative data. Cindy holds a BA in Marketing and Master's in Business Administration (MBA), is a Certified Economic Research Professional (CERP), a Certified Market Research Specialist in Economic Gardening (EGc(MR)) and teaches marketing courses in UNI's College of Business Administration.

DETAILED PROJECT APPROACH AND WORK PLAN ELEMENTS

A. PUBLIC PARTICIPATION AND CONSULTATION

The process for public participation will be designed to encourage and maximize public participation in the development of a new 5-Year Consolidated Plan and FFY2020 Annual Action Plan for the City of Cedar Falls. The process will place an emphasis on encouraging participation by residents of public and assisted housing developments, low income residents of targeted revitalization areas, partner agencies, and other appropriate organizations including businesses, developers, community-based organizations and faith-based organizations. The process will be designed to ensure meaningful participation by persons with disabilities and non-English speaking residents of Cedar Falls. A variety of public involvement techniques and approaches will be utilized to gather citizen and stakeholder input including focus groups, a web-based survey, and public meetings. The consulting team will

work with City staff to ensure the public participation process complies with the City’s Citizen Participation Plan and the Code of Federal Regulations (24 CFR 91).

Task A1: Finalizing the Process for Public Participation

Timeline: September 2018

The consulting team will meet with City staff and the Housing Commission to finalize the appropriate strategies, activities, and timelines for the public participation process. These discussions will help ensure the appropriate target audiences are identified, that useful input will be obtained to support the development of a new consolidated plan, and the input process is completed in an appropriate timeframe. The discussions will also help ensure the appropriate timing for the required public comment periods and public hearings. A plan will be developed that outlines key actions, dates, and assignment of responsibility.

Deliverable: Public Participation Process timeline and action plan.

Task A2: Gathering input from Agencies and Related Stakeholders

Timeline: September – October 2018

The consulting team will work with City staff and the Housing Commission to finalize the list of local public agencies, nonprofit organizations and other appropriate stakeholders that should be invited to participate in focus group sessions and, if necessary, individual interviews. They will also determine the appropriate locations and dates/times for the focus group sessions. Invitations will be extended to the identified groups.

The focus group session design will be developed by the consulting team with input from City staff and the Housing Commission. The purpose of the sessions is to identify current trends and issues impacting the participating organizations and the community, and to gain insight into the agencies’ and nonprofits’ organizational priorities. The focus group sessions will be facilitated by the consulting team with City staff participating where appropriate. If a key stakeholder is not able to participate in the focus group sessions, an individual interview will be scheduled. The consulting team will also meet with City staff to discuss current trends and issues and their organizational priorities. Input received during the focus group sessions and interviews will be documented and summarized by the consulting team.

Deliverable: Focus Group Sessions Summary Report.

Task A3: Gathering input from Residents and Organizations in the Broader Community

Timeline: September – October 2018

A web-based survey will be utilized to gather input from Cedar Falls residents and organizations in the broader community such as businesses, developers, community-based organizations, and faith-based organizations. The consulting team will develop the survey instrument with input from City staff and the Housing Commission. Where necessary, alternative survey options (i.e. paper survey) will be developed to accommodate persons with disabilities and non-English speaking residents.

Appropriate marketing strategies will be developed to encourage participation by residents of public and assisted housing developments and low- and moderate-income residents of targeted revitalization areas. Potential strategies include using social media, collaborating with local organizations serving target audiences, public service announcements, newspaper articles, organizational newsletters, and the City’s existing communication channels to residents and businesses.

The consulting team will administer the implementation of the survey. Once the survey is closed, the team will organize and analyze the survey data and develop a survey summary report.

Deliverable: Survey Summary Report.

Task A4: Public Comment Process

Timeline: September 2018 – April 2019

The consulting team will work with City staff and the Housing Commission to schedule, promote, and implement the required public comment periods and public hearings for the consolidated plan process. Formal, required public input is outlined in element “D” of this proposal.

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B. NEEDS ASSESSMENT AND MARKET ANALYSIS

The following tasks and milestones will be completed as part of the needs and market assessments.

Task B1: Data Collection and Sources

Timeline: September 2018 – Conclusion of the Project

From the beginning of the project, the team will be collecting and assembling housing data specific to the City of Cedar Falls. Our product will use and analyze public and private sector data relative to housing. In addition to what is available from public sources such as HUD, Census, American Community Survey, and the City, the team will request Multiple Listing Service (MLS) information either through their online systems or from a subscribing member of the organization.

Task B2: Assembling Information

Timeline: September – December 2018

As part of providing information that will be included in the Consolidated Plan, the data and supporting technical documentation shall be user-friendly and presented in a format that can be uploaded to the Integrated Disbursement and Information System (IDIS). This proposal anticipates providing the following:

- City Demographic Analysis, including population and housing projections
- Economic Analysis
- Housing Market Analysis (Owner and Rental Occupied Units)
 - Supply
 - Demand
 - Condition
 - Cost and Affordability
- Housing needs will be measured using local input and federal guidance (24 CFR 91.205)
- Housing market analysis will be completed per 24 CFR 91.210
- Analysis of impediments to fair housing choice

Task B3: Integration of Information into the Consolidated Plan

Timeline: October – December 2018

As elements of the needs assessment and market analysis are completed, they will be provided to the City of Waterloo for integration into Consolidated Plan.

C. STRATEGIC PLAN AND FIRST YEAR (FFY 2020) ANNUAL ACTION PLAN

Task C1: Develop Strategic Plan (5-Year)

Timeline: October – December 2018

Using information garnered from public input, staff guidance, and analyzed data, a 5-Year Strategic Plan for the City, relative to housing and the CDBG Entitlement Program, will be drafted. Within the Strategic Plan, goals, objectives, and action steps will be developed that are tailored to the community. In addition to housing supply, demand, needs, and programs, the plan will address homelessness in the community. This effort will be consistent with 24 CFR 91.215 and 91.220.

As directed by the City, our team will look at new or innovative programs and uses for the CDBG Entitlement funds. This will include, but not limited to infrastructure improvements, transportation equity, Housing Voucher Programs, addressing severely deteriorated and dilapidated housing, sidewalk infill, and utility program expansions.

Task C2: Develop Federal Fiscal Year 2019 Annual Action Plan (AAP)

Timeline: December 2018 – January 2019

From the Strategic Planning process, our representatives will work with City staff and the Housing Commission to identify first year priority projects that can be included in the Federal Fiscal Year 2019 Annual Action Plan. The US Department of Housing and Urban Development (HUD) Entitlement Action Plan (AAP) Checklist will be used to ensure that necessary elements are included in the AAP. Our team will also complete the necessary submission form(s) (SF 424 and SF 424D) and provide them, along with the adopted AAP, to the City for uploading into the Integrated Disbursement and Information System (IDIS). The uploading process will be accomplished by the City, through their access account.

Task C3: Integration into the Consolidated Plan

Timeline: Ongoing

As the Strategic Plan is developed, elements will be integrated into the framework of the Consolidated Plan. Similar to the FFY 2019 Annual Action Plan discussed in the prior task, the draft Plan will follow the US Department of Housing and Urban Development’s (HUD) Entitlement Consolidated Plan Checklist.

D. FORMAL PUBLIC INPUT, ADOPTION, SUBMITTAL PROCESS (CONSOLIDATED AND ANNUAL ACTION PLANS)

Task D1: Citizen Participation Process (Outlined by the City’s Participation Plan)

Timeline: February – April 2019

- Housing Commission Meetings. In addition to the Public Participation and Consultation Process (Element A above), Commission meetings will offer an opportunity for the public to provide input into the planning process. A minimum of two Commission meetings will be used to mark the formal public input process required by the City’s Public Participation Plan, as outlined below:
 - o Meeting #1: Beginning of the required 30-Day Comment Period (Notice to the Public is Advertised Prior to 30-Day Comment Period)
 - o Meeting #2: Closure of the required 30-Day Comment Period
 - o Meeting #2: Recommendation of the draft Plans to City Council
- City Council Meetings. As the policymaking body, the City Council will be asked to conduct a formal public hearing prior to consideration of the documents. Necessary Council actions will require a minimum of two meetings, one to set the public hearing and resolution and a second to conduct the hearing and formally consider the resolution, as indicated below.
 - o Meeting #1: Setting the Public Hearing on the Draft Plans (Notice to the Public is Advertised Prior to the Council Public Hearing)
 - o Meeting #2: Conducting the Public Hearing (At the subsequent City Council Meeting)
 - o Meeting #2: Adopting each Plan by Resolution

Task D2: Integration of both Plans into IDIS

Timeline: April – May 2019

- City Staff will upload the Plans into the Integrated Disbursement and Information System (IDIS)

Task D3: Project Conclusion

Timeline: May 2019

- Contract closure

Item G.2.s.

DETAILED PROJECT SCHEDULE

Work under this proposal would begin upon selection of our proposal by the City, which is anticipated to be August 6, 2018, with executing an agreement. Completion would be on or about May 16, 2019, with submittal of the Consolidated and Annual Action Plans to HUD. A detailed timeline is presented below.

Consultant Selection	8/6/18
Contract Execution.....	8/20/18
Project Begins.....	9/1/18
Meet with Cedar Falls Housing Commission	9/11/18
Resident household survey.....	9/15/18 – 10/15/18
Agencies and Stakeholders Meetings	9/15/18 – 10/15/18
Development of Draft Plan.....	10/16/18 – 12/31/18
Initial Draft Presented to City Staff and Housing Commission	1/8/19
Final Draft Completion.....	1/31/19
Publish Legal Notice for Beginning of 30-day comment period	2/4/19
Public Comment Period Begins (Coincides with Housing Commission Meeting).....	2/12/19
Public Comment Period Ends (Coincides with Housing Commission Meeting).....	3/12/19
Housing Commission Recommendation is Made to City Council.....	3/12/19
City Council Sets its Public Hearing	4/1/19
City Council Public Hearing held and Adoption of the Consolidated and Annual Action Plans.....	4/15/19
Integrate Consolidated and Annual Action Plans into IDIS.....	4/16/19 – 5/10/19
Project Completion or Closeout	5/16/19

BUDGET

Included under separate cover.

DELIVERABLES

- Original, final Consolidated and Annual Action Plans, formatted in MS Word, will be provided to the City
- Each Plan, draft and final, will also be provided to the City in Adobe Portable Document Format (PDF)
- The City is to provide “other” planning documents to our team, including LMI-mapped areas, Comprehensive Plan, prior HUD plans, data, and requested IDIS-generated maps

PROJECT REVIEW

Once the project is complete, the City, INRCOG, and its partners will meet to review performance with regard to the services provided to the City.

REFERENCES

Our team is proud to offer the following references regarding our performance managing prior projects. All three partners in this proposal have standing, professional relationships with these references and we are confident you will find them in order. The City is welcome to contact any of references listed below.

US Department of Commerce, Economic Development Administration
Ms. Cindy Edwards, PE, Area Director
Denver Regional Office
1244 Speer Boulevard, Suite 431
Denver, Colorado 80204
(303) 844-5360
cedwards@eda.gov

Iowa Economic Development Authority
Ms. Nichole Hansen, Community Investments Team Leader
200 East Grand Avenue
Des Moines, Iowa 50309
(515) 348-6215
nichole.hansen@iowaEDA.com

Salvation Army of Waterloo and Cedar Falls
Ms. Grace Fee, MPA, Social Ministries Coordinator
89 Franklin Street
Waterloo, Iowa 50703
(319) 235-9358
grace_fee@usc.salvationarmy.org

RESUMES

Iowa Northland Regional Council of Governments (INRCOG) (Project Lead)

- Brian Schoon

City of Waterloo:

- Rudy Jones
- Angie Fordyce
- Maggie Heretakis

University of Northern Iowa, Institute for Decision Making:

- Andrew Conrad
- Karla Organist
- Cindy Angel



Item G.2.s.

BUDGET

INRCOG and IDM are prepared to offer public input and planning services at a cost not to exceed \$20,000 for the proposed grant program, as outlined below.

- A. Public Participation and Consultation (\$8,500) (IDM)
- B. Needs Assessment and Market Analysis (\$10,000) (INRCOG)
- C. Strategic Plan and First Year (FFY 2019) Annual Action Plan (\$0) (include in existing INRCOG contract)
- D. Formal Public Input, Adoption, and Submittal Processes (\$1,500) (INRCOG)

If accepted by the City, INRCOG, on behalf of its partners, is willing to negotiate a contract utilizing the City's standard agreement template. Insurance requirements, as outlined and stipulated by the City, can be met.

INRCOG will provide monthly invoices to the City for services provided by our team members. Allowable expenses will include staff time and benefits, travel time and expenses, recording, mailing, and other ancillary expenses associated with administering the proposed program. Services covered by the agreement will be assigned an individual, unique program number through which expenses will be tracked and monitored within INRCOG's monthly financial reports and annual independent audit. INRCOG shall make all financial records available to the City upon request.



COST PROPOSAL:
Professional Services for the City of Cedar Falls, Iowa
Community Development Block Grant (CDBG) Entitlement Program
FFY 2019-2023 Five-Year Consolidated Plan and FFY 2020 Annual Action Plan

Exhibit B

**CDBG Entitlement Program: Five-Year Consolidated Plan Update
(FFY 2019-2023)
Cedar Falls, Iowa
City Project Number BL-000-3170**

Original 12/13/11
Revision 01/31/2017

**INSURANCE REQUIREMENTS FOR
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub-contractors who perform work or services pursuant to the provisions of this contract.

Item G.2.s.

CDBG Entitlement Program: Consolidated Plan Update

Cedar Falls, Iowa

City Project No. BL-000-3170

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.

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Cedar Falls, Iowa
City Project No. BL-000-3170

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Automobile: *(Combined Single Limit)* \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella: \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions: \$1,000,000

**CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;

- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:

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CDBG Entitlement Program: Consolidated Plan Update
Cedar Falls, Iowa
City Project No. BL-000-3170

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER PDCM Insurance P.O. Box 2597 Waterloo IA 50704	CONTACT NAME: Janet Dufel, CPCU, CIC, CRM, CPIW PHONE (A/C, No, Ext): 319-234-8888 E-MAIL ADDRESS: jdufel@pdc.com	FAX (A/C, No): 319-234-7702	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED IOWANOR-02 Iowa Northland Regional Council of Governments 229 E. Park Avenue Waterloo IA 50703	INSURER A: Philadelphia Ins. Companies		
	INSURER B: IMWCA		
	INSURER C: * XL Insurance		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 671772416 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK1836495	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	PHPK1836495	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		PHUB633848	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	0640	7/1/2018	7/1/2019	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A C	Professional Liability Public Officials E&O			PHPK1836495 POL0950362	7/1/2018 7/1/2018	7/1/2019 7/1/2019	Ea Incident/Aggregate 1000000/2000000 Ea Claim/Aggregate 2000000/2000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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 on the general liability policy on a primary and non-contributory basis. Governmental Immunities Endorsement and 30 Day Notice of Cancellation Endorsement are included. Waiver of Subrogation applies under General Liability.

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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 01/29/2018

Name of Person or Organization (Additional Insured):

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

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

Item G.2.s.

POLICY NUMBER: PHPK1673821

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

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
City of Cedar Falls	
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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF GOVERNMENTAL IMMUNITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Cedar Falls	

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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Item G.2.s.

Consultant
Project No. _____

CDBG Entitlement Program: Consolidated Plan Update
Cedar Falls, Iowa
City Project No. BL-000-3170

Exhibit C

**CDBG Entitlement Program: Five-Year Consolidated Plan Update
(FFY 2019-2023)
Cedar Falls, Iowa
City Project Number BL-000-3170**

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.

Consultant
Project No. _____

CDBG Entitlement Program: Consolidated Plan Update
Cedar Falls, Iowa
City Project No. BL-000-3170

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.

Item G.2.s.

Consultant
Project No. _____

CDBG Entitlement Program: Consolidated Plan Update
Cedar Falls, Iowa
City Project No. BL-000-3170

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Administration Division

TO: Mayor Brown & City Council

FROM: Stephanie Houk Sheetz, Director of Community Development

DATE: September 26, 2018

SUBJECT: Gaming Grant Letter of Intent – Downtown Streetscape Project

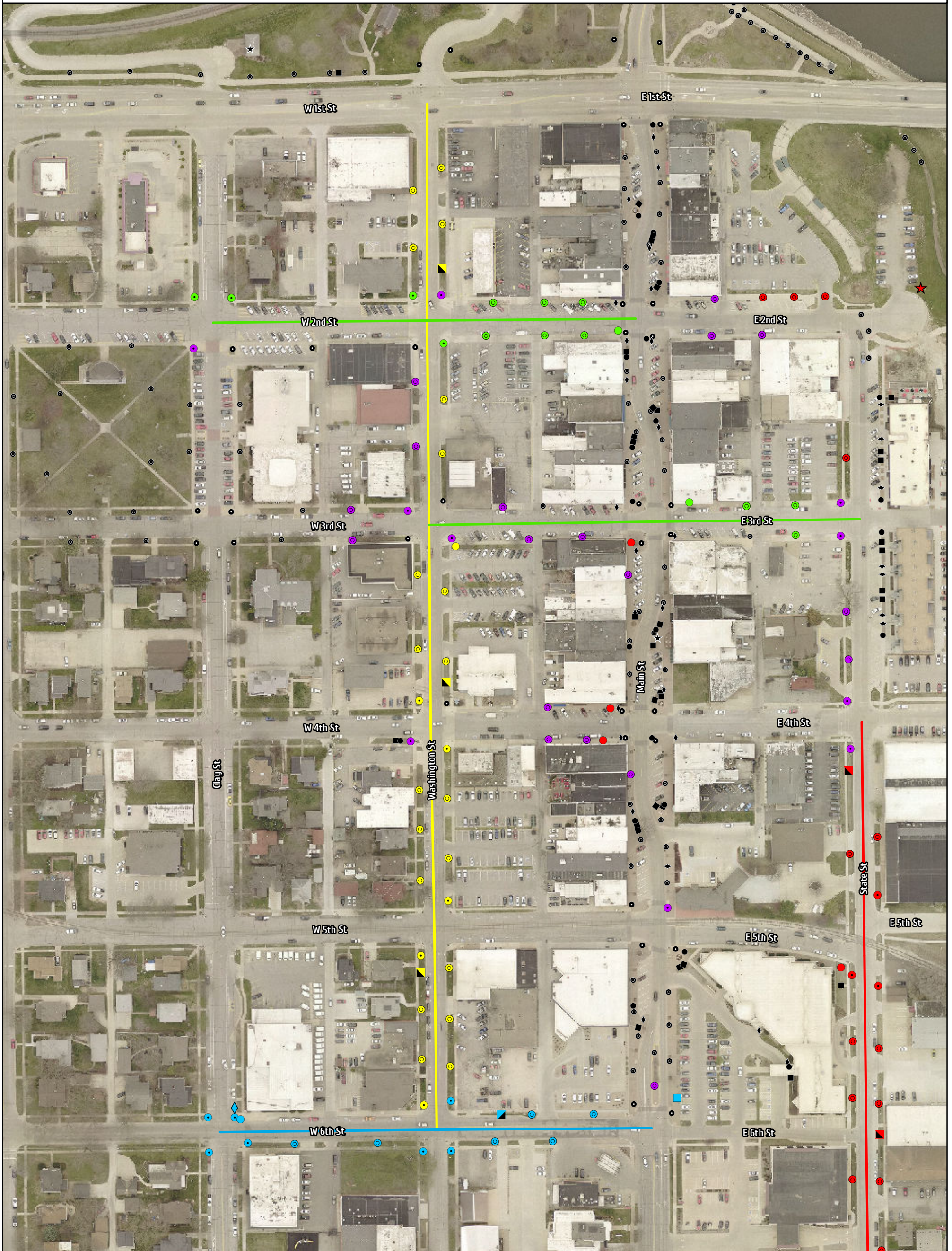
A downtown streetscape plan was developed in 2015. The City's CIP #95 outlines project funding to implement much of this project, in partnership with Community Main Street and Cedar Falls Utilities. A Gaming grant is also identified as a funding source for the project. A Letter of Intent is the first step in the Gaming grant application process. A resolution of support from the local jurisdiction is required with that submittal.

The grant request includes several components, leveraging several downtown projects that all contribute to improving and expanding the downtown district. Many of these elements were described at a Council Committee meeting on June 4, 2018. The project involves improvements along State Street, Washington, 2nd, 3rd and 6th Streets. State Street and 6th Streets have been recently reconstructed, so this project would add streetlamps and a "hub" every two blocks. Each hub includes a pad with a bench, trash receptacle and bike rack surrounded by brickwork. Washington Street will see the same improvements, needing the additional investment of underground conduit to facilitate the streetlamps. 2nd and 3rd Streets would have larger scope improvements. Before streetscaping enhancements, the street will be reconstructed; one block of 2nd St (Main to Washington) and two blocks of E 3rd St (State to Washington). These reconstruction projects would include corner bump outs and colored crosswalks, consistent with the streetscape plan. This was done on 6th Street in 2017. The project would span 5 years, wrapping up in 2023. The City has also been planning to reconstruct the brick sidewalks along the Parkade, outlined in CIP #94. Finally, reconstruction of the 100 block alley (CIP #83-Main Street alley) is also anticipated. Grant funds are being requested to support all of these components. The total project cost is currently estimated to be \$3.5M. Grant funding will be requested for 35% of the project, \$1,235,500.

Staff recommends the City Council approve a resolution of support for the Gaming grant Letter of Intent. The application deadline is October 1, 2018. The City is then notified if a full application is invited. The process with the Gaming Commission is typically six months for funding requests higher than \$500,000. An award would hopefully occur in March 2019.

Attachments: Downtown Streetscape Plan

Xc: Carol Lilly, Executive Director, Community Main Street



Streetscape Proposed

● Open Double Light	● Double Light Ph 1	● Double Light Ph 2	● Double Light Ph 3	● Double Light Ph 4
● Open Single Light	● Single Light Ph 1	● Single Light Ph 2	● Single Light Ph 3	● Single Light Ph 4
■ Bike/Trash/Bench Ph 1	■ Bike/Trash/Bench Ph 2	● Trash Ph 3	■ Bike/Trash/Bench Ph 4	■ Bench Ph 4
● Trash Ph 1	● Trash Ph 2		■ Bike Rack Ph 4	● Trash Ph 4
★ Kiosk Ph 1				



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: David Sturch, Planner III *DS*
DATE: September 27, 2018
SUBJECT: Urban Chickens and Ducks

A presentation on urban chickens was made at the Committee of Whole meeting on August 20, 2018. Staff provided a summary of past discussions on this subject and provided a list of guidelines to consider when drafting a new ordinance. The committee made a motion recommending the following:

- Chickens and ducks allowed in residential zoning districts
- Limit of three (3) animals, with no roosters
- Chickens and ducks must be kept in a clean and sanitary enclosed structure
- Said structure must be located at least 25 feet from any other adjacent residential dwelling
- Land use permit is required for chicken/duck coop structure
- Coop structure located in back yard area only
- Termination of chickens/ducks for health reasons

Staff proposes an amendment to Chapter 6, Animals, of the Cedar Falls Code of Ordinances by repealing Sections 6-113 and 6-114. Staff modeled the proposed chicken and duck ordinance after the licensing requirements for dogs and cats. Requiring a license rather than a land use permit will keep the regulations similar to those for other small animals kept in small numbers for personal use as distinguished from using a property for a stable or a kennel, which can trigger larger land use issues.

The requirements and conditions for obtaining a license follow the recommendations made by Council. The owner of chickens and ducks must apply for an annual license for each animal. No more than three animals of any combination may be kept on any given property and the animals must be kept in an enclosed coop, which includes an indoor roofed area and an outdoor area that is fenced on all sides including across the top, so the animals cannot escape. The coop must be located in the rear yard and at least 25 feet from any residential dwelling located on other properties. There are provisions for upkeep and maintenance of the coop and for revoking the license in the case of a health advisory that requires chickens and ducks to be exterminated in the interests of public health.

Item G.3.

STAFF RECOMMENDATION

Staff recommends amending Chapter 6, Animals, of the City Code of Ordinances as indicated on the following pages. New proposed language is underlined. Language proposed to be deleted is indicated with strike-through notation.

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

Proposed Amendments to Chapter 6 – Animals

Strikethrough notation indicates current language proposed to be deleted from the City Code. Underlined text indicates new language proposed to be added to the City Code.

Sec. 6-113. - Keeping of agricultural animals.

No horse, mule, cow, calf, swine, sheep, goat, llama, camel, ostrich, peacock, chicken, goose, duck, turkey or other agricultural animal or specialized breed of such agricultural animal shall be kept on any property that is not located in the A-1 Agricultural Zoning District under Chapter 29, Zoning, of this Code, with the ~~exception that horses may be kept on properties that are zoned R-1, Residential District, on the terms provided in Section 29-143 of Chapter 29, Zoning, of this Code.~~ following exceptions:

- (a) Horses may be kept on properties that are zoned R-1, Residential District, on the terms provided in Section 29-143 of Chapter 29, Zoning, of this Code; and
- (b) Chickens and ducks may be kept in districts other than the A-1 Agricultural Zoning District in accordance with the provisions in section 6-114.

Sec. 6-114. - Keeping of chickens and ducks in districts other than the A-1 Agricultural Zoning District as non-conforming use.

~~(a) Existing non-conforming use. The keeping of chickens that are located on any property that is not zoned A-1, Agricultural Zoning District, under Chapter 29, Zoning, of this Code, as of November 1, 2006, is hereby declared to be a non-conforming use. Any person who owns or possesses chickens that are located on any property in any zoning district other than the A-1, Agricultural Zoning District under Chapter 29, Zoning, of this Code, as of November 1, 2006, may continue to keep not more than three chickens, but not to include roosters, on such property, as long as such chickens are kept in a totally enclosed structure which is located outside of a residential dwelling, and which is located at least 25 feet from any other residential dwelling.~~

- (a) Conditions and limitations. The keeping of chickens and ducks as allowed under this section shall be subject to the following conditions and limitations:
 - (1) The owner of chickens and ducks shall obtain a license for each animal annually as set forth in this section; and
 - (2) On any given property there shall be a limit of three chickens and ducks, in any combination, for a total of three animals, but not including roosters or drakes; and
 - (3) Chickens and ducks shall be kept in a totally enclosed coop. The coop shall include an indoor roofed area as well as an outdoor area, which shall be fenced in on all sides, including across the top to prevent the chickens and/or ducks from escaping. The coop shall be located in the rear yard of the property and shall be located at least 25 feet from any residential dwelling located on other properties; and
 - (4) The coop shall at all times be kept in a proper state of repair. The owner shall properly dispose of all accumulations of manure and shall otherwise maintain the property in a condition such that the keeping of chickens or ducks does not

Item G.3.

create a public nuisance, including foul odors, accumulation of flies, or other conditions that pose a threat or hazard to public health, safety or welfare.

(b) *Licensing provisions.* The owners of all chickens and ducks shall annually obtain a license as provided in this article.

(1) The owner of a chicken or duck for which a license is required shall, on or before January 1 of each year, apply to the city clerk or to the designee of said city clerk for a license for each chicken or duck owned by him/her. Such application for license may be made after January 1, and at any time, for chickens and ducks which have come into the possession or ownership of the applicant. The amount of the fee shall be established annually by resolution of the City Council.

(2) Delinquency. All license fees for chickens and ducks become delinquent on April 1 in the year in which they are due and payable, and a penalty in an amount to be established annually by the City Council shall be added to each unpaid license fee on or after such date.

(3) Non-transferable. A license issued for one chicken or duck shall not be transferable to another chicken or duck.

(4) Duration of license. All chicken and duck licenses shall expire on January 1 of the year following the date of issuance.

(5) The application for and the receipt of a chicken or duck license shall constitute an implied consent by the owner to permit an inspection of both real and personal property under his/her control for the purpose of enforcing compliance with and carrying out the provisions of this chapter, including inspection for cruelty to animals.

(c) *Termination of non-conforming use by discontinuation.* In addition, if such person discontinues the keeping of chickens on such property for a period of one year, such non-conforming use shall terminate, and the use of the property shall thereafter conform to the requirements of Section 6-113. The keeping of such chickens shall be specific to the property on which the chickens were located on November 1, 2006, and shall be specific to the person keeping such chickens on such property as of such date, and may not be transferred to any other person or to any other property. *Termination of keeping of chickens and ducks for health reasons.* In the event of issuance of an advisory by any department of public health, federal, state or local, that all chickens and ducks must be exterminated in the interests of public health, safety, or welfare, the keeping of all chickens and ducks under this section shall immediately terminate and the license issued by the City shall be revoked. Chickens and ducks shall not thereafter be kept until such time as (i) the advisory is cancelled or rescinded by the issuing department or authority, and (ii) the owner has obtained a new license.

(d) *Violation.* The keeping of chickens and ducks in the city in violation of any of the provisions of this division shall constitute a municipal infraction, which, upon a finding by a court that the violation has been proven, shall result in imposition of a civil penalty as provided in section 1-9 of this Code, together with a court order for abatement or correction of the violation.

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

ORDINANCE NO. _____

AN ORDINANCE REPEALING DIVISION 4, AGRICULTURAL NON-DOMESTIC ANIMALS AND EXOTIC ANIMALS, OF ARTICLE II, ANIMAL CONTROL, OF CHAPTER 6, ANIMALS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW DIVISION 4, AGRICULTURAL NON-DOMESTIC ANIMALS AND EXOTIC ANIMALS.

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

Division 4, Agricultural Non-Domestic Animals and Exotic Animals, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Division 4, Agricultural Non-Domestic Animals and Exotic Animals, is enacted in lieu thereof, as follows:

Sec. 6-113. - Keeping of agricultural animals.

No horse, mule, cow, calf, swine, sheep, goat, llama, camel, ostrich, peacock, chicken, goose, duck, turkey or other agricultural animal or specialized breed of such agricultural animal shall be kept on any property that is not located in the A-1 Agricultural Zoning District under Chapter 29, Zoning, of this Code, with the following exceptions:

- (a) Horses may be kept on properties that are zoned R-1, Residential District, on the terms provided in Section 29-143 of Chapter 29, Zoning, of this Code; and
- (b) Chickens and ducks may be kept in districts other than the A-1 Agricultural District in accordance with the provisions in section 6-114.

(Ord. No. 2607, § 1, 11-13-06)

Sec. 6-114. - Keeping of chickens and ducks in districts other than the A-1 Agricultural Zoning District.

- (a) *Conditions and limitations.* The keeping of chickens and ducks as allowed under this section shall be subject to the following conditions and limitations:

Item G.3.

- (1) The owner of chickens and ducks shall obtain a license for each animal annually as set forth in this section; and
 - (2) On any given property there shall be a limit of three chickens and ducks, in any combination, for a total of three animals, but not including roosters or drakes; and
 - (3) Chickens and ducks shall be kept in a totally enclosed coop. The coop shall include an indoor roofed area as well as an outdoor area, which shall be fenced in on all sides, including across the top to prevent the chickens and/or ducks from escaping. The coop shall be located in the rear yard of the property and shall be located at least 25 feet from any residential dwelling located on other properties; and
 - (4) The coop shall at all times be kept in a proper state of repair. The owner shall properly dispose of all accumulations of manure and shall otherwise maintain the property in a condition such that the keeping of chickens or ducks does not create a public nuisance, including foul odors, accumulation of flies, or other conditions that pose a threat or hazard to public health, safety or welfare.
- (b) *Licensing provisions.* The owners of all chickens and ducks shall annually obtain a license as provided in this article.
- (1) The owner of a chicken or duck for which a license is required shall, on or before January 1 of each year, apply to the city clerk or to the designee of said city clerk for a license for each chicken or duck owned by him/her. Such application for license may be made after January 1, and at any time, for chickens and ducks which have come into the possession or ownership of the applicant. The amount of the fee shall be established annually by resolution of the City Council.
 - (2) Delinquency. All license fees for chickens and ducks become delinquent on April 1 in the year in which they are due and payable, and a penalty in an amount to be established annually by the City Council shall be added to each unpaid license fee on or after such date.
 - (3) Non-transferable. A license issued for one chicken or duck shall not be transferable to another chicken or duck.
 - (4) Duration of license. All chicken and duck licenses shall expire on January 1 of the year following the date of issuance.
 - (5) The application for and the receipt of a chicken or duck license shall constitute an implied consent by the owner to permit an inspection of both real and personal property under his/her control for the purpose of enforcing compliance with and carrying out the provisions of this chapter, including inspection for cruelty to animals.
- (c) *Termination of keeping of chickens and ducks for health reasons.* In the event of issuance of an advisory by any department of public health, federal, state or local, that all chickens and ducks must be exterminated in the interests of public health, safety or welfare, the keeping of all chickens and ducks under this section shall immediately terminate and license issued by the city shall be revoked. Chickens and ducks shall not thereafter be kept until such time as (i) the advisory is cancelled or rescinded by the issuing department or authority, and (ii) the owner has obtained a new license.

(d) *Violation.* The keeping of chickens and ducks in the city in violation of any of the provisions of this division shall constitute a municipal infraction, which, upon a finding by a court that the violation has been proven, shall result in imposition of a civil penalty as provided in section 1-9 of this Code, together with a court order for abatement or correction of the violation.

(Ord. No. 2607, § 1, 11-13-06)

Sec. 6-115. - Indoor pets.

Gerbils, hamsters, guinea pigs, rabbits, mice, birds, snakes, insects, lizards, and other similar animals that are normally maintained as household pets and kept in an enclosure inside a principal or accessory structure located on a property are not, by the provisions of this article, prohibited in any zoning district in the city.

(Ord. No. 2607, § 1, 11-13-06)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacque Danielsens, MMC, City Clerk

