



**AGENDA**  
**CITY OF CEDAR FALLS, IOWA**  
**REGULAR MEETING, CITY COUNCIL**  
**MONDAY, SEPTEMBER 17, 2018**  
**7:00 PM AT CITY HALL**

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- A. Call to Order by the Mayor.
- B. Roll Call.
- C. Approval of Minutes of the Regular Meeting of September 4, 2018.
- D. Agenda Revisions.
- E. Special Order of Business:
  - 1. 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.
    - a. Receive and file proof of publication of notice of hearing. (Notice published September 10, 2018)
    - b. Written objections filed with the City Clerk.
    - c. Oral comments.
  - 2. Resolution approving the submission of the City's FY17-18 Consolidated Annual Performance and Evaluation Report for the Community Development Block Grant & HOME Programs.
- 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 second consideration.
- G. New Business:
  - 1. Consent Calendar: (The following items will be acted upon by voice vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)
    - a. Receive and file the resignation of Donna Bash as a member of the Historic Preservation Commission.
    - b. Receive and file the bids received for the Cedar Falls Public Library Remodel Project.
    - c. Approve a request for a street closure on Park Drive on September 29, 2018.
    - d. 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.
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 naming official depositories for the City of Cedar Falls.
  - b. Resolution approving and authorizing submission of the City's FY18 Official Financial Report for Streets.
  - c. Resolution 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.
  - d. Resolution approving and authorizing execution of a Services Agreement with Municipal Code Corporation relative to agenda management software.
  - e. Resolution 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.
  - f. Resolution 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.
  - g. Resolution 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.
  - h. Resolution approving and accepting the contract and bond of Huff Contracting, Inc. for the Cedar Falls Public Library Remodel Project. (Contingent upon approval of Item G-2.g.)
  - i. Resolution 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.
  - j. Resolution 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.
  - k. Resolution 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.
  - l. Resolution 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.
  - m. Resolution 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.

- n. Resolution approving a Central Business District Overlay Zoning District site plan for a mural at 408-412 Main Street.
- o. Resolution approving a Central Business District Overlay Zoning District site plan for a building addition at 308 Franklin Street.
- p. Resolution 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.
- q. Resolution 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.
- r. Resolution 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.
- s. Resolution 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.
- t. Resolution 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.

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 4, 2018  
REGULAR MEETING, CITY COUNCIL  
MAYOR JAMES P. BROWN PRESIDING**

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

- 52017 - It was moved by Kruse and seconded by deBuhr that the minutes of the Regular Meeting of August 20, 2018 be approved as presented and ordered of record. Motion carried unanimously.
- 52018 - City Clerk Danielsen announced that Item G-2.d. was being removed from the Resolution Calendar.
- 52019 - Mayor Brown announced that in accordance with the public notice of August 24, 2018, this was the time and place for a public hearing on proposed amendments to Chapter 29, Zoning, of the Code of Ordinances relative to design guidelines in the Central Business District Overlay Zoning District. It was then moved by Kruse and seconded by Green that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52020 - The Mayor then asked if there were any written objections filed to the proposed amendments. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. Planner I Lehmann commented briefly. There being no one else present wishing to speak either for or against the proposed amendments, the Mayor declared the hearing closed and passed to the next order of business.
- 52021 - It was moved by Darrah and seconded by Blanford 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 first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52022 - It was moved by Wieland and seconded by Green that Ordinance #2929, amending Chapter 29, Zoning, and Chapter 27, Utilities, of the Code of Ordinances relative to the City's floodplain regulations, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Ordinance #2929 duly passed and adopted.
- 52023 - It was moved by Kruse and seconded by Green that Ordinance #2930, rezoning property located generally on Lots 7 & 8 of the Midway Business Park Addition pursuant to provisions of a Zoning Agreement associated with Ordinance #2080, which placed said property in the R-4 Residential Zoning District, be passed upon its

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third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Ordinance #2930 duly passed and adopted.

52024 - It was moved by Kruse and seconded by deBuhr that Resolution #21,238, approving and authorizing execution of an Agreement to Amend Restrictions in Deed of Dedication relative to property located generally on Lots 7 & 8 of the Midway Business Park Addition, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion Carried. The Mayor then declared Resolution #21,238 duly passed and adopted.

52025 - It was moved by Kruse and seconded by Wieland that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file the Committee of the Whole minutes of August 20, 2018 relative to the following items:

- (1) Parking along Bergstrom Boulevard.
- (2) Hearst Center and Cultural Programs Presentation.
- (3) Pavement Management Program.
- (4) Comprehensive Plan/Zoning Ordinance Update.
- (5) Review of urban chickens.
- (6) Bills & Payroll.

Receive and file the Administration Committee minutes of August 21, 2018.

Receive and file Departmental Monthly Reports of July 2018.

Receive and file the FY18 Annual Report of the Public Works & Parks Division.

Receive and file the bid received for the 2018 Seal Coat Project.

Approve the following special event related requests:

- (1) Street closure, Coventry Lane, September 13, 2018.
- (2) Parking variance, West 2nd Street, September 15, 2018.
- (3) Street closure, College Street, September 20, 2018 & October 18, 2018.
- (4) Grant Wheeler Memorial 5K Run/Walk, October 27, 2018.

Approve the application of Masala Market, 913 West 23rd Street, for a cigarette/tobacco/nicotine/vapor permit.

Approve the following applications for beer permits and liquor licenses:

- (1) Metro Mart, 103 Franklin Street, Class C beer - renewal.
- (2) Sidecar Coffee, 2215 College Street, Special Class C liquor & outdoor service - renewal.
- (3) The Brass Tap, 421 Main Street, Class C liquor & outdoor service - renewal.
- (4) Wilbo, 118 Main Street, Class C liquor - renewal.
- (5) Casey's General Store, 1225 Fountains Way, Class E liquor - renewal.

- (6) Great Wall, 2125 College Street, Class E liquor - renewal.
- (7) The Music Station, 1420 West 1st Street, Class E liquor - renewal.
- (8) Amvets, 1934 Irving Street, Class A liquor & outdoor service - temporary expansion of outdoor service area. (September 21-23, 2018)
- (9) Mary Lou's Bar & Grill, 2719 Center Street, Class C liquor - temporary outdoor service. (September 7-8, 2018 and September 29-30, 2018)
- (10) College Hill Partnership (Oktoberfest), Municipal Lot G, Class B beer & outdoor service - 5-day permit.

Motion carried unanimously.

52026 - It was moved by Kruse and seconded by Green that the following resolutions be introduced and adopted:

Resolution #21,239, levying a final assessment for costs incurred by the City to mow and clear overgrown vegetation on the property located at 2208 Coventry Lane.

Resolution #21,240, approving and authorizing execution of an Agreement for Utilization of School Bus Services for Non-School Travel with Cedar Falls Community School District relative to summer travel for the Camp Cedar Falls program.

Resolution #21,241, approving and authorizing execution of a contract with the Governor's Traffic Safety Bureau (GTSB) relative to funding for traffic enforcement and training.

Resolution #21,242, approving and authorizing execution of a Joint Funding Agreement with the U.S. Geological Survey relative to the Cedar River Streamgauge Station.

Resolution #21,243, approving and accepting the bid of Blacktop Service Company, in the amount of \$136,174.67, for the 2018 Seal Coat Project.

Resolution #21,244, approving and accepting the contract and bond of Blacktop Service Company for the 2018 Seal Coat Project.

Resolution #21,245, approving and accepting the contract and bond of Feldman Concrete for the 2018 Sidewalk Assessment Project, Zone 9.

Resolution #21,246, approving the preliminary plat of West Village.

Resolution #21,247, approving and accepting a Lien Notice and Special Promissory Note for property located at 2103 Washington Street relative to the Rental to Single Family Owner Conversion Incentive Program.

Resolution #21,248, approving and authorizing execution of eleven Owner Purchase Agreements and one Tenant Purchase Agreement, and approving and accepting ten Owner's Temporary Grading Easements and one Public Utility Easement, in conjunction with the West 1st Street Reconstruction Project.

Resolution #21,249, approving three occupancy permits prior to the acceptance of

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the public improvements in Arbors Third Addition.

Resolution #21,250, setting September 17, 2018 as the date of public hearing on the City's FY17-18 Consolidated Annual Performance and Evaluation Report for the Community Development Block Grant & HOME Programs.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolutions #21,239 through #21,250 duly passed and adopted.

52027 - It was moved by Kruse and seconded by Miller that the bills and payrolls be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

52028 - The Mayor, Community Development Director Sheetz and Public Works and Parks Manager Heath responded to inquiries by Councilmember Darrah regarding the status of any requirements relative to dry cutting of concrete.

52029 - Public Works and Parks Manager Heath provided an update on staff activity following the recent flash flooding.

Councilmember Wieland expressed appreciation for time spent over the holiday weekend by City staff responding to flooding.

52030 - It was moved by Kruse and seconded by Wieland that the meeting be adjourned at 7:12 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
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**MEMORANDUM**

*Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Iris Lehmann, Planner I  
**DATE:** September 12, 2018  
**SUBJECT:** FY17-18 Community Development Block Grant and HOME Programs Consolidated Annual Performance and Evaluation Report (CAPER)

The Community Development Department would like to request that a public hearing be held on Monday, September 17, 2018 regarding the above referenced project. The report contains the progress made on Community Development Block Grant funded activities from July 1, 2017 through June 30, 2018.

If you have any questions, please contact the Community Development Department.

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



***Preliminary Draft for Review  
August 30<sup>th</sup>, 2018***

***City of Cedar Falls, Iowa  
CDBG Entitlement/HOME Programs  
Federal Fiscal Year 2017/City Fiscal Year 2018  
Consolidated Annual Performance and Evaluation Report (CAPER)***

# Item E.1.

## Citizen Participation

### Citizen Participation Plan 91.105(d); 91.115(d)

Comment Period: August 30<sup>th</sup>, 2018-September 17<sup>th</sup>, 2018. (Affidavit of Publication)

### **Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

In addition to a formal 15-day comment period on performance reports and a City Council Public Hearing, the Cedar Falls Housing Commission reviews CDBG projects at its monthly meetings and recommends their approval or revision to staff. Status reports pertaining to all major projects are given to the Housing Commission on a monthly basis. The Housing Commission and City Council also review the Annual Action Plan, Consolidated Plan, and CAPER each year. Notice of all meetings are posted publicly at City Hall, placed on the city's website, and notices are provided to local media in accordance with the Iowa Open Meetings Law and City's Citizen Participation Plan. Additionally, program-related reports are made available for examination, published for public comment if necessary, and posted on the city's website. The City maintains a list of contacts that provide translation services to persons with limited English proficiency.

### Summary of Comments

(A summary of any public comments made regarding the FFY 2017 CAPER will be inserted here.)

## CR-05 - Goals and Outcomes

### **Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)**

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Cedar Falls was able to provide assistance and services to low income residents in accordance to the Annual Action Plan through designated projects. These projects and services include housing rehabilitation and public services, although no homes were completed during the short timeframe between release of funds and the end of the fiscal year covered by this CAPER. Several significant changes with regard to the Cedar Falls program occurred during the past year. The City contracted with the Iowa Northland Regional Council of Governments in February 2018, specifically for providing assistance with amending the current Consolidated Plan (FFY 2014-2018) and FFY 2017 Annual Action Plan. The contract changes also included providing assistance with the implementation of the FFY 2017 Annual Action Plan, and expending unspent funds from prior years. However, one of the first tasks was to establish a process to complete a lump sum drawdown of HUD funds in order to prevent jeopardizing the loss of programmed dollars. Concurrent to that effort made by City staff, the City obtained permission to expend funds, through completion of the Tier 1 Environmental Review (ER) and

Release of Funds, which was accomplished in late March 2018. At the same time, the FFY 2018 Annual Action Plan and required ER were also completed. City and INRCOG staff also began reestablishing the housing rehabilitation and repair programs, utilizing updated applications, policies, as well as updating the procedures for these services. Finally, agency awards were monitored, reports completed, and contracts closed out for FFY 2017.

Overall, these programs were designated to improve the housing stock, prevent homelessness and improve areas that meet CDBG national objectives in the community. By focusing on the strategic plan priorities outlined in the Cedar Falls Consolidated Plan, we were able to provide decent housing by preserving the affordable housing stock, providing a suitable living environment, and expanding opportunities. In the end, the City of Cedar Falls strives to make progress and complete all activities, utilize funding in an efficient manner, and serve those with the greatest need.

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## Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

| Goal  | Category                          | Source: Amount | Indicator  | Unit of Measure        | Expected – Strategic Plan | Actual – Strategic Plan | Percent Complete | Expected – Program Year | Actual – Program Year | Percent Complete |
|---|-----------------------------------|----------------|--|------------------------|---------------------------|-------------------------|------------------|-------------------------|-----------------------|------------------|
| College Hill and Downtown Facade Improvements         | Non-Housing Community Development | CDBG: \$0      | Facade treatment/business building rehabilitation                        | Business               | 0                         | 0                       | 100%             | 0                       | 0                     | 100%             |
| College Hill and Downtown Facade Improvements         | Non-Housing Community Development | CDBG: \$58,500 | Businesses assisted  | Businesses Assisted    | 75                        | 15                      | 20.00%           | 0                       | 0                     | 100%             |
| Consumer Credit Counseling                            | Public Services                   | CDBG: \$17,500 | Public service activities other than Low/Moderate Income Housing Benefit | Persons Assisted       | 100                       | 230                     | 230.00%          | 40                      | 130                   | 325.00%          |
| Demolition and Clearance                              | Non-Housing Community Development | CDBG: \$19,500 | Buildings Demolished   | Buildings              | 5                         | 0                       | 0.00%            | 0                       | 0                     | 0.00%            |
| Emergency Shelter: Homeless Prevention Salvation Army | Homeless                          | CDBG: \$18,725 | Homeless Person Overnight Shelter  | Persons Assisted       | 250                       | 57                      | 22.80%           | 20                      | 10                    | 50.00%           |
| Improve Housing Stock: CFU Weatherization             | Affordable Housing                | CDBG: \$50,000 | Homeowner Housing Rehabilitated  | Household Housing Unit | 40                        | 0                       | 0.00%            | 0                       | 0                     | 0.00%            |

|  |  |                |  |                     |     |     |   |         |    |           |       |
|--|--|----------------|--|---------------------|-----|-----|---|---------|----|-----------|-------|
| Infrastructure Imp: Neighborhood Facilities        | Non-Housing Community Development                            | CDBG: \$0      | Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit | Households Assisted | 6   | 0   | 0 | 0.00%   | 0  | 0         | 0%    |
| Public Facilities: Handicapped Access Improvements | Non-Homeless Special Needs Non-Housing Community Development | CDBG: \$0      | Public service activities other than Low/Moderate Income Housing Benefit             | Persons Assisted    | 0   | 0   | 0 | 0.00%   | 0  | 0         | 0%    |
| Public Facilities: Handicapped Access Improvements | Non-Homeless Special Needs Non-Housing Community Development | CDBG: \$19,500 | Other  | Other               | 5   | 1   | 0 | 20.00%  | 0  | 0         | 0%    |
| Public Improvements: Sidewalks                     | Affordable Housing   | CDBG: \$19,500 | Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit | Households Assisted | 40  | 0   | 0 | 0.00%   | 0  | 0         | 0%    |
| Public Improvements: Sidewalks                     | Affordable Housing   | CDBG: \$0      | Public service activities for Low/Moderate Income Housing Benefit                    | Households Assisted | 0   | 0   | 0 | 0%      | 0  | 0         | 0.00% |
| Public Improvements: Sidewalks                     | Affordable Housing   | CDBG: \$0      | Other  | Other               | 0   | 0   | 0 | 0%      | 0  | 0         | 0.00% |
| Public Services: Boys and Girls Club (North Cedar) | Public Services  | CDBG: \$24,175 | Public service activities other than Low/Moderate Income Housing Benefit             | Persons Assisted    | 500 | 0   | 0 | 0.00%   | 0  | 0         | 0.00% |
| Public Services: Family and Children's Council     | Non-Homeless Special Needs Public Services                   | CDBG: \$17,550 | Public service activities other than Low/Moderate Income Housing Benefit             | Persons Assisted    | 100 | 145 | 6 | 145.00% | 72 | 1,200.00% |       |

CAPER

# Item E.1.

|   |  |                    |   |                              |       |        |         |       |       |         |
|---|--|--------------------|---|------------------------------|-------|--------|---------|-------|-------|---------|
| Public Services:<br>Family and<br>Children's Council        | Non-Homeless<br>Special Needs<br>Public Services | CDBG: \$0          | Public service activities<br>for Low/Moderate<br>Income Housing Benefit           | Households<br>Assisted       | 0     | 0      | 0%      | 0     | 0     | 0%      |
| Public Services:<br>Human Rights<br>Educational<br>Outreach | Public Services                                  | CDBG:<br>\$14,000  | Public service activities<br>other than<br>Low/Moderate Income<br>Housing Benefit | Persons<br>Assisted          | 25    | 0      | 0.00%   | 0     | 0     | 0%      |
| Public Services:<br>Northeast Iowa<br>Food Bank             | Public Services                                  | CDBG:<br>\$15,600  | Public service activities<br>other than<br>Low/Moderate Income<br>Housing Benefit | Persons<br>Assisted          | 5,000 | 15,212 | 304.24% | 3,000 | 6,725 | 224.17% |
| Public Services:<br>Pathways<br>Behavioral<br>Services      | Non-Homeless<br>Special Needs<br>Public Services | CDBG:<br>\$16,375  | Public service activities<br>other than<br>Low/Moderate Income<br>Housing Benefit | Persons<br>Assisted          | 75    | 30     | 250.00% | 10    | 17    | 170.00% |
| Public Services:<br>Visiting Nurses<br>Association          | Non-Homeless<br>Special Needs<br>Public Services | CDBG:<br>\$15,600  | Public service activities<br>other than<br>Low/Moderate Income<br>Housing Benefit | Persons<br>Assisted          | 200   | 80     | 250.00% | 35    | 62    | 177.00% |
| Single Family<br>Rehabilitation-<br>Cedar Falls CDBG        | Affordable<br>Housing                            | CDBG:<br>\$800,000 | Homeowner Housing<br>Rehabilitated  | Household<br>Housing<br>Unit | 100   | 37     | 37.00%  | 0     | 0     | 0.00%   |

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**



**Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

***1. Provide decent affordable and sustainable housing by preserving the housing stock.***

The City of Cedar Falls utilizes several activities to support this priority. These activities include our Housing Rehabilitation and Repair Programs and administration, as well as support of the nonprofit agency Consumer Credit Counseling Services. As noted above, the City did not complete rehabilitation or repair work on homes in FFY 2017 because of the short timeframe funds were available for expenditure. However, the Consumer Credit Counselor office provided financial counseling to 130 people from the City of Cedar Falls.

***2. Provide suitable safe living environment integrating low-mod residents.***

During prior years, the City of Cedar Falls utilized five activities to assist with the implementation of this objective. These activities include demolition and clearance of vacant and dilapidated structures; Handicap Access Improvements, Sidewalk Reconstruction Program, Park Equipment Rehabilitation and Neighborhood Facilities. However, there were no projects completed toward this objective as the City transitioned its focus under the CDBG program, as well as addressed project eligibility challenges.

***3. Expand economic opportunities through self-supporting wages, home ownership, and empowering low-mod income persons to achieve self-sufficiency.***

The City of Cedar Falls funded six service agencies aimed at meeting the objective of providing and maintaining support services that help City residents remain independent. All six agencies are Limited Clientele low-to-moderate income providers. These agencies provided an array of services, including: case management for low-moderate income families with children, drug and alcohol dependency treatment, financial management, home healthcare, and emergency shelter to the homeless among many other services. Each of the selected six service agencies were expected to serve a particular number of Cedar Falls residents with the use of CDBG funds. During this past year, five of the six agencies exceeded their expected goals with regard to the number of Cedar Falls residents served.

# Item E.1.

## CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

| CDBG  | Persons      | Households   |
|---|--------------|--------------|
| White   | 5,885        | 2,190        |
| Black or African American                           | 707          | 263          |
| Asian   | 55           | 21           |
| Black/African American and White                    | 194          | 72           |
| American Indian, Alaskan, Black or African American | 124          | 46           |
| <b>Total</b>  | <b>6,965</b> | <b>2,592</b> |
| Hispanic  | 6            | 3            |
| Not Hispanic  | 6,959        | 2,589        |

Table 2 – Table of assistance to racial and ethnic populations by source of funds

### Narrative

Of the persons that received assistance and services in 2017, 5,885 or 84.49 percent were White and 707 or 10.15 percent Black or African American. Persons of Asian descent comprised 55 persons or 0.79 percent, while 194 persons, or 2.7 percent, were Black or African American and White, and 124 persons, or 1.7 percent, were American Indian, Alaskan, and Black or African American. Of the served population, only six were reported to be of Hispanic ethnicity. According to Census statistics, these figures are for the most part consistent with the overall population percentages, which consists of 93.4 percent White, 2.1 percent Black or African American and 2 percent of the population being Hispanic. Cedar Falls does not have racially/ethnically concentrated areas.

**CR-15 - Resources and Investments 91.520(a)**

**Identify the resources made available**

| Source of Funds | Source | Resources Made Available | Amount Expended During Program Year |
|-----------------|--------|--------------------------|-------------------------------------|
| CDBG            | CDBG   | \$233,533                | \$29,720                            |
| HOME            | HOME   | \$41,901                 | \$0                                 |
| HOPWA           | HOPWA  | \$0                      | \$0                                 |
| ESG             | ESG    | \$0                      | \$0                                 |
| Other           | Other  | \$0                      | \$0                                 |

**Table 3 - Resources Made Available**

**Narrative**

The two primary federal funding resources are the Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME). The primary objective of the CDBG Program is to provide decent housing, a suitable living environment and economic opportunities for persons of low and moderate income levels. The HOME funds are primarily used for the development and rehabilitation of affordable rental and ownership housing for low and moderate income households. During Program Year 2017, the City of Cedar Falls had \$233,553 in CDBG funds and \$41,901 in HOME funds for serving the residents of the City.

**Identify the geographic distribution and location of investments**

| Target Area         | Planned Percentage of Allocation | Actual Percentage of Allocation | Narrative Description |
|---------------------|----------------------------------|---------------------------------|-----------------------|
| City of Cedar Falls | 100%                             | 100%                            | See Text Above        |

**Table 4 – Identify the geographic distribution and location of investments**

**Narrative**

Target Area: Cedar Falls Metro Area (Serving Cedar Falls residents)  
 Planned Percentage of Allocation: 100%  
 Actual Percentage of Allocation: 100%

The CDBG and Home funds will be used in the Cedar Falls Metropolitan area as designated. In addition to agency awards, the City intends to expend most of the funds from this year for housing rehabilitation and repair programs. Currently, the City has reestablished significant client lists for both of these endeavors and is working to implement projects throughout the community.

# Item E.1.

## Leveraging

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

The City of Cedar Falls encourages applicants and sub-recipients to obtain other public and private resources that address needs identified in the Consolidated Plan. In program year 2017, the City expended \$29,720 in CDBG fund with six different agencies serving low-to-moderate income persons. After reviewing reports provided by these agencies, it has determined that each has incurred expenses far in excess of their awards in order to offer services to Cedar Falls residents. The table below suggests that for each CDBG dollar awarded, agencies matched those funds with approximately \$2 from other sources.

|                               | <b>Agency Award</b> | <b>Total Expended</b> | <b>Leveraged</b>   |
|-------------------------------|---------------------|-----------------------|--------------------|
| Consumer Credit Counseling    | \$2,000             | \$2,763.60            | \$763.60           |
| Family and Children's Council | \$5,720             | \$10,509.62           | \$4,789.62         |
| Cedar Valley Food Bank/Pantry | \$6,160             | \$35,040.00           | \$28,880.00        |
| Pathways Behavioral           | \$5,280             | \$23,212.67           | \$17,932.67        |
| Salvation Army                | \$7,040             | \$7,051.16            | \$11.16            |
| Visiting Nurses Association   | \$3,520             | \$7,238.00            | \$3,718.00         |
| <b>Total</b>                  | <b>\$29,720</b>     | <b>\$85,815.05</b>    | <b>\$56,095.05</b> |

**CR-20 - Affordable Housing 91.520(b)**

**Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.**

|  | <b>One-Year Goal</b> | <b>Actual</b> |
|--|----------------------|---------------|
| Number of Homeless households to be provided affordable housing units      | 20                   | 10            |
| Number of Non-Homeless households to be provided affordable housing units  | 0                    | 0             |
| Number of Special-Needs households to be provided affordable housing units | 0                    | 0             |
| <b>Total</b>   | <b>20</b>            | <b>10</b>     |

**Table 5 – Number of Households**

|   | <b>One-Year Goal</b> | <b>Actual</b> |
|---|----------------------|---------------|
| Number of households supported through Rental Assistance (Section 8 Vouchers) | 240                  | 207           |
| Number of households supported through The Production of New Units            | 0                    | 0             |
| Number of households supported through Rehab of Existing Units                | 5                    | 0             |
| Number of households supported through Acquisition of Existing Units          | 0                    | 0             |
| <b>Total</b>  | <b>245</b>           | <b>207</b>    |

**Table 6 – Number of Households Supported**

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

The City’s primary program under the Entitlement Program is the Housing Rehabilitation Program which consists of housing rehabilitation and emergency repairs. However, no funds were used for home improvements because of the changes experienced by the City, due primarily to staff turnover, retirement, and reorganization. In short, while the City had established goals for Housing Rehabilitation, it did not meet them because of internal changes related to how it manages the program. With that said, the City has redoubled its efforts to kickstart the Housing Rehab and Repair programs, as is evidenced by the fact the City’s current Rehab list includes 20 properties and the Repair list includes 10 properties.

# Item E.1.

## Discuss how these outcomes will impact future annual action plans.

A barrier to affordable housing for low-income residents in Cedar Falls has historically been the price of homes and land. Cedar Falls property has a higher price tag than surrounding cities. Accordingly, low-income residents are less able to find affordable housing within the community. We will continue to work with Habitat for Humanity to assist in their efforts to supply affordable homes to low income Cedar Falls residents through the use of HOME and CDBG funds.

Further, the City has been working hard to reestablish its core Housing Rehabilitation programs in the upcoming action plans, as well as explore the possibility of using CDBG funds for new ventures that may be developed in the Consolidated Planning process over the course of the next year.

## Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

| Number of Persons Served | CDBG Actual  | HOME Actual |
|--------------------------|--------------|-------------|
| Extremely Low-income     | 3,734        | 0           |
| Very Low-income          | 2,394        | 0           |
| Low-income               | 677          | 0           |
| <b>Total</b>             | <b>6,808</b> | <b>0</b>    |

Table 7 – Number of Persons Served

## Narrative Information

While no rehabilitation or repair projects were completed, the City of Cedar Falls has reestablished, rewritten, and updated policies, procedures, and guidelines for doing so. The City has contracted with INRCOG to manage both programs and applicant lists for each program have been developed. As previously stated, the City and INRCOG are working to expend this year's funding, along with unspent prior years' funding, for rehabilitation and repair projects over the course of the next fiscal year. Because of the delay establishing the relationship between the City and INRCOG, together with unspent funds from prior years, the City will be able to assist more rehab and repair households in Federal Fiscal Year 2018 than they normally would be able.

With that said, Public Service Agencies accounted for the actual number of people served by the program during 2017. The agencies served 3,734 extremely low-income persons, 2,394 very low-income persons and 677 low-income persons.

**CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

**Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Needs of the homeless are identified through staff participation in the Black Hawk County Local Homeless Coordinating Board. This advocacy group shares information regarding homeless needs and services. The Board serves as a large partnership for service providers, policy makers, and administrators for addressing housing and homeless services in the area. The City of Cedar Falls is always open to developing new partnerships and strategies designed to address homelessness.

**Addressing the emergency shelter and transitional housing needs of homeless persons**

The City of Cedar Falls uses CDBG funds to address homelessness through funding to the Salvation Army Woman's Shelter, as well as five other agencies that indirectly affect homelessness. The Shelter used the funds provided this past year to finance rehabilitation work to the shelter itself. The shelter also provides services to assist the women in finding employment and permanent housing. During the program year the Salvation Army Woman's Shelter assisted 10 people from the Cedar Falls.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

CDBG funds are used to fund the Visiting Nurses Association, which provides home healthcare to low income elderly and disabled residents. These services allow medically needy residents to remain in their homes even when assisted living is required. Funds are also provided to The Family and Children's Council which provides counseling services to families and youth. The Family and Children's Council has a Parent Connection Program that provides parent education, social support and access to community resources through trained staff that meet weekly for a minimum of ninety minutes. In addition, Pathways Behavioral Services offered substance abuse treatment for persons in need, and the Northeast Iowa Food Bank/Food Pantry provided foodstuff for households in need of nutrition.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals**

## **Item E.1.**

**and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The Salvation Army Shelter provides case management and supportive services to assist homeless persons make the transition to permanent, stable housing. Additionally, the City of Cedar Falls has a sub-recipient agreement with Consumer Credit Counseling Services to provide budget and credit counseling, foreclosure prevention counseling, and home ownership counseling to low-and-moderate income Cedar Falls residents in order to prevent homelessness.



**CR-30 - Public Housing 91.220(h); 91.320(j)****Actions taken to address the needs of public housing**

The City of Cedar Falls has no public housing program. The Low Rent Housing Agency of Cedar Falls, administered by the City of Cedar Falls Community Development Department, administers 326 Section 8 Housing Choice Vouchers, but with higher rent levels in the community, the City's goal is 240 units. Currently, 207 vouchers are being utilized. The Low-Rent Housing Agency of Cedar Falls has been rated as a high performer, according to the Section 8 Management Assessment Program.

**Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

See Above-Not Applicable

**Actions taken to provide assistance to troubled PHAs**

See Above-Not Applicable

# Item E.1.

## **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

The College Hill Urban Revitalization Plan allows property tax exemptions on improvements to property located within its boundaries and that meet the following criteria: (1) At least a 10 percent increase in the value of residential property or commercial property, if the commercial property consists of 3 or more separate living quarters with at least 75% of the space used for residential purposes (buildings only); (2) Be located within the Plan Area boundaries; and (3) Must be filed with the City by February 1<sup>st</sup> of the assessment year, for which the exemption is first claimed, but not later than 2 years after the February 1st following the year that the improvements are first assessed for taxation.

## **Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

The City of Cedar Falls is proactive in attending meetings and networking with service agencies to identify needs in the community. The City's Code Enforcement officer will relay addresses of properties that have code violations so the housing staff may offer services to the homeowner. Information regarding the CDBG program and Rehabilitation assistance have been marketed in a local newsletter called the "Currents". The local newsletter is distributed to Cedar Falls residents and to agencies that serve Cedar Falls residents. The City is also using its website to advertise basic program information, application, and the administrative plan associated with the rehabilitation projects. Further, the City is utilizing its website to showcase its long-range plans for the CDBG and HOME programs within the community.

## **Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

Lead testing is completed on all home rehabilitation projects through the agreement with the Iowa Northland Regional Council of Governments (INRCOG) and their sub-provider. After the abatement work is completed, the entire property/project is cleaned. At least one hour after the final cleaning a certified inspector does a visual examination to ensure there are no paint chips, dust, debris, or bare soil. The inspector then takes a dust sample from the window troughs, windowsills, and floors. The sampling is then tested in accordance with the HUD guidelines. Applicants are also provided the lead paint brochure "Protect Your Family From Lead Paint In Your Home". This brochure explains the dangers of lead in the home.

## **Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

As indicated in the current Consolidated and Annual Action Plans, the City of Cedar Falls works to eliminate poverty through making housing more affordable, preserving the condition and availability of

existing housing stock, and helping citizens build human, social, financial, physical, and natural assets. This work is completed with the idea that it might address several of the social and economic causes of poverty.

**Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

As indicated in the Consolidated Plan, the close working relationship between the Cedar Falls City Council, Housing Commission and the Community Development staff helps to overcome any potential gaps in institutional structure. Furthermore, City of Cedar Falls staff work closely with the neighboring City of Waterloo on projects affecting the metropolitan area. Finally, the City is building a relationship with the Iowa Northland Regional Council of Governments and their staff with regard to implementing both CDBG and HOME programs in the community.

**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

The City of Cedar Falls Housing Commission consists of a wide variety of residents. Currently, the Commission includes a Section 8 Housing Choice Voucher participant, a realtor, a lender, a banker, a leader of an affordable housing advocacy group, a retired television and radio executive, and a former Public Housing Authority staff member. This unique composition allows for collaboration and communication of potential ideas that address fair housing issues, raise awareness of concern, and create working relationships that will help address housing issues. As has been documented, the City works closely with service agencies to ensure coordination, fill gaps where services are needed, and offer feedback regarding underserved needs.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

The City of Cedar Falls completed an updated Analysis of Impediments to Fair Housing in October, 2014 as part of development of their Consolidated Plan. The identified impediments to fair housing in Cedar Falls and the actions taken to address them include:

1. There is an inadequate supply of available information relative to accessible dwelling units for persons with disabilities.

The City of Cedar Falls Section 8 Housing Choice Voucher Program staff is able to identify accessible units that may be available at any given time based on previous experience with the various units and landlords. Additionally, landlords post advertisements for available units outside of the Cedar Falls Housing Office, as they become available.

2. Black households earn significantly less than White households, thus severely limiting housing choice, including location.

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The City of Cedar Falls staff pursues minority business owners' bids whenever completing Housing Rehabilitation projects or contracting for other construction activities. The City currently has three active minority business contractors bidding on CDBG rehabilitation activities, and it continues to encourage bidding from all interested contractors.

### 3. Tracking the locations of housing project activities would allow for future comparisons between investment locations and impacted areas.

The City of Cedar Falls staff has always tracked locations of housing projects. In program year 2009, a more thorough tracking system was implemented that allows for mapping of housing projects in comparison to low-and-moderate income areas. Further, as the City's Geographic Information Systems (GIS) capabilities and access to public information grows, it will be better equipped to geographically track and present not only location, but statistics about units in useful formats.

### 4. Mortgage loan denials disproportionately affect racial and ethnic minority groups.

The City of Cedar Falls funds a non-profit agency, Consumer Credit Counseling Services, that provides budget management, credit counseling, and home ownership counseling to low- and moderate-income individuals. During program year 2017, Consumer Credit Counseling Services provided counseling to 130 Cedar Falls residents.

### 5. High-cost lending disproportionately affects racial and ethnic minority groups.

The City of Cedar Falls funds a non-profit agency, Consumer Credit Counseling Services, which provides budget management, credit counseling, and home ownership counseling to low- and moderate-income individuals. During program year 2017, Consumer Credit Counseling Services provided such counseling to five minority residents.

As an aside, these impediments will be updated with the 2019-2023 Consolidated Plan, the process for which is currently being developed by the City.

**CR-40 - Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

The City of Cedar Falls requires each sub-recipient agency receiving CDBG funds to submit quarterly reports and line item requests for reimbursement for the entire fiscal year or the life of their project. The quarterly reports include information on the number of clients served, the racial and ethnic information of each client, and income level. Agencies also include a narrative describing the progress the project has made during that quarter. These reports are reviewed by Cedar Falls and INRCOG staff for accuracy before reimbursement may be made to the agency.

The City of Cedar Falls staff performed in-person monitoring of all six agencies receiving CDBG funds in 2017. Agencies' financial draw documents, client income verifications, and record keeping systems were reviewed, along with other contract compliance issues, as may be applicable to each agency. It is a requirement of executing a sub-recipient agreement with the City of Cedar Falls that agencies may undergo annual monitoring. Further, representatives of the six agencies met with the City's Housing Commission to discuss how funds were used by the agencies, as well to outline the current and future needs of each agency.

**CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

As a result of monitoring, eligibility concerns, and City reprioritization, the City chose to focus funding and efforts on Agency Awards and Housing Rehabilitation, while removing Façade and Sidewalk programs from consideration for this year.

**Does the grantee have an existing Section 108 guarantee.** No

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

Not Applicable



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**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.

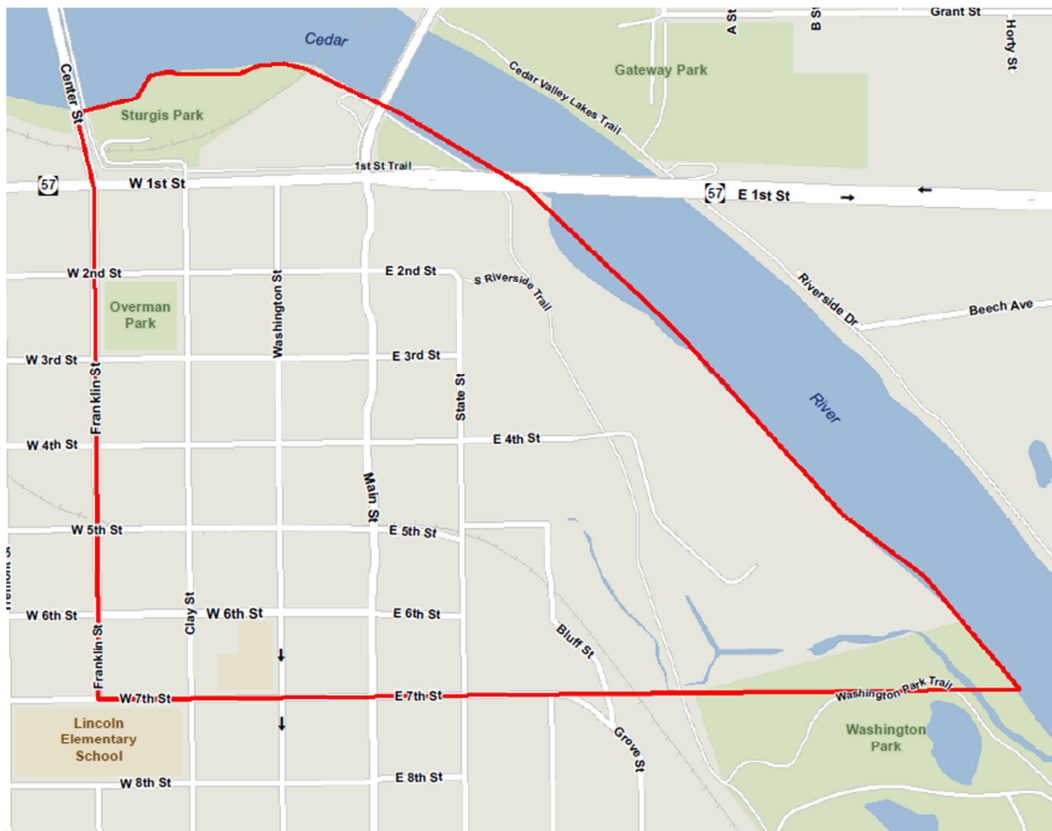


Figure 1 – CBD boundary map

- (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

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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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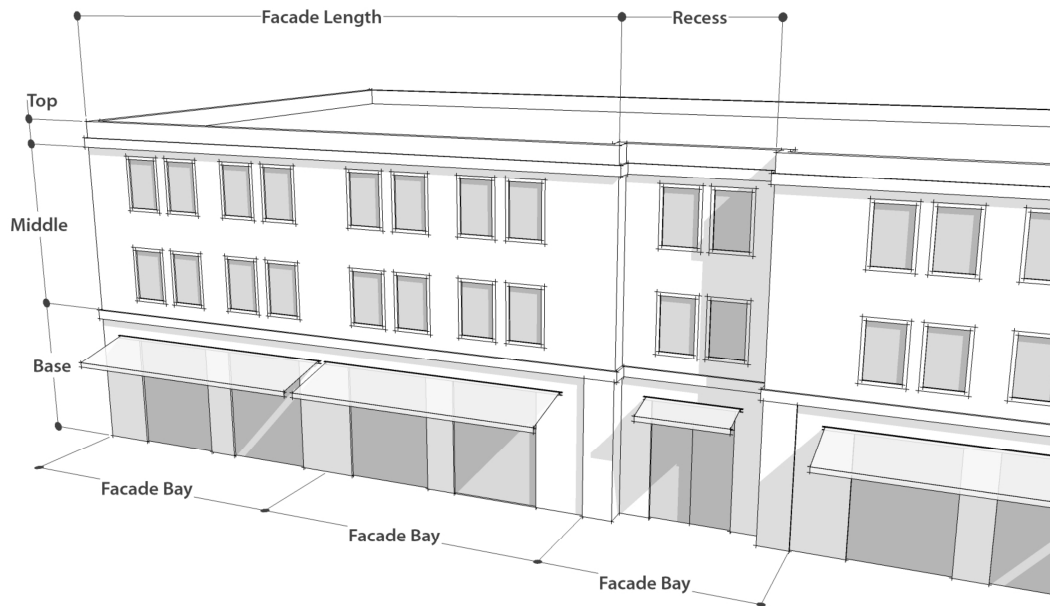


Figure 2 – Building composition example

- (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 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ September 4, 2018  
 PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_  
 PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_  
 ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
 James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
 Jacqueline Danielsen, MMC, City Clerk





**From:** Donna [<mailto:luckyone@cfu.net>]  
**Sent:** Wednesday, September 12, 2018 10:42 AM  
**To:** Iris Lehmann  
**Subject:** Historic Preservation Commission

Dear Iris,

Today will be my last meeting. I am resigning from the Historic Preservation Commission.  
Thank you for the opportunity to learn what the commission supports.

Best,  
Donna Bash





**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](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Jamie Castle, AIA, Building Official

**DATE:** September 12, 2018

**SUBJECT:** Cedar Falls Public Library Remodel  
Bid Opening Approval

On Tuesday, August 30<sup>th</sup>, 2018 at 2:00 p.m., bids were received and opened for the Cedar Falls Library Remodeling Project. Seven (7) bids were received from Cardinal Construction Co., Don Gardner Construction, Failor Hurley Construction, Huff Contracting, Koch Construction, Peters Construction Corp., and The Samuels Group, Inc.

The low bid was submitted by Huff Contracting for \$103,920.00 which included a 5% bid bond.

The project estimate for this project was originally \$130,000. Huff Contracting's bid of \$103,920 approximately 25% below the project estimate. Attached is a bid tab for your reference.

As a result of the bid, the Inspection Services Division, Library Board, and ISG/Struxture Architecture recommends acceptance of the low bid from Huff Contracting.

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

xc: Stephanie Houk Sheetz, Director of Community Development  
Jay Robinson, Library Director





August 31, 2018

Jay Robinson  
Library Director  
Cedar Falls Public Library  
524 Main Street  
Cedar Falls, IA 50613

Re: Cedar Falls Public Library Remodeling

Jay,

We received bids for the Cedar Falls Library Remodeling project on August 30, 2018 from seven general contracting firms. All submitted bids followed the bidding requirements including providing a bid bond.

The bids were very competitively priced with the low three bids less than \$1,000.00 apart.

We are recommending that the City accept the low basis bid from Huff Contracting out of Waterloo, Iowa with a low basis bid of \$103,920.00.

Thank you for allowing us the opportunity to work with the Library on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel C. Channer", is written over a horizontal line.

Daniel C. Channer, AIA  
Principal



**GENERAL CONTRACT**

PROJECT: #21559  
 CITY OF CEDAR FALLS  
 CEDAR FALLS PUBLIC LIBRARY REMODELING  
 Cedar Falls, IA



**STRUXTURE**

BID DATE/TIME: THURSDAY, AUGUST 30, 2018 before 2:00:00 P.M. (Local Time)

P: 319.234.1515

ARCHITECT: Daniel C. Channer, Principal + Senior Architect

| CONTRACTOR                 | CARDINAL<br>CONSTRUCTION<br>CO.<br>Waterloo, IA | DON GARDNER<br>CONSTRUCTION<br>Waterloo, IA | FAILOR-HURLEY<br>CONSTRUCTION<br>Waterloo, IA | <b>HUFF<br/>CONTRACTING</b><br>Waterloo, IA | KOCH<br>CONSTRUCTION<br>Cedar Falls, IA | PETERS<br>CONSTRUCTION<br>CORP.<br>Waterloo, IA | THE SAMUELS<br>GROUP, INC.<br>Des Moines, IA | LARSON<br>CONSTRUCTION<br>CO.<br>Independence, IA | WOODRUFF<br>CONSTRUCTION<br>Waterloo, IA |
|----------------------------|---|---|---|---|---|---|--|---|--|
| BID SECURITY               | 5%-BID BOND                                     | 5%-BID BOND                                 | 5%-BID BOND                                   | 5%-BID BOND                                 | 5%-BID BOND                             | 5%-BID BOND                                     | 5%-BID BOND                                  | -   | -  |
| ADDENDA                    | 1 & 2   | 1 & 2                                       | 1 & 2   | 1 & 2                                       | 1 & 2                                   | 1 & 2   | 1 & 2  | -   | -  |
| CONTRACTOR COMPLETION DATE | December 14, 2018                               | December 14, 2018                           | December 14, 2018                             | December 14, 2018                           | December 14, 2018                       | December 14, 2018                               | December 14, 2018                            | December 14, 2018                                 | December 14, 2018                        |
| BASIS BID                  | \$115,120.00                                    | \$112,275.00                                | \$104,570.00                                  | <b>\$103,920.00</b>                         | \$124,350.00                            | \$104,888.00                                    | \$121,990.00                                 | NO BID  | NO BID                                   |
|                            |   |   |   |   |   |   |  |   |  |
| CONTRACTOR                 | CARDINAL<br>CONSTRUCTION<br>CO.                 | DON GARDNER<br>CONSTRUCTION                 | FAILOR-HURLEY<br>CONSTRUCTION                 | <b>HUFF<br/>CONTRACTING</b>                 | KOCH<br>CONSTRUCTION                    | PETERS<br>CONSTRUCTION<br>CORP.                 | THE SAMUELS<br>GROUP, INC.                   | LARSON<br>CONSTRUCTION<br>CO.                     | WOODRUFF<br>CONSTRUCTION                 |
|                            |   |   |   | <b>APPARENT LOW</b>                         |   |   |  | <b>NO BIDS</b>                                    |  |

-43-







**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

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**To:** Mayor Brown and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director/Chief of Police  
**Date:** September 10, 2018  
**Re:** Special Event Related Requests

---

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

- (1) Street closure, Park Drive (Cedar Valley Cyclists King and Queen of the Mountain), September 29, 2018.





# MEMORANDUM

## CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 09/09/18

TO: Assistant Chief Berte  
FROM: Captain Jeff Sitzmann  
SUBJECT: Road Closure Request

*Approved  
JST*

Assistant Chief Berte,

Eric Penning has requested road closure for the 2000 block of Park Drive to the intersection with Oakland Ave on September 29<sup>th</sup> from 9:00AM until 12:00PM. Eric is the president of the Cedar Valley Cyclists and the group plans to host an event called the CVC King/Queen of the Mountain. Bikers will have to climb the Hill on Park Drive to compete against other bicyclists in timed events. The group has asked to close this portion of Park Drive but intends to man the barricades to allow local traffic access.

I have spoken to Eric and have learned of some safety measures they have planned to ensure safety for the bicyclists and residents. Eric is also aware of the fee involved in the use of city barricades needed for the event.

I recommend approval of the request as it is written. Safety is the top priority of the planners and the proceeds benefit the North Iowa Food Bank.

# Item G.1.c.

## Jeff Sitzmann

---

**From:** Craig Berte  
**Sent:** Wednesday, September 05, 2018 1:27 PM  
**To:** 'Eric Penning'  
**Cc:** Jeff Sitzmann  
**Subject:** RE: CVC King/Queen of the Moutain

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Eric,

This request e-mail looks good. Captain Sitzmann from 1<sup>st</sup> Shift Patrol will make contact with you to confirm the details and talk about the cost for official "road closed" barricades, etc. Good luck with your event. Craig

### **Craig R. Berte**

Assistant Director of Public Safety  
Assistant Chief of Police  
City of Cedar Falls



---

**From:** Eric Penning [<mailto:eonice33@gmail.com>]  
**Sent:** Wednesday, September 5, 2018 11:28 AM  
**To:** Craig Berte  
**Subject:** CVC King/Queen of the Moutain

To Whom it may concern,

Cedar Valley Cyclists is seeking City or Cedar falls Council approval for an event called CVC King and Queen of the Mountain. This is a fun end of the biking season hill climbing race benefiting the Northern Iowa Food Bank.

We will semi-close Park Drive from Lookout Park to the bottom of the hill at parking area near the bike trail. Making sure residents can come and go when its safe to do so. We will have CVC staff at the barricades and along that stretch of Park Dr to monitor for vehicles.

Participants will start (one at a time) at the bottom starting line by the parking lot next to the bike trail. Race their bicycles up the hill to the finish line. Helmets will be required to participate. This will be a timed event best time wins in different age and gender groups.

I anticipate and encourage spectators to line the race route to cheer on the racers.

Residents from the area and community are welcome to participate, watch/cheer and or donate to the Northeast Iowa Food Bank.

Entry into this event is 10.00 or 5 non perishable food items, all money is donated.

The date of this event is Saturday, September 29th, from 9am till noon.

**Eric Penning**  
**Cedar Valley Cyclists President**  
**(319)-239-1208**

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





**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

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**To:** Mayor Brown and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director/Chief of Police  
**Date:** September 13, 2018  
**Re:** Beer/Liquor License Applications

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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. 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.







DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Mayor Brown and City Council Members  
**FROM:** Lisa Roeding, Controller/City Treasurer  
**DATE:** September 11, 2018  
**SUBJECT:** Depository Resolution

The attached Depository Resolution is adding Great Western Bank with maximum depository limit of \$40,000,000. All other financial institutions will remain the same.

If you have any questions regarding this matter, please telephone Finance & Business Operations Director Jennifer Rodenbeck at 268-5108 or myself 268-5105. Thank you.

CC: Jennifer Rodenbeck, Finance & Business Operations Director



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION NAMING OFFICIAL DEPOSITORIES  
FOR THE CITY OF CEDAR FALLS, IOWA**

**WHEREAS**, the City Council of the City of Cedar Falls, Iowa, has considered approving the following list of financial institutions to be depositories of the City of Cedar Falls, in conformance with all applicable provisions of the Code of Iowa Chapter 12C (2013), 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 said list of financial institutions,

**NOW THEREFORE**, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the following list of financial institutions to be depositories of the City of Cedar Falls, is hereby approved and designated officials of the City of Cedar Falls are hereby authorized to deposit funds in amounts not to exceed the maximum approved for each respective financial institution as set forth below.

| <u>DEPOSITORY NAME</u>             | <u>LOCATION OF HOME OFFICE</u> | <u>MAXIMUM UNDER THIS RESOLUTION</u> | <u>MAXIMUM UNDER PRIOR RESOLUTION</u> |
|------------------------------------|--------------------------------|--------------------------------------|---------------------------------------|
| Banklowa                           | Waterloo                       | \$30,000,000                         | \$30,000,000                          |
| Collins Community Credit Union     | Cedar Rapids                   | 40,000,000                           | 40,000,000                            |
| Community Bank & Trust             | Waterloo                       | 30,000,000                           | 30,000,000                            |
| Farmers State Bank                 | Waterloo                       | 40,000,000                           | 40,000,000                            |
| First National Bank                | Cedar Falls                    | 30,000,000                           | 30,000,000                            |
| First Security State Bank          | Evansdale                      | 3,000,000                            | 3,000,000                             |
| Dupaco Community Credit Union      | Dubuque                        | 30,000,000                           | 30,000,000                            |
| Great Western Bank                 | Sioux Falls, SD                | 40,000,000                           | 0                                     |
| Lincoln Savings Bank               | Reinbeck                       | 30,000,000                           | 30,000,000                            |
| MidWestOne Bank                    | Iowa City                      | 30,000,000                           | 30,000,000                            |
| NXT Bank                           | Central City                   | 15,000,000                           | 15,000,000                            |
| Regions Bank                       | Birmingham, AL                 | 30,000,000                           | 30,000,000                            |
| University of Iowa Comm. Cr. Union | North Liberty                  | 30,000,000                           | 30,000,000                            |
| U.S. Bank N.A.                     | Des Moines                     | 30,000,000                           | 30,000,000                            |
| Veridian Credit Union              | Waterloo                       | 30,000,000                           | 30,000,000                            |
| Wells Fargo Bank                   | Des Moines                     | 50,000,000                           | 50,000,000                            |

**ADOPTED** this 17<sup>th</sup> day of September 2018.

\_\_\_\_\_  
James P. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**MEMORANDUM**

Financial Services Division

**TO:** Honorable Mayor James P. Brown and City Council Members  
**FROM:** Lisa Roeding, Controller/City Treasurer  
**DATE:** September 11, 2018  
**SUBJECT:** FY2018 Official Financial Report for Streets

Attached for your review is the State required FY2018 City Street Financial Report for the City of Cedar Falls. The report is based on actual FY2018 revenues and expenditures relative to various aspects of street operations, maintenance, construction, and debt service. The report is required to be adopted by resolution and forwarded to the Iowa Department of Transportation by September 30, 2018. Failure to submit the report may cause delay or suspension of future State payments of Road Use Tax Funds to the City of Cedar Falls.

If you have any questions regarding this matter, please contact me. Thank you.

Attachment

CC: Jennifer Rodenbeck, Director Finance & Business Operations



**IOWADOT**  
Form 517007 {5-2018}  
Office of Local Systems  
Ames, IA 50010

**City Street Financial Report**

|                   |
|-------------------|
| Report Generated  |
| 9/10/2018 2:33 PM |
| Fiscal Year       |
| 2018              |
| Page              |
| 1 of 12           |

|             |
|-------------|
| City Name   |
| CEDAR FALLS |
| City Number |
| 1187        |

**Cover Sheet**

Now therefore let it be resolved that the city council CEDAR FALLS, Iowa  
(City Name)  
On \_\_\_\_\_ did hereby approve and adopt the annual  
(month/day/year)

City Street Financial Report from July 1, 2017 to June 30, 2018  
(Year) (Year)

**Contact Information**

| Name                       | E-mail Address                  | Street Address  | city               | ZIP Code   |
|----------------------------|---------------------------------|-----------------|--------------------|------------|
| Jacqueline Danielsen       | jacque.danielsen@cedarfalls.com | 220 Clay Street | Cedar Falls        | 50613-0000 |
| Hours                      | Phone                           | Extension       | Phone(Alternative) |            |
| M-F, 8:00 a.m. - 5:00 p.m. | 319-273-8600                    | 0000005152      | 319-268-5152       |            |

**Preparer Information**

| Name         | E-mail Address              | Phone        | Extension  |
|--------------|-----------------------------|--------------|------------|
| Lisa Roeding | lisa.roeding@cedarfalls.com | 319-273-8600 | 0000005105 |

**Mayor Information**

| Name           | E-mail Address           | Street Address | city        | ZIP Code   |
|----------------|--------------------------|----------------|-------------|------------|
| James P. Brown | jim.brown@cedarfalls.com | 50613-0000     | Cedar Falls | 50613-0000 |
| Phone          | Extension                |                |             |            |
| 319-273-8600   | 0000005119               |                |             |            |

Resolution Number \_\_\_\_\_

\_\_\_\_\_  
Signature Mayor

\_\_\_\_\_  
Signature City Clerk

# Item G.2.b.

**IOWA DOT**  
 Form 517007 {5-2018}  
 Office of Local Systems  
 Ames, IA 50010

## City Street Financial Report

|                   |
|-------------------|
| Report Generated  |
| 9/10/2018 2:33 PM |
| Fiscal Year       |
| 2018              |
| Page              |
| 2 of 12           |

|             |
|-------------|
| City Name   |
| CEDAR FALLS |
| City Number |
| 005         |

### Summary Statement Sheet

Column 1    Column 2    Column 3    Column 4  
 Road use    Other Street    Street Debt    Totals  
 Tax Fund    Monies

Round Figures to Nearest Dollars

| A. BEGINNING BALANCE                            |              |              |              |              |
|---|--------------|--------------|--------------|--------------|
|   | Column 1     | Column 2     | Column 3     | Column 4     |
|   | Road use     | Other Street | Street Debt  | Totals       |
|   | Tax Fund     | Monies       |              |              |
| 1. July 1 Balance                               | \$7,219,821  | \$20,260,150 | \$3,084,181  | \$30,564,152 |
| 2. Adjustments<br>(Note on Explanation Sheet)   | \$0          | \$3,084,181  | -\$3,084,181 | \$0          |
| 3. Adjusted Balance                             | \$7,219,821  | \$23,344,331 | \$0          | \$30,564,152 |
| B. REVENUES                                     |              |              |              |              |
|   | Column 1     | Column 2     | Column 3     | Column 4     |
|   | Road Use Tax | Other Street | Street Debt  | Totals       |
| 1. Road Use Tax                                 | \$5,009,572  |              |              | \$5,009,572  |
| 2. Property Taxes                               |              | \$0          | \$500,230    | \$500,230    |
| 3. Special Assessments                          |              | \$0          | \$0          | \$0          |
| 4. Miscellaneous                                |              | \$10,668,029 | \$0          | \$10,668,029 |
| 5. Proceeds from Bonds, Notes, and Loans        |              | \$0          | \$0          | \$0          |
| 6. Interest Earned                              |              | \$197,077    | \$0          | \$197,077    |
| 7. Total Revenues<br>(Lines B1 thru B6)         | \$5,009,572  | \$10,865,106 | \$500,230    | \$16,374,908 |
| C. Total Funds Available<br>(Line A3 + Line B7) |              |              |              |              |
|   | \$12,229,393 | \$34,209,437 | \$500,230    | \$46,939,060 |

Column 1    Column 2    Column 3    Column 4  
 Road use    Other Street    Street Debt    Totals  
 Tax Fund    Monies

Round Figures to Nearest Dollars

| EXPENSES   |              |              |             |              |
|--|--------------|--------------|-------------|--------------|
|  | Column 1     | Column 2     | Column 3    | Column 4     |
|  | Road use     | Other Street | Street Debt | Totals       |
|  | Tax Fund     | Monies       |             |              |
| D. Maintenance                                   |              |              |             |              |
| 1. RoadWay Maintenance                           | \$2,210,621  | \$0          | \$0         | \$2,210,621  |
| 2. Snow and Ice Removal                          | \$644,198    | \$0          | \$0         | \$644,198    |
| E. Construction, Reconstruction and Improvements |              |              |             |              |
| 1. Engineering                                   | \$0          | \$1,576,857  | \$0         | \$1,576,857  |
| 2. Right of Way Purchased                        | \$0          | \$538,775    | \$0         | \$538,775    |
| 3. Street/Bridge Construction                    | \$706,564    | \$17,429,839 | \$0         | \$18,136,403 |
| 4. Traffic Services                              | \$200,373    | \$0          | \$0         | \$200,373    |
| F. Administration                                |              |              |             |              |
|  | \$190,400    | \$0          | \$0         | \$190,400    |
| G. Equipment                                     |              |              |             |              |
|  | \$310,121    | \$0          | \$0         | \$310,121    |
| H. Miscellaneous                                 |              |              |             |              |
|  |              | \$0          | \$0         | \$0          |
| J. street Debt                                   |              |              |             |              |
| 1. Bonds, Notes and Loans -Principal Paid        | \$0          | \$0          | \$441,963   | \$441,963    |
| 2. Bonds, Notes and Loans - Interest Paid        | \$0          | \$0          | \$58,267    | \$58,267     |
| TOTALS   |              |              |             |              |
| K. Total Expenses<br>(Lines D thru J)            | \$4,262,277  | \$19,545,471 | \$500,230   | \$24,307,978 |
| L. Ending Balance<br>(Line C-K)                  | \$7,967,116  | \$14,663,966 | \$0         | \$22,631,082 |
| M. Total Funds Accounted For<br>(K + L = C)      | \$12,229,393 | \$34,209,437 | \$500,230   | \$46,939,060 |



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**Miscellaneous Revenues and Expenses Sheet**

| Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions) | Column 2<br>Other Street Monies | Column 3<br>Street Debt |
|--|---------------------------------|-------------------------|
| 112---Utility Revenue  | \$159,093.00                    | \$0.00                  |
| 123---Various State Grants   | \$2,567,860.00                  | \$0.00                  |
| 125---City Highway Bridge Program  | \$85,095.00                     | \$0.00                  |
| 170---Reimbursements (misc.)   | \$1,683,796.00                  | \$0.00                  |
| 174---Sales Tax / Local Option   | \$4,770,023.00                  | \$0.00                  |
| 195---Tax Increment Financing (TIF)  | \$1,402,162.00                  | \$0.00                  |
| <b>Line B4 Totals</b>  | <b>\$10,668,029.00</b>          | <b>\$0.00</b>           |

| Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees, bond fees etc. (See Instructions) | Column 2<br>Other Street Monies | Column 3<br>Street Debt |
|--|---------------------------------|-------------------------|
| <b>Line H Totals</b>   |                                 |                         |

# Item G.2.b.

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### Bonds, Notes and Loans Sheet

| New Bond ?               | Debt Type          | Debt Purpose          | DOT Use Only | Issue Date | Issue Amount | % Related to Street | Year Due      | Principal Balance as of 7/1 | Total Principal Paid | Total Interest Paid | Principal Roads  | Interest Roads  | Principal Balance as of 6/30 |
|--------------------------|--------------------|-----------------------|--------------|------------|--------------|---------------------|---------------|-----------------------------|----------------------|---------------------|------------------|-----------------|------------------------------|
| <input type="checkbox"/> | General Obligation | Paving & Construction | 301          | 04/28/2008 | \$1,100,000  | 100                 | 2018          | \$93,630                    | \$93,630             | \$1,732             | \$93,630         | \$1,732         | \$0                          |
| <input type="checkbox"/> | General Obligation | Paving & Construction | 302          | 04/23/2012 | \$424,537    | 100                 | 2018          | \$48,591                    | \$48,591             | \$583               | \$48,591         | \$583           | \$0                          |
| <input type="checkbox"/> | General Obligation | Paving & Construction | 306          | 12/23/2009 | \$1,415,000  | 100                 | 2024          | \$736,293                   | \$141,911            | \$24,708            | \$141,911        | \$24,708        | \$594,382                    |
| <input type="checkbox"/> | General Obligation | Paving & Construction | 307          | 07/19/2016 | \$2,001,000  | 100                 | 2026          | \$1,717,549                 | \$157,831            | \$31,244            | \$157,831        | \$31,244        | \$1,559,718                  |
| <b>New Bond Totals</b>   |                    |                       |              |            | <b>\$0</b>   | <b>\$0</b>          | <b>Totals</b> | <b>\$2,596,063</b>          | <b>\$441,963</b>     | <b>\$58,267</b>     | <b>\$441,963</b> | <b>\$58,267</b> | <b>\$2,154,100</b>           |

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**Project Final Costs Sheet**

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

Check here if there are no entities for this year

**Project Final Costs Sheet (Section A)**

| 1. Project Number | 2. Estimated Cost | 3. Project Type | 4. Public Letting? | 5. Location/Project Description (limits, length, size of structure)                      |
|-------------------|-------------------|-----------------|--------------------|--|
| RC-000-3119       | \$1,705,018       | RDWY            | Yes                | PCC Recon. 3379 L.f. on 4 streets  |
| RS-000-3125       | \$1,287,148       | RDWY            | Yes                | HMA Restoration, underground, curb & gutter; restoration, overlay; cold in place overlay |
| SC-000-3137       | \$89,382          | SURF            | Yes                | Seal Coat 10 Streets   |
| RC-000-3114       | \$6,828,992       | RDWY            | Yes                | University Avenue Ph II reconstruction   |
| RC-000-3140       | \$2,252,875       | RDWY            | Yes                | University Avenue Stage 3 reconstruction   |

**Project Final Costs Sheet (Section B)**

| 1. Project Number | 6. Contractor Name         | 7. Contract Price | 8. Additions/Deductions | 9. Labor | 10. Equipment | 11. Materials | 12. Overhead | 13. Total   |
|-------------------|----------------------------|-------------------|-------------------------|----------|---------------|---------------|--------------|-------------|
| RC-000-3119       | Peterson Contractors, Inc. | \$1,686,480       | -\$32,347               | \$0      | \$0           | \$0           | \$0          | \$1,654,133 |
| RS-000-3125       | Aspro, Inc.                | \$1,248,445       | -\$20,733               | \$0      | \$0           | \$0           | \$0          | \$1,227,712 |
| SC-000-3137       | Blacktop Services Company  | \$79,998          | \$0                     | \$0      | \$0           | \$0           | \$0          | \$79,998    |
| RC-000-3114       | Peterson Contractors, Inc. | \$5,753,223       | -\$41,942               | \$0      | \$0           | \$0           | \$0          | \$5,711,281 |
| RC-000-3140       | Peterson Contractors, Inc. | \$1,911,410       | \$10,530                | \$0      | \$0           | \$0           | \$0          | \$1,921,940 |

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### Road/Street Equipment Inventory Sheet

| 1. Local Class I.D. # | 2. Model Year | 3. Description                             | 4. Purchase Cost | 5. Lease Cost | /Unit | 6. Rental Cost | /Unit | 7. Used On Project this FY? | 8. Status |
|-----------------------|---------------|--|------------------|---------------|-------|----------------|-------|-----------------------------|-----------|
| 702                   | 1998          | Chevrolet 1/2 ton Pickup                   | \$10,000         | \$0           |       | \$0            |       | No                          | NOCH      |
| 770                   | 1992          | GMC Topkick Service Truck                  | \$23,500         | \$0           |       | \$0            |       | No                          | JUNK      |
| 771                   | 2010          | Ford F350 Truck                            | \$29,575         | \$0           |       | \$0            |       | No                          | NOCH      |
| 20210                 | 2012          | Wanco Arrowboard                           | \$5,495          | \$0           |       | \$0            |       | No                          | NOCH      |
| 247                   | 2014          | Freightliner 108 w/plow/box/sander PW03125 | \$129,357        | \$0           |       | \$0            |       | No                          | NOCH      |
| 248                   | 2014          | Freightliner 108 w/plow/box/sander PW03130 | \$130,107        | \$0           |       | \$0            |       | No                          | NOCH      |
| 230                   | 2014          | 1-ton Dump Truck PW03127                   | \$49,854         | \$0           |       | \$0            |       | No                          | NOCH      |
| 2041                  | 2007          | Vari-Tech Brine Trailer                    | \$4,670          | \$0           |       | \$0            |       | No                          | NOCH      |
| 20196                 | 1998          | Ingersol-Rand Air Compressor               | \$10,000         | \$0           |       | \$0            |       | No                          | NOCH      |
| 20200                 | 2008          | Warnco Arrowboard                          | \$15,000         | \$0           |       | \$0            |       | No                          | NOCH      |
| 20199                 | 2007          | Trafcon Arrowboard                         | \$15,000         | \$0           |       | \$0            |       | No                          | NOCH      |
| 20110                 | 2007          | Wacker Asphalt Roller                      | \$32,000         | \$0           |       | \$0            |       | No                          | NOCH      |
| 293                   | 2007          | Elgin Pelican Street Sweeper               | \$107,000        | \$0           |       | \$0            |       | No                          | NOCH      |
| 202                   | 2006          | F250 Pickup                                | \$22,070         | \$0           |       | \$0            |       | No                          | TRAD      |
| 20173                 | 2005          | Target Pro 66 Concrete Saw                 | \$16,100         | \$0           |       | \$0            |       | No                          | NOCH      |
| 20194                 | 1996          | Concrete Crack Saw                         | \$6,999          | \$0           |       | \$0            |       | No                          | NOCH      |
| 231                   | 1999          | 1-ton Ford Dump Truck                      | \$23,265         | \$0           |       | \$0            |       | No                          | NOCH      |
| 233                   | 2000          | 1-ton Ford Dump Truck                      | \$23,265         | \$0           |       | \$0            |       | No                          | NOCH      |
| 240                   | 2002          | 2-ton Freightliner Dump Truck              | \$69,920         | \$0           |       | \$0            |       | No                          | NOCH      |

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**Road/Street Equipment Inventory Sheet**

| 1. Local Class I.D. # | 2. Model Year | 3. Description  | 4. Purchase Cost | 5. Lease Cost | /Unit | 6. Rental Cost | /Unit | 7. Used On Project this FY? | 8. Status |
|-----------------------|---------------|---|------------------|---------------|-------|----------------|-------|-----------------------------|-----------|
| 241                   | 2003          | 2-ton Sterling Dump Truck                               | \$66,075         | \$0           |       | \$0            |       | No                          | NOCH      |
| 243                   | 2003          | 2-ton Sterling Dump Truck                               | \$66,075         | \$0           |       | \$0            |       | No                          | NOCH      |
| 263                   | 1998          | 2-ton International Dump Truck                          | \$71,927         | \$0           |       | \$0            |       | No                          | NOCH      |
| 252                   | 1983          | Ford Street Flusher                                     | \$20,980         | \$0           |       | \$0            |       | No                          | NOCH      |
| 2042                  | 2007          | Vari-Tech Brine Trailer                                 | \$4,670          | \$0           |       | \$0            |       | No                          | NOCH      |
| 260                   | 1986          | John Deere 570A Grader                                  | \$91,500         | \$0           |       | \$0            |       | No                          | NOCH      |
| 264                   | 2016          | 2-ton Frieghtliner dump truck w/plow/box sander PW03158 | \$139,759        | \$0           |       | \$0            |       | No                          | NOCH      |
| 271                   | 1989          | John Deere 544E Loader                                  | \$46,500         | \$0           |       | \$0            |       | No                          | NOCH      |
| 275                   | 1992          | 2-ton International Dump Truck                          | \$42,236         | \$0           |       | \$0            |       | No                          | NOCH      |
| 276                   | 1992          | 2-ton International Dump Truck                          | \$42,236         | \$0           |       | \$0            |       | No                          | NOCH      |
| 277                   | 1992          | 2-ton International Dump Truck                          | \$42,236         | \$0           |       | \$0            |       | No                          | NOCH      |
| 278                   | 1992          | 2-ton International Dump Truck                          | \$42,236         | \$0           |       | \$0            |       | No                          | NOCH      |
| 268                   | 2001          | 2-ton International Dump Truck                          | \$41,975         | \$0           |       | \$0            |       | No                          | NOCH      |
| 281                   | 1992          | John Deere 544E Loader                                  | \$69,100         | \$0           |       | \$0            |       | No                          | NOCH      |
| 269                   | 1998          | 2-ton International Dump Truck                          | \$63,516         | \$0           |       | \$0            |       | No                          | NOCH      |
| 280                   | 2002          | John Deere 544H Loader                                  | \$80,401         | \$0           |       | \$0            |       | No                          | NOCH      |
| 283                   | 1997          | Hook Truck - Freightliner Chassis                       | \$9,100          | \$0           |       | \$0            |       | No                          | NOCH      |
| 284                   | 2015          | Pro Patch Hotpatch - Freightliner PW03126               | \$126,557        | \$0           |       | \$0            |       | No                          | NOCH      |
| 285                   | 1996          | John Deere 310 Backhoe                                  | \$28,400         | \$0           |       | \$0            |       | No                          | NOCH      |
| 286                   | 2002          | John Deere 260 Skidsteer                                | \$35,098         | \$0           |       | \$0            |       | No                          | NOCH      |

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### Road/Street Equipment Inventory Sheet

| 1. Local Class I.D. # | 2. Model Year | 3. Description                              | 4. Purchase Cost | 5. Lease Cost | /Unit | 6. Rental Cost | /Unit | 7. Used On Project this FY? | 8. Status |
|-----------------------|---------------|---|------------------|---------------|-------|----------------|-------|-----------------------------|-----------|
| 292                   | 1989          | John Deere 2355 Tractor-Mower               | \$18,000         | \$0           |       | \$0            |       | No                          | NOCH      |
| 294                   | 2002          | John Deere 672 Grader                       | \$131,806        | \$0           |       | \$0            |       | No                          | NOCH      |
| 295                   | 1986          | Intn'tl CrewCab Crack Seal Compressor/Truck | \$27,747         | \$0           |       | \$0            |       | No                          | NOCH      |
| 296                   | 2014          | Chevrolet Express 3500                      | \$26,800         | \$0           |       | \$0            |       | No                          | NOCH      |
| 20197                 | 2004          | Crafcoc Crack Sealer                        | \$16,500         | \$0           |       | \$0            |       | No                          | NOCH      |
| 244                   | 2004          | 2-ton Freightliner Dump Truck               | \$46,525         | \$0           |       | \$0            |       | No                          | NOCH      |
| 235                   | 2004          | 1-ton Dump Truck                            | \$23,763         | \$0           |       | \$0            |       | No                          | NOCH      |
| 236                   | 2005          | 1-ton Dump Truck                            | \$23,960         | \$0           |       | \$0            |       | No                          | NOCH      |
| 245                   | 2005          | 2-ton Sterling Dump Truck                   | \$45,435         | \$0           |       | \$0            |       | No                          | NOCH      |
| 297                   | 2014          | Freightliner M2106 Elgin Crosswind          | \$191,550        | \$0           |       | \$0            |       | No                          | NOCH      |
| 232                   | 2001          | F350 Ford 1-Ton Utility / Service Body      | \$18,593         | \$0           |       | \$0            |       | No                          | NOCH      |
| 237                   | 2002          | F350 Ford 1-Ton Dump Truck                  | \$22,593         | \$0           |       | \$0            |       | No                          | NOCH      |
| 238                   | 2006          | F350 Ford 1-Ton Utility / Service Body      | \$16,162         | \$0           |       | \$0            |       | No                          | NOCH      |
| 242                   | 2007          | 2-Ton Freightliner Dump Truck               | \$52,839         | \$0           |       | \$0            |       | No                          | NOCH      |
| 287                   | 2006          | John Deere 544J Endloader                   | \$127,655        | \$0           |       | \$0            |       | No                          | NOCH      |
| 288                   | 1995          | John Deere 310 Backhoe                      | \$51,500         | \$0           |       | \$0            |       | No                          | NOCH      |
| 239                   | 2008          | F450 1 Ton Truck                            | \$47,501         | \$0           |       | \$0            |       | No                          | NOCH      |
| 261                   | 2007          | 2 Ton International Dump Truck              | \$95,498         | \$0           |       | \$0            |       | No                          | NOCH      |
| 266                   | 2007          | 2 Ton International Dump Truck              | \$95,498         | \$0           |       | \$0            |       | No                          | NOCH      |
| 291                   | 2006          | Cat M322 Excavator                          | \$178,977        | \$0           |       | \$0            |       | No                          | NOCH      |

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**Road/Street Equipment Inventory Sheet**

| 1. Local Class I.D. # | 2. Model Year | 3. Description                              | 4. Purchase Cost | 5. Lease Cost | /Unit | 6. Rental Cost | /Unit | 7. Used On Project this FY? | 8. Status |
|-----------------------|---------------|---|------------------|---------------|-------|----------------|-------|-----------------------------|-----------|
| 298                   | 1982          | Arrow Dorp Hammer Pavement Breaker          | \$6,000          | \$0           |       | \$0            |       | No                          | NOCH      |
| 289                   | 2008          | Cat Skid Steer 25782                        | \$27,200         | \$0           |       | \$0            |       | No                          | NOCH      |
| 246                   | 2010          | 2-Ton International Dump Truck              | \$94,948         | \$0           |       | \$0            |       | No                          | NOCH      |
| 267                   | 2009          | 2-Ton International Dump Truck              | \$108,220        | \$0           |       | \$0            |       | No                          | NOCH      |
| 20203                 | 2010          | Minnich Dowel Drill                         | \$6,850          | \$0           |       | \$0            |       | No                          | NOCH      |
| 2046                  | 2000          | Brush Bandit 250XP Wood Chipper             | \$2,000          | \$0           |       | \$0            |       | No                          | TRAD      |
| 2043                  | 2008          | SNOGO Blower                                | \$76,265         | \$0           |       | \$0            |       | No                          | NOCH      |
| 20198                 | 2007          | Trafcon Arrowboard                          | \$15,000         | \$0           |       | \$0            |       | No                          | NOCH      |
| 20174                 | 2009          | Husqvarna Concrete Saw                      | \$21,680         | \$0           |       | \$0            |       | No                          | NOCH      |
| 2045                  | 2003          | TARCO Leaf Blower                           | \$22,597         | \$0           |       | \$0            |       | No                          | NOCH      |
| 20209                 | 2013          | Zanetis Asphalt Grinder                     | \$12,372         | \$0           |       | \$0            |       | No                          | NOCH      |
| 2044                  | 2001          | Wausau Snow Blower                          | \$63,000         | \$0           |       | \$0            |       | No                          | NOCH      |
| 20206                 | 2011          | Snow Pusher 8 ft.                           | \$3,446          | \$0           |       | \$0            |       | No                          | NOCH      |
| 2007                  | 2011          | Snow Pusher 10 ft.                          | \$3,333          | \$0           |       | \$0            |       | No                          | NOCH      |
| 20208                 | 2011          | Snow Pusher 10 ft.                          | \$3,333          | \$0           |       | \$0            |       | No                          | NOCH      |
| 671                   | 2006          | Ford LCF; road line painting machine (6002) | \$65,500         | \$0           |       | \$0            |       | No                          | NOCH      |
| 265                   | 2012          | 2-ton Freightliner Dumptruck                | \$127,824        | \$0           |       | \$0            |       | No                          | NOCH      |
| 319                   | 2002          | Mitsubishi Forklift                         | \$19,000         | \$0           |       | \$0            |       | No                          | NOCH      |
| 601                   | 2013          | Ford F150 Pickup                            | \$30,294         | \$0           |       | \$0            |       | No                          | NOCH      |
| 670                   | 2008          | Ford F550 Aerial Lift                       | \$82,533         | \$0           |       | \$0            |       | No                          | NOCH      |

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### Road/Street Equipment Inventory Sheet

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|-----------------------|---------------|--------------------------------|------------------|---------------|-------|----------------|-------|-----------------------------|-----------|
| 701                   | 2013          | Ford F150 Pickup               | \$26,506         | \$0           |       | \$0            |       | No                          | NOCH      |
| 290                   | 2011          | John Deere 544K Endloader      | \$146,400        | \$0           |       | \$0            |       | No                          | NOCH      |
| 262                   | 2010          | 2-Ton Freightliner Dump Truck  | \$121,439        | \$0           |       | \$0            |       | No                          | NOCH      |
| 622                   | 2007          | Sign Truck Ford                | \$34,740         | \$0           |       | \$0            |       | No                          | NOCH      |
| 20195                 | 2008          | Sullair 185 DPQ Air Compressor | \$11,595         | \$0           |       | \$0            |       | No                          | NOCH      |
| 20161                 | 2005          | B&B Tilt Flatbed Trailer       | \$11,600         | \$0           |       | \$0            |       | No                          | NOCH      |
| 20201                 | 2007          | Dura Patch Hot Patch           | \$57,000         | \$0           |       | \$0            |       | No                          | NOCH      |
| 20202                 | 2007          | Vactron VAC394                 | \$37,490         | \$0           |       | \$0            |       | No                          | NOCH      |
| 201                   | 2017          | Ford F250                      | \$30,687         | \$0           |       | \$0            |       | No                          | NOCH      |
| 234                   | 2017          | Ford F550 Dump Truck           | \$87,677         | \$0           |       | \$0            |       | No                          | NOCH      |
| 2047                  | 2013          | Dura Tank 1000TT               | \$23,794         | \$0           |       | \$0            |       | No                          | NOCH      |
| 202                   | 2018          | Ford F250 Pickup               | \$36,907         | \$0           |       | \$0            |       | No                          | NEW       |
| 2196                  | 2010          | Vermeer BC1500 Chipper         | \$22,200         | \$0           |       | \$0            |       | No                          | NEW       |
| 299                   | 2017          | Bobcat E351 Mini Excavator     | \$52,536         | \$0           |       | \$0            |       | No                          | NEW       |
| 270                   | 2018          | Freightliner 2-ton dump truck  | \$155,040        | \$0           |       | \$0            |       | No                          | NEW       |
| 204                   | 2018          | Ford F250 3/4 ton pick up      | \$32,694         | \$0           |       | \$0            |       | No                          | NEW       |



  
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### Explanation Sheet

Comments  
Moved FY2017 Street Debt carry forward balance of \$3,084,182 to Other Street Monies; Other Street Monies adjusted balance for 7/1/18 is \$23,344,331. After attending a training session in August 2018 having the carry forward balance all together for Other Street Monies and Street Debt will help with record keeping.

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| <b>Fiscal Year</b>      |
| <b>2018</b>             |
| <i>Page</i>             |
| <b>12 of 12</b>         |

## Monthly Payment Sheet

| Month         | Road Use tax Payments |
|---------------|-----------------------|
| July          | \$508,682.71          |
| August        | \$525,723.85          |
| September     | \$513,332.01          |
| October       | \$337,491.31          |
| November      | \$453,505.29          |
| December      | \$393,249.40          |
| January       | \$327,544.62          |
| February      | \$551,978.44          |
| March         | \$349,666.90          |
| April         | \$190,949.31          |
| May           | \$471,606.94          |
| June          | \$385,841.04          |
| <b>Totals</b> | <b>\$5,009,571.82</b> |



206 Main Street, Suite B  
Cedar Falls, IA 50613

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

2018-2019  
Board of Directors:  
Ty Kimble - Chair  
Dan Lynch  
Crystal Ford  
Jess Marsh  
Audrey Dodd  
Matt Dunning  
Wynette Froehner  
Amy Mohr  
Clark Rickard  
Stephanie Sheetz  
Julie Shimek  
Brad Strouse  
Pam Taylor  
Tony Tomlyanovich  
Dawn Wilson

Liaisons:  
LeaAnn Saul- Past Chair  
Craig Berte  
Cary Darrah  
Carrie Eilderts  
Linda Laylin  
Kim Manning  
Jessica Rucker  
Kathryn Sogard

September 13, 2018

Ms. Jennifer Rodenbeck  
Finance Manager/City Clerk  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

Re: Downtown Cedar Falls Self-Supported Municipal Improvement District

Dear Ms. Rodenbeck:

The downtown SSMID was originally established in 1987 with the purpose to provide funding for Community Main Street, Inc. (CMS). Downtown property owners have opted to renew SSMID, as required by the State statute, every five years since inception with the intent to continue financial support of CMS.

Community Main Street has initiated the renewal process to continue the established SSMID. Pending this renewal, provisions of the SSMID district for the period of July 1, 2017 and ending June 30, 2022, Cedar Falls Community Main Street is responsible to determine the SSMID millage rate each year. CMS would propose that the SSMID collected for the 2019/2020 fiscal year at the rate of \$3.89 per \$1000 of assessed property value for commercial properties within the district. This rate provides funding equal to the previous SSMID period.

Please feel free to contact me at 277-0213 if you have any questions. Thank you.

Sincerely,

Carol Lilly, Director  
Community Main Street, Inc.







**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 11, 2018  
**SUBJECT:** Purchase of New Agenda Management Software

The City's current agenda management software, SIRE, was sold to Hyland in 2012. At that time, Hyland decided to continue support, but decided against any additional updates to it. As the technology progresses around it, SIRE is fast becoming obsolete. It is currently running on a server that is no longer supported. Therefore, we felt it best to investigate options to upgrade the agenda management software this year to replace SIRE before the maintenance agreement expires in December.

We attended webinars on multiple agenda management vendors to investigate options. Here are the quotes that we received:

| Vendor                      | Cost  |
|-----------------------------|---|
| Municode                    | \$5,600 / year maintenance 1-4 years, 5% increase beyond<br>*includes video streaming using YouTube channel                 |
| CivicClerk                  | \$7,200 / year maintenance<br>\$10,850 implementation and 1st year maintenance<br>*additional cost for video streaming      |
| Navient/Hyland Migrate SIRE | \$8,048 / year maintenance<br>\$19,650 for purchase<br>*additional cost for video streaming                                 |
| Granicus                    | \$7,920 first year maintenance (\$8,500 2nd yr, \$9,067 3rd yr)<br>\$5,750 purchase<br>*additional cost for video streaming |

After attending demos and scoring the two lowest cost products, we are recommending changing the agenda management software to Municode. This option will utilize Channel 15's YouTube channel to stream the meetings at no additional cost. City staff will continue to time stamp meeting video, although these services can be provided by Municode at an additional cost.

The agreement has been reviewed by City Attorney Rogers and is attached for your approval.

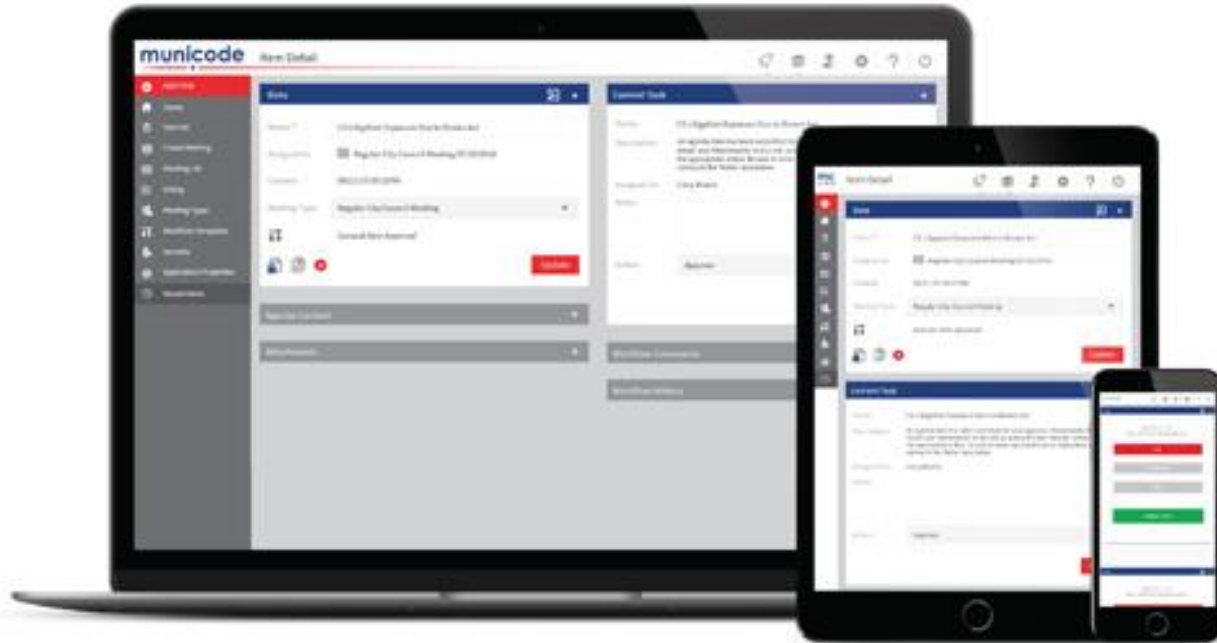
If you have any questions or concerns regarding this purchase, please feel free to contact me at 268-5111.

Attachments: Municode Meetings Quote Cedar Falls Iowa



# MEETING & AGENDA MANAGEMENT

Quote: Cedar Falls, Iowa



**municode**  
★  
CONNECTING YOU & YOUR COMMUNITY



**Leon Rogers**

PO Box 2235 Tallahassee, FL 32316  
850.692.7708 [leon@municode.com](mailto:leon@municode.com)

## INTRODUCTION LETTER

August 13, 2018

Julie Sorenson  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

Dear Julie:

Thank you for the opportunity to present Cedar Falls with our quote for online meeting and agenda management services. Our Municode MEETINGS solution will streamline your process to create, approve and post meeting agendas and minutes.

Municode has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties and other local government agencies for over sixty-five years continually striving to make your job easier. When it comes to the meeting management process, our solution is simple and straight-forward, yet robust enough to satisfy the needs of our largest municipalities.

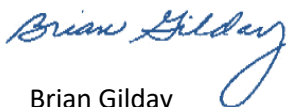
We are also working on an exciting product roadmap to seamlessly integrate Municode MEETINGS with our suite of online municipal solutions. In the not-too-distant-future, our Municode MEETINGS solution will integrate with Municode WEB. Meetings created in Municode MEETINGS will auto-post to your Municode WEB website calendar. This integration will also include unified search – your meeting agendas and minutes will be searchable directly from the website, with our industry leading search engine. This feature will make it easy and simple for your citizens and staff to find the information they need.

We are also building a powerful integration that will enable you to mark ordinance agenda items as ‘approved’ within Municode MEETINGS and have them auto-scheduled for supplementation and publishing to your Municode NEXT Online Code of Ordinances.

These are just a few of the innovative integrations and features that we will be rolling out over the coming months.

We are thrilled at the opportunity to partner with Cedar Falls on such an important initiative.

Sincerely,



Brian Gilday

President, Municode WEB



## MEETING MANAGEMENT FEATURES

### Base Features

- ★ Unlimited Meetings
- ★ Unlimited Meeting Agenda Templates
- ★ Unlimited Users
- ★ Meeting Storage for 10 years
- ★ Create Meetings
- ★ Submit/Add Agenda Items
- ★ Attach agenda item files
- ★ Create Agendas
- ★ Create Agenda Packets
- ★ Approve Items with Approval Workflow
- ★ Create Meeting Minutes
- ★ Automatically Publishing to the Web – Agenda, Agenda Packet, Minutes
- ★ Self-service video time stamping – you can add timestamps of your meeting agenda items to your YouTube meeting videos
- ★ Voting/Roll Call
- ★ Integration with Municode Web website calendar (coming soon)
- ★ 99.9% up-time guarantee, telephone support 8AM-8PM Eastern
- ★ Email support with one-hour response time during working hours
- ★ Emergency 24x7 support
- ★ Up to 3 hours of webinar refresher training per year

## SERVICE AND SUPPORT

### 🏆 Guaranteed Uptime

We will guarantee service uptime of 99.99%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

### 📞 24x7 Customer support:

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

### 🔒 Security upgrades:

We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

### 📊 Site Monitoring and Site Recovery:

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

# Item G.2.d.

## FEES

### Annual Subscription

**\$5,600 per year**

### One-time Project Setup

**no charge**

- Configure Boards/Committees/Commissions
- Configure Meeting Agenda Templates
- Setup Users, Roles, and Permissions
- Conduct initial training – web teleconference

### Additional Options

- “Hands free” YouTube Video time stamping (up to 36 meetings) \$1,800 per year

## PAYMENT SCHEDULE

### Year 1

- |   |                |
|---|----------------|
| • Sign contract   | \$0            |
| • Configure system and complete initial training (annual subscription begins) | <u>\$5,600</u> |
| Total   | \$5,600        |

### Years 2-4

- \$5,600 per year

### Years 5+

- Annual subscription increases in year 5 by five percent. It increases in subsequent years according to the prevailing consumer price index (CPI).

This quote is valid for a period of ninety (90) days.

## SERVICES AGREEMENT

This agreement ("AGREEMENT") is entered between Cedar Falls, Iowa ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

- 1. Term of AGREEMENT.** This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice
- 2. Compensation.** It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.
- 3. Scope of Services.** CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.
- 4. Integration.** This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.
- 5. Warranty.** CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.
- 6. Liability.** CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.
- 7. Termination.** This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.
- 8. Independent Contractor.** CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.
- 9. Confidentiality.** (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

## Item G.2.d.

(b) Obligation of Confidentiality. During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

**10. Assignment.** Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

**11. Cooperative Purchasing.** CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

**12. Governing Law.** This AGREEMENT shall be governed and construed in accordance with the laws of the State of Iowa without resort to any jurisdiction's conflicts of law, rules or doctrines.

Submitted by:

Municipal Code Corporation

By: Brian Gilder

Title: President, Municode WEB

Accepted by:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

---

**To: Mayor and City Council**  
**From:** Jeff Olson, Public Safety Director/Chief of Police  
**Date:** August 28, 2018  
**Re: Consolidated Communications Agreement**

---

Attached you will find a revised Consolidated Public Safety Communications 28E Agreement. A similar agreement is currently in place and governs the operation of the consolidated county wide dispatch center. This new agreement has some minor changes in the billing process. The bills had been routed from dispatch to Emergency Management then to Black Hawk County for payment. The bills are routed from dispatch directly to County for payment.

I recommend approval of the agreement.



**CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS 28E AGREEMENT**

ARTICLES of 28E AGREEMENT made and entered into this 1<sup>st</sup> day of August, 2018, by and between the parties, Black Hawk County, hereafter referred to as "County"; the City of Waterloo, hereafter referred to as "Waterloo"; the City of Cedar Falls, hereafter referred to as "Cedar Falls"; the City of Evansdale, hereafter referred to as "Evansdale"; the City of Hudson, hereafter referred to as "Hudson"; the City of La Porte City, hereafter referred to as "La Porte"; the City of Dunkerton, hereafter referred to as "Dunkerton"; and the City of Gilbertville, hereafter referred to as "Gilbertville"; or such of them as may become signatories hereto.

**IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

**ARTICLE 1: PURPOSE**

For the purpose of gaining economy of operations while maintaining improving, and coordinating the professional dispatching of public safety services in Black Hawk County, the Consolidated Public Safety Communications Center, hereafter referred to as the "Center" is hereby created. The Center shall be operated and maintained pursuant to this Agreement and shall provide dispatch and communications services to all participating government agencies in Black Hawk County.

**ARTICLE 2: PLACE OF OPERATION**

The Center shall be housed at County expense in a facility provided by Black Hawk County. However, utilities. Cleaning, remodeling and such other expense attributable to the Center operations will be prorated among the parties.

**ARTICLE 3: LEGAL STATUS**

No separate legal entity under Iowa law is created nor is any obligation incurred by the participating parties other than those specified in this Agreement or as may be added by amendment properly executed in the manner hereafter provided. This Agreement is intended to obligate the participants pursuant to Chapter 28E of the Code of Iowa.

**ARTICLE 4. COMMENCEMENT OF OPERATIONS**

Center operations shall commence on a date determined by the Center Board. Start-up costs and costs incurred in implementing this Agreement shall be advanced by the County and reimbursed according to the formula set out in this Agreement if some or all of the funding anticipated has not yet been received at time of commencement. The entities providing the funds shall be reimbursed proportionately.

**ARTICLE 5: DURATION**

The duration and existence of this Agreement shall be for a period of one year with automatic renewal unless terminated by the parties according to the terms of the Agreement hereafter provided. The attached assessments shall be reviewed every three years.

## **Item G.2.e.**

### **ARTICLE 6: CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS CENTER BOARD**

**SECTION 1:** There is hereby created a Consolidated Public Safety Communications Center Board, herein referred to as the Center Board, which shall be operated pursuant to this Agreement.

**SECTION 2:** An eleven-member Public Safety Communications Center Board (hereafter referred to as the "Center Board") composed of: the Black Hawk County Sheriff, the City of Waterloo Fire Chief, the City of Waterloo Police Chief, the City of Cedar Falls Police Chief, the City of Cedar Falls Fire Chief, the City of Evansdale Police Chief, the City of Hudson Police Chief, the City of La Porte City Police Chief, the City of Dunkerton Police Chief, the City of Gilbertville Police Chief, and one Fire Chief representing the other fire departments "whose home base is within a city that is located in Black Hawk County, is hereby created.

**SECTION 3:** The Center Board shall adopt, establish and approve all policies and procedures and be responsible for the operation of the Center subject to the limitations and dispute resolution procedures of this agreement, except that the Center Board shall adopt Black Hawk County Personnel Policies, which shall be applicable to all Center personnel.

**SECTION 4:** The position of Chairperson of the Center Board shall be selected by the Center Board on a majority vote on an annual basis. The Chairperson, through the Center Administrative Supervisor, shall cause minutes of the Center Board meetings to be prepared and distributed to the Center Board members and the participating cities' Mayors and the County Board of Supervisors. Each Center Board member shall be entitled to one vote. All meetings shall be governed by the parliamentary procedures set forth in Robert's Rules of Order.

**SECTION 5:** The meetings of the Center Board shall be public proceedings subject to the Iowa Open Meetings Law. To the extent allowed by the Iowa Open Records Law, the minutes and records of the Center shall be public.

### **ARTICLE 7: CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS BUDGET OVERSIGHT BOARD**

**SECTION 1:** A Consolidated Public Safety Communications Budget Oversight Board (herein-after referred to as the Oversight Board) composed of the County Board of Supervisors (who collectively shall have only one vote) and the Mayors of the participating cities is hereby created. This Board shall be called together by the Chairperson of the County Board of Supervisors in November of each year for the purpose of discussing and approving the budget of the Communications Center as proposed by the Center Board for the coming fiscal year. The Chairperson shall cause minutes of the Oversight Board meetings to be prepared and distributed to the Oversight Board members. Each Oversight Board member shall be entitled to one vote, except the County Board of Supervisors, who collectively shall have only one vote. All meetings shall be governed by the parliamentary procedures set forth in Robert's Rules of Order.

**SECTION 2:** The Chairperson of the County Board of Supervisors may call additional meetings from time to time to discuss concerns. In the event of the unavailability of the Chairperson of the County Board of Supervisors, any two Mayors of participating cities may call a special meeting.

**SECTION 3:** The meetings of the Budget Oversight Board shall be public proceedings subject to the Iowa Open Meetings Law. To the extent allowed by the Iowa Open Records Law, the minutes and the records of the Center shall be public.



**ARTICLE 8: COMMUNICATIONS CENTER MANAGEMENT**

**SECTION 1:** All the usual and customary administrative, personnel, civil service regulations, accounting, budgetary, and procurement policies of Black Hawk County shall govern the Center in its operations and activities unless they conflict with policies and procedures adopted pursuant to this Agreement. Established collective bargaining agreements shall also supersede any Center Board policies or procedures. In the event of a conflict, except with regard to collective bargaining matters, the conflict resolution procedures of Article 8 shall apply.

**SECTION 2:** The day-to-day operation of the Center shall be under the direction, supervision and management of the Chairperson of the Board, who shall delegate such authority for the operation and management of the Center as he or she deems appropriate, with the consent of the Center Board. The power of delegation includes the power to direct and control all Center personnel and operations of the Center pursuant to the operating procedures established by the Center Board.

**SECTION 3:** The management staff of the Center shall be appointed by the Center Board, which will also have the authority to remove an employee from a position with the Center for reasons deemed sufficient by the Center Board. The management staff of the Center shall be supervised by the Chairperson of the Center Board on behalf of the Center Board, subject to County policies as set out herein. Center management shall comply with all administrative, personnel, accounting, budgetary and procurement policies of Black Hawk County unless they conflict with policies and procedures contained in this agreement.

**SECTION 4:** The Chairperson of the Center Board shall appoint a Personnel Committee from the members of the Center Board. The Board Personnel Committee shall be responsible for all hiring and termination of Center employees as well as the issuance of disciplinary actions to Center employees. All actions of the Personnel Committee regarding hiring and termination of Center employees shall be ratified by the Center Board.

**ARTICLE 9: COUNTY EMPLOYEES**

All Center employees, including the management staff, shall be employees of Black Hawk County. Payroll and terms of employment shall be administered by Black Hawk County.

**ARTICLE 10: FINANCING**

The costs shares of the participants, the method of payment, and special financing arrangements and ownership of property shall be as follows: All personnel, equipment, and operating costs shall be advanced by and billed through Black Hawk County. The participants shall reimburse Black Hawk County for same as set forth in the attached Exhibit A that represents each jurisdiction's share of personnel costs. The E911 board will pay for 100 percent of all E911 related costs that are eligible under Iowa Code Chapter

34A to be recovered from the subscriber access charge. Related E911 costs which are construed by this agreement to be included are, but not limited to, the installation of all necessary communications equipment and on-going system maintenance.

## **Item G.2.e.**

Reimbursement to Black Hawk County by the participants shall be determined as follows: Each participant's percentage shall be based on a three-year average of calls for service for that agency. Those percentages will then be set for the next three years. After that period of time, the percentages will be reviewed and recommendations will be made at that time. The Center's Board will apply these percentages and submit the calculations, along with their proposed budget, to member governmental bodies and the Budget Oversight Review Board by November 1 of each year. This will provide sufficient time for review and approval by each representative agency prior to the certification of their respective fiscal year budgets.

### **ARTICLE 11: BUDGET PREPARATION**

**SECTION 1:** The annual operating budget shall be prepared by the Administrative Supervisor and submitted to the Center Board for preliminary approval in October of each year.

**SECTION 2:** Copies of the projected costs for each agency for each fiscal year will be given to each representative agency as part of the budget process as stated in Article I.

**SECTION 3:** By November of each year, the Chairperson of the Center Board will forward the preliminary budget, along with the assessment factor, to the Budget Oversight Board for their approval, as laid out in Article 7.

**SECTION 4:** By December of each year, the Chairperson of the Black Hawk County Board of Supervisors shall forward the approved Center Budget to the County Finance Director for submission as part of the budget of Black Hawk County and to the County Auditor for billing.

### **ARTICLE 12: INSURANCE**

The Center Board shall seek and maintain liability or comprehensive insurance coverage for Center operations and costs for same shall be divided and shared as provided for herein. Any participant may elect to obtain its own coverage for any separate liability it may have for Center operations.

### **ARTICLE 13: DISPUTE RESOLUTION**

In the event of a dispute between the Center Board, the County and the Cities, the dispute may be submitted to arbitration. In order to qualify as a dispute, the matter must involve the center budget, center operation, or the terms of this agreement. At least four participants from the Center Board, County, or the Cities are required to request that the matter be submitted for arbitration.

The parties hereto agree that such a dispute between them shall be resolved by arbitration pursuant to and as authorized by Chapter 679A, Code of Iowa, 2013. In the event of such a dispute to be submitted for arbitration, the District Court shall be requested to appoint three (3) arbitrators to hear the matter.

### **ARTICLE 14: TERMINATION**

**SECTION 1:** Any party to this agreement may terminate its participation herein by giving at least twelve (12) month's prior written notice to all the other parties. Termination of the withdrawing party shall be effective at the beginning of the next fiscal year following the twelve (12) month notice.

**SECTION 2:** Termination shall not relieve the County, Cities, or the E911 Board of any financial obligation incurred before the effective termination date under the terms of this Agreement.

**SECTION 3:** Equipment and furniture owned solely by the County, Cities, or E911 Board shall be distributed according to the inventory of the Center Board. Equipment and furniture owned jointly shall be distributed in a manner consistent with the basis of the member's contribution. Distribution shall be based upon a majority vote of all members eligible to vote on the Center Board. Where full agreement is not reached, the equipment and furniture shall be liquidated and the proceeds distributed to the parties to the Agreement prorated upon the same basis that the parties contributed to the purchase of the equipment and furniture.

**SECTION 4:** The Center Board shall not be dissolved when there remains any indebtedness incurred by the Center Board.

**ARTICLE 15: AMENDMENTS**

The terms of this Agreement shall be amended only upon approval of any proposed amendment by a simple majority resolution of the participants.

**ARTICLE 16: SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of application of this Agreement which can be given effect without the invalid provisions or application and to this end the provisions of this Agreement are declared to be severable.

**ARTICLE 17: ADOPTION**

This Agreement shall have full force and effect upon ratification by a county of the participants, except that it shall not be effective unless ratified by Black Hawk County, the City of Waterloo, and the City of Cedar Falls.

Amendment dated this 1st day of August, 2018.

# Item G.2.e.

BLACK HAWK COUNTY, IOWA

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_ Chairperson  
Printed name

Attest: \_\_\_\_\_  
Signature

CITY OF CEDAR FALLS, IOWA

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_ Mayor  
Printed name

Attest: \_\_\_\_\_  
Signature

CITY OF HUDSON, IOWA

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_ Mayor  
Printed name

Attest: \_\_\_\_\_  
Signature

CITY OF DUNKERTON, IOWA

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_ Mayor  
Printed name

Attest: \_\_\_\_\_  
Signature

CITY OF WATERLOO, IOWA

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_ Mayor  
Printed name

Attest: \_\_\_\_\_  
Signature

CITY OF EVANSDALE, IOWA

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_ Mayor  
Printed name

Attest: \_\_\_\_\_  
Signature

CITY OF LAPORTE CITY, IOWA

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_ Mayor  
Printed name

Attest: \_\_\_\_\_  
Signature

CITY OF GILBERTVILLE, IOWA

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_ Mayor  
Printed name

Attest: \_\_\_\_\_  
Signature

**ATTACHMENT A**

**ANNUAL ASSESSMENT**

**CALL FOR SERVICE PERCENTAGE**

**For FY 19, FY20, and FY21**

|                       |        |
|-----------------------|--------|
| City of Waterloo      | 61.09% |
| City of Cedar Falls   | 19.83% |
| Black Hawk County     | 10.96% |
| City of Evansdale     | 4.21%  |
| City of La Porte City | 1.69%  |
| City of Hudson        | 1.59%  |
| City of Dunkerton     | .25%   |
| City of Gilbertville  | .38%   |

These percentages are for a three-year period and will be reviewed again in fiscal year 2021 for the fiscal years 2022, 2023 and 2024.





DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

**MEMORANDUM**  
Legal Services Division

**TO:** Mayor James P. Brown and City Council  
**FROM:** Kevin Rogers, City Attorney  
**DATE:** September 6, 2018  
**SUBJECT:** Access Agreement with Whispering Pines Condominium Owners Association

Whispering Pines condominiums are located on a private road known as Whispering Pines Circle, which connects to Oster Parkway in Cedar Falls. Because they are located on a private road the condominiums are not provided with City services, including garbage, yard waste and refuse pick up.

The condominium association recently contacted City staff to request that garbage, yard waste and refuse services be provided. City staff determined that as long as the City was granted access to the condominiums via the private road, and the City would not be held responsible for any damage caused to the private road by providing such services, the City would provide such services for one year to determine continued feasibility.

City staff and the Condominium Association, representing condominium owners, have come to an agreement on such access. Among the terms of such agreement are: collection shall be automated, with garbage and yard waste collected in a one-pass operation; owners and residents shall comply with Chapter 12 of the Code of Ordinances (Garbage and Refuse Chapter) and shall be billed just like residents on public streets; the Association shall hold the City harmless and indemnify for damage to the private road; no additional City services shall be provided at this time; and the agreement may be terminated upon 30 days written notice by either party, or in one year commencing October 1, 2018.

City staff therefore recommends Council approval of this agreement.

I'd be happy to answer any questions.

Cc: Brian Heath





**ACCESS AGREEMENT FOR SOLID WASTE COLLECTION SERVICES BETWEEN WHISPERING PINES CONDOMINIUMS OWNERS' ASSOCIATION AND THE CITY OF CEDAR FALLS, IOWA**

This Access Agreement for Solid Waste Collection Services is made and entered into this 31<sup>ST</sup> day of August, 2018, by and between Whispering Pines Condominiums Owners' Association, an Iowa nonprofit corporation, whose address for purposes of this Agreement is 4604 Whispering Pines (the "Association"), and the City of Cedar Falls, Iowa, an Iowa municipality, whose address is Attn: City Clerk, 220 Clay Street, Cedar Falls, Iowa 50613 (the "City")

**WHEREAS**, the Association is an Iowa nonprofit corporation possessing the powers and duties as set forth in the Articles of Incorporation of the Association, the Bylaws of the Association, the Declaration of Condominium as amended, and Chapter 499B of the Code of Iowa, governing a horizontal property regime affecting LOT 2 of the Final Plat of Pinnacle Prairie Town Homes, Phase 1, in the City of Cedar Falls (the "Property"); and

**WHEREAS**, among the powers and duties of the Association is to maintain, repair and replace all common areas and make or provide payment for such work; and

**WHEREAS**, access to individual condominiums within the Property is by way of private road, which is a common area within the Property; and

**WHEREAS**, the City is not required to and does not currently provide garbage, refuse, yard waste or bulk item collection services to the Property, and condominium owners within the Property, through the Association, have expressed interest in such services; and

**WHEREAS**, the City and the Association have reached agreement on access to the Property in order for the City to provide such services and now wish to reduce their agreement to writing.

**NOW, THEREFORE, IT IS MUTUALLY COVENANTED AND AGREED BY AND BETWEEN THE ASSOCIATION AND THE CITY AS FOLLOWS:**

1. Access. Commencing during the first week of October, 2018, the City shall have access to the Property for the purpose of providing garbage, refuse, yard waste and bulk item collection services (the "Services") to condominiums within the Property on the dates and at the times established by the City in its sole discretion.
2. Cost of Access. The City shall have access as set forth herein to the Property at no cost to the City.
3. Collection. Collection shall be automated for garbage and for yard waste. The City collection vehicles shall use the private road within the Property and follow the route as

## Item G.2.f.

indicated on the map attached as Exhibit "A" and incorporated herein. The entire Property is designated as a one-sided collection area.

4. Applicability of Chapter 12 of the Code of Ordinances. Chapter 12 of the Code of Ordinances of the City of Cedar Falls, as the same may be amended from time to time, shall apply to the Services to be rendered under this Agreement.

5. No Additional Services. By entering into this Agreement the City is not agreeing to undertake any additional City services other than as specifically provided for herein and only to the extent that individual owners and residents who request Services within the Property comply with Chapter 12 of the Code of Ordinances.

6. Hold Harmless and Indemnification. The Association, by and for the condominium owners and other residents, acknowledges that the City is not responsible for damage to or wear and tear of the private road within the Property caused by or contributed to by Services rendered under this Agreement, regardless of fault, and hereby holds the City harmless from same. Further, the Association agrees to hold harmless and INDEMNIFY the City and the City's elected and appointed officials, officers, employees, agents and insurers for all other loss, expense, claims, damages, or causes of action whatsoever arising out of the provision of Services under this Agreement, other than for the negligence or other fault of the City, its employees and agents.

7. Term. This Agreement shall be for a term of one year commencing on October 1, 2018, and ending on September 30, 2019, unless terminated earlier as set forth herein. The parties may agree to extend this Agreement for successive one year periods upon the same terms and conditions by written notice prior to the expiration of the term or any succeeding term.

8. Termination. Either party may terminate this Agreement by providing the other party with written notice no less than 30 days prior to the termination date. However, charges for Services incurred prior to the termination date shall be paid by the condominium owner or resident who incurred such charges. Termination of this Agreement for any reason shall operate as an automatic termination of the provision of Services to individual condominium owners and residents within the Property as of the termination date with no additional notice necessary to such owners and residents by the City. Termination of this Agreement shall end the right of access to the Property by the City, except for the purpose of retrieving or collecting City property, and except as otherwise agreed by the parties or as allowed by law. Termination of this Agreement does not relieve the Association of the obligation to hold harmless and Indemnify the City under Paragraph 6 above.

9. Assignment. No part of this Agreement may be assigned unless agreed to in writing by the non-assigning party in advance of such assignment.

10. Non-waiver. No failure or delay by either party in exercising a right or remedy available under this Agreement or otherwise shall constitute a waiver of such right or remedy, or constitute a waiver of any obligation of the other party to perform strictly in

accordance with the terms of this Agreement, unless such waiver is expressed in writing, signed by the party to be bound.

11. Amendment. This Agreement may be modified in writing only, signed by the parties, and approved by the City Council of the City.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter of the Agreement, and there are no promises or understandings between the parties except as set forth herein.

IN WITNESS WHEREOF, The Association and the City have executed this Access Agreement for Solid Waste Collection Services, effective as of the date first stated above.

City of Cedar Falls, Iowa

Whispering Pines Condominium

By: \_\_\_\_\_

Owners' Association

James P. Brown, Mayor

By: Mike Hurley

Its: Member Board of Directors

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

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



Courtney Fisher

This instrument was acknowledged before me on this 31 day of August, 2018, by Mike Hurley as Director of Whispering Pines Condominium Owners' Association.

Item G.2.f.

Exhibit A





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](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Jamie Castle, AIA, Building Official

**DATE:** September 12, 2018

**SUBJECT:** Cedar Falls Public Library Remodel  
Bid Opening Approval

On Tuesday, August 30<sup>th</sup>, 2018 at 2:00 p.m., bids were received and opened for the Cedar Falls Library Remodeling Project. Seven (7) bids were received from Cardinal Construction Co., Don Gardner Construction, Failor Hurley Construction, Huff Contracting, Koch Construction, Peters Construction Corp., and The Samuels Group, Inc.

The low bid was submitted by Huff Contracting for \$103,920.00 which included a 5% bid bond.

The project estimate for this project was originally \$130,000. Huff Contracting's bid of \$103,920 approximately 25% below the project estimate. Attached is a bid tab for your reference.

As a result of the bid, the Inspection Services Division, Library Board, and ISG/Struxture Architecture recommends acceptance of the low bid from Huff Contracting.

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

xc: Stephanie Houk Sheetz, Director of Community Development  
Jay Robinson, Library Director





August 31, 2018

Jay Robinson  
Library Director  
Cedar Falls Public Library  
524 Main Street  
Cedar Falls, IA 50613

Re: Cedar Falls Public Library Remodeling

Jay,

We received bids for the Cedar Falls Library Remodeling project on August 30, 2018 from seven general contracting firms. All submitted bids followed the bidding requirements including providing a bid bond.

The bids were very competitively priced with the low three bids less than \$1,000.00 apart.

We are recommending that the City accept the low basis bid from Huff Contracting out of Waterloo, Iowa with a low basis bid of \$103,920.00.

Thank you for allowing us the opportunity to work with the Library on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel C. Channer", is written over a horizontal line.

Daniel C. Channer, AIA  
Principal





**GENERAL CONTRACT**

PROJECT: #21559  
 CITY OF CEDAR FALLS  
 CEDAR FALLS PUBLIC LIBRARY REMODELING  
 Cedar Falls, IA



**STRUXTURE**

BID DATE/TIME: THURSDAY, AUGUST 30, 2018 before 2:00:00 P.M. (Local Time)

P: 319.234.1515

ARCHITECT: Daniel C. Channer, Principal + Senior Architect

| CONTRACTOR                 | CARDINAL<br>CONSTRUCTION<br>CO.<br>Waterloo, IA | DON GARDNER<br>CONSTRUCTION<br>Waterloo, IA | FAILOR-HURLEY<br>CONSTRUCTION<br>Waterloo, IA | <b>HUFF<br/>CONTRACTING</b><br>Waterloo, IA | KOCH<br>CONSTRUCTION<br>Cedar Falls, IA | PETERS<br>CONSTRUCTION<br>CORP.<br>Waterloo, IA | THE SAMUELS<br>GROUP, INC.<br>Des Moines, IA | LARSON<br>CONSTRUCTION<br>CO.<br>Independence, IA | WOODRUFF<br>CONSTRUCTION<br>Waterloo, IA |
|----------------------------|---|---|---|---|---|---|--|---|--|
| BID SECURITY               | 5%-BID BOND                                     | 5%-BID BOND                                 | 5%-BID BOND                                   | 5%-BID BOND                                 | 5%-BID BOND                             | 5%-BID BOND                                     | 5%-BID BOND                                  | -   | -  |
| ADDENDA                    | 1 & 2   | 1 & 2                                       | 1 & 2   | 1 & 2                                       | 1 & 2                                   | 1 & 2   | 1 & 2  | -   | -  |
| CONTRACTOR COMPLETION DATE | December 14, 2018                               | December 14, 2018                           | December 14, 2018                             | December 14, 2018                           | December 14, 2018                       | December 14, 2018                               | December 14, 2018                            | December 14, 2018                                 | December 14, 2018                        |
| BASIS BID                  | \$115,120.00                                    | \$112,275.00                                | \$104,570.00                                  | <b>\$103,920.00</b>                         | \$124,350.00                            | \$104,888.00                                    | \$121,990.00                                 | NO BID  | NO BID                                   |
|                            |   |   |   |   |   |   |  |   |  |
| CONTRACTOR                 | CARDINAL<br>CONSTRUCTION<br>CO.                 | DON GARDNER<br>CONSTRUCTION                 | FAILOR-HURLEY<br>CONSTRUCTION                 | <b>HUFF<br/>CONTRACTING</b>                 | KOCH<br>CONSTRUCTION                    | PETERS<br>CONSTRUCTION<br>CORP.                 | THE SAMUELS<br>GROUP, INC.                   | LARSON<br>CONSTRUCTION<br>CO.                     | WOODRUFF<br>CONSTRUCTION                 |
|                            |   |   |   | <b>APPARENT LOW</b>                         |   |   |  | <b>NO BIDS</b>                                    |  |

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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](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Jamie Castle, AIA, Building Official

**DATE:** September 12, 2018

**SUBJECT:** Cedar Falls Public Library Remodel  
Contract Documents

Attached for your approval are the Form of Contract, Performance and Payment Bonds, Certificate of Insurance for the Cedar Falls Public Library Remodel Project from Huff Contracting.

The Inspection Services Division and Library Board recommend approving and executing the contract with Huff Contracting for the construction of the Public Library Remodel Project. This project is to construct a co-lab space within the existing library on the second floor.

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

xc: Stephanie Houk Sheetz, Director of Community Development  
Jay Robinson, Library Director




**AIA**® Document A101™ – 2007

**Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the Tenth day of September in the year Two Thousand Eighteen  
(In words, indicate day, month and year)

**BETWEEN** the Owner:  
(Name, address and other information)

City of Cedar Falls  
Administrative Services Department  
220 Clay Street  
Cedar Falls, IA 50613  
Telephone Number: 319-268-5119  
Fax Number: 319-268-5126

and the Contractor:  
(Name, address and other information)

Huff Contracting, Inc., Other  
1310 Grandview Avenue  
Waterloo, IA 50703  
Telephone Number: 319-233-9000  
Fax Number: 319-233-1164

for the following Project:  
(Name, location, and detailed description)

Cedar Falls Public Library Remodeling for the City of Cedar Falls, Iowa.

The Architect:  
(Name, address and other information)

I & S Group, Inc. (ISG)  
314 East 4th Street  
Waterloo, IA 50703  
Telephone Number: 319-234-1515  
Fax Number: 319-234-1517

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

# Item G.2.h.

## TABLE OF ARTICLES

|    |   |
|----|---|
| 1  | THE CONTRACT DOCUMENTS                          |
| 2  | THE WORK OF THIS CONTRACT                       |
| 3  | DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION |
| 4  | CONTRACT SUM                                    |
| 5  | PAYMENTS  |
| 6  | DISPUTE RESOLUTION                              |
| 7  | TERMINATION OR SUSPENSION                       |
| 8  | MISCELLANEOUS PROVISIONS                        |
| 9  | ENUMERATION OF CONTRACT DOCUMENTS               |
| 10 | INSURANCE AND BONDS                             |

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

Not applicable.

**§ 3.2** The Contract Time shall be measured from the date of commencement.

**§ 3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than \_\_\_\_\_ days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

The Contractor shall achieve Substantial Completion of the entire Work not later than December 14, 2018.

**Portion of Work**

**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

**ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be **One Hundred Three Thousand Nine Hundred Twenty Dollars and Zero Cents (\$ 103,920.00 )**, subject to additions and deductions as provided in the Contract Documents.

**§ 4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

No Alternates were listed.

**§ 4.3** Unit prices, if any:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

| Item         | Units and Limitations | Price Per Unit |
|--------------|-----------------------|----------------|
| None listed. |                       |                |

**§ 4.4** Allowances included in the Contract Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

| Item                   | Price      |
|------------------------|------------|
| General Allowance      | \$5,000.00 |
| CAD As-Built Allowance | \$2,000.00 |

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the fifteenth (15th) day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

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## Item G.2.h.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

### § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Minus no more than 200% of the value of the work not satisfactorily completed.

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**ARTICLE 6 DISPUTE RESOLUTION****§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

**§ 8.3** The Owner's representative:  
*(Name, address and other information)*

Jim Brown, Mayor  
Administrative Services Department  
220 Clay Street  
Cedar Falls, IA 50613

**§ 8.4** The Contractor's representative:  
*(Name, address and other information)*

Jason Huff  
1310 Grandview Avenue  
Waterloo, IA 50703

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§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

| Document   | Title                            | Date           | Pages |
|------------|----------------------------------|----------------|-------|
| Article 15 | Supplementary General Conditions | August 7, 2018 | 11    |

§ 9.1.4 The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit: Exhibit "A".

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

§ 9.1.5 The Drawings:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit: Exhibit "B".

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

§ 9.1.6 The Addenda, if any:

| Number     | Date      | Pages |
|------------|-----------|-------|
| Addenda #1 | 8/21/2018 | 9     |
| Addenda #2 | 8/27/2018 | 35    |

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following: N/A

.2 Other documents, if any, listed below:

**Exhibit "C" - Titled: Exhibit 1 - Insurance Schedule from Addenda No 2 dated 8/27/18.**

**Error & Omissions section \$1,000,000 is to be struck from project.**

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User Notes:

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

|                                  |  |
|----------------------------------|--|
| <b>Type of insurance or bond</b> | <b>Limit of liability or bond amount (As required by Contract)</b> |
|----------------------------------|--|

Refer to Supplementary Instructions to Bidders, Article 7 Performance Bond and Payment Bond (7.3); and Article 15 Supplementary General Conditions.

**Exhibit "C" - Titled: Exhibit 1 - Insurance Schedule from Addenda No 2 dated 8/27/18. Error & Omissions section \$1,000,000 is to be struck from project.**

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

Jim Brown, Mayor  
 City of Cedar Falls, Iowa  
 \_\_\_\_\_  
*(Printed name and title)*

Jason Huff, President  
 Huff Contracting  
 \_\_\_\_\_  
*(Printed name and title)*

Init.



INDEX FOR: CEDAR FALLS PUBLIC LIBRARY REMODELING  
FOR THE CITY OF CEDAR FALLS, IOWA

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## Item G.2.h.

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3.1.5. LIST OF DRAWINGS AND SPECIFICATIONS

DRAWINGS

All drawings are all branch sets. A set of drawings consists of the following sheets:

**GENERAL:**

G1-10 TITLE SHET, SHEET INDEX, PROJECT GENERAL NOTES

**ARCHITECTURAL:**

A1-21 SECOND FLOOR PLAN

A1-32 SECOND FLOOR REFLECTED CEILING PLAN

**MECHANICAL/ELECTRICAL:**

ME 001 COVER SHEET

M&P 100 MECHANICAL PLANS

M&P 101 MECHANICAL PLANS

E&T 100 ELECTRICAL PLANS



# Exhibit C

## 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





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Chase Schrage, CIP Project Supervisor

**DATE:** September 12, 2018

**SUBJECT:** Supplemental Agreement #1  
Henry Property Traffic Study  
Project No. EN-289-3167

The City of Cedar Falls entered into a Professional Services Agreement with Foth Infrastructure and Environment, LLC. on July 16, 2018 for the peer review of the proposed Henry Property Development.

The Engineering Division requests approval of the attached Supplemental Agreement No. 1 with Foth Infrastructure and Environment, LLC. for the additional peer review of the proposed Henry Property Development.

The cost of this project falls within our Engineering budget under account 101-2225-432.86-25 Engineering and Architecture. The cost of this agreement is in the amount not to exceed \$3,640.

The Department of Community Development requests your consideration and approval of this Supplemental Agreement with Foth Infrastructure and Environment, LLC for additional services on the Henry Property Development.

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

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





DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
www.cedarfalls.com

Administration Division ♦ Community Services Division ♦ Planning Division
Phone: 319-273-8606 Fax: 319-273-8610

Engineering Division ♦ Inspection Services Division
Phone: 319-268-5161 Fax: 319-268-5197

SUPPLEMENTAL AGREEMENT NO. 1

Henry Property Traffic Study
Cedar Falls, Iowa
City Project Number EN – 289 – 3167

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (Client), and Foth Infrastructure and Environment, LLC (Consultant), of 8191 Birchwood Court, Johnston, IA dated July 16, 2018 for the peer review of the traffic study for the Henry Property Development; and

WHEREAS, the Client and Consultant desire to amend the previous agreement to include Compensation for additional items required as a part of the Henry Property Traffic Study,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

I. SCOPE OF SERVICES

The Scope of Services and basis for Compensation derivation are as follows:

- A. This task includes the completions of a second traffic impact study peer review for the proposed Henry Property Development. The CONSULTANT reviewed the developer's initial traffic study and provided a list of detailed comments that required further analysis and clarification. The CONSULTANT will provide a second peer review of the revised traffic impact study and document review in a memo format.

II. COMPENSATION

Compensation for the Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed fee of Three Thousand Four Hundred Sixty Dollars (\$3,460) for the Scope of Service item 1. The compensation for this supplemental agreement is to be segregated from the original agreement.

- III. In all other aspects, the obligations of the Client and Consultant shall remain as specified in the Professional Services Agreement dated July 16, 2018.

# Item G.2.i.

Foth Infrastructure and Environment, LLC

Henry Property Traffic Study  
Cedar Falls, Iowa  
City Project No. EN – 289 – 3167

**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: Patrick P. Kueter

Printed Name: \_\_\_\_\_

Printed Name: Patrick P. Kueter, PE

Title: \_\_\_\_\_

Title: Project Manager

Date: \_\_\_\_\_

Date: 9/11/2018

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**MEMORANDUM****Administration Division**

**TO:** Mayor Brown & City Council  
**FROM:** Stephanie Houk Sheetz, Director of Community Development  
**DATE:** September 12, 2018  
**SUBJECT:** Lake Street Trail

The City's CIP #48 identifies an asphalt trail along the south side of Lake Street in FY21. The trail would span approximately 2/3 of a mile, from Central Avenue to Big Woods Lake Recreation Area. The project still requires design, but is anticipated to be an asphalt overlay about 10' wide over the gravel base currently present. The design will need to consider and work to mitigate floodplain considerations, however we do have trails in other floodplain areas.

Our CIP estimates the construction cost at \$100,000. Staff believes this project is a good candidate for Federal Recreational Trails Program funds. This year, there is an extra \$2 million set aside this year for maintenance. This can include paving a granular trail. If funded, up to 80% of the project could be covered by the grant, reducing the City's expense for the project. Projects that are funded would need to be let by October 30, 2019. Therefore, the City would need to move up the timing of this project for design in FY19 and construction in FY20. To accomplish that, the City will need design support, which the grant supports. Staff estimates \$35,000 in surveying and design services. The grants are typically awarded in January.

Staff recommends that the City Council approve: 1) the attached Memorandum of Understanding to prepare a Federal Recreational Trails Program application for this project and 2) resolution of support for the project authorizing the Mayor to sign the grant application and indicating the City will maintain the trail for at least 20 years.

If a grant is awarded, then the agreement calls for a payment of grant writing services to INRCOG equal to 1.5% of the award.





**GRANT APPLICATION**

**MEMORANDUM OF UNDERSTANDING**

This memorandum of understanding (MOU) is between the City of Cedar Falls, hereinafter referred to as **City**, and the Iowa Northland Regional Council of Governments, hereinafter referred to as **INRCOG**.

WHEREAS, the City wishes to engage INRCOG's grant writing services for the following project:

**Type of Grant: Federal Recreational Trails Program**

**Project Description: Lake Street Trail**

INRCOG will not charge the City in advance for grant preparation services; however, in the event that Federal Recreational Trails Program funds are awarded for this project, INRCOG will submit a grant preparation invoice in the amount of one and one-half percent of the funds awarded (minimum \$1,000.00), to be paid by the City from local funds.

IN WITNESS WHEREOF, INRCOG and the City of Cedar Falls have executed this memorandum of understanding as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**City of Cedar Falls, Iowa**

BY: \_\_\_\_\_  
**Mayor**

ATTEST: \_\_\_\_\_

**Iowa Northland Regional Council of Governments**

BY:  \_\_\_\_\_  
**Executive Director**

ATTEST:  \_\_\_\_\_

# Item G.2.j.

## REQUIRED DOCUMENTATION AND NARRATIVE INFORMATION

The following documents and narratives must be submitted with this application. In the upper right corner of each document or narrative write the corresponding letter shown below.

- A. A **NARRATIVE** assessing conditions, outlining the concept of the proposed project, and providing adequate project justification. The narrative must show that the concept is reasonable from a transportation engineering and/or recreational standpoint and is part of an areawide, local, regional, or statewide plan.
- B. A **DETAILED MAP** identifying the location of the project - an optional mapping application tool is available for your use at: [www.sysplan.dot.state.ia.us/fedstae\\_rectrails.htm](http://www.sysplan.dot.state.ia.us/fedstae_rectrails.htm).
- C. A **CROSS SECTION** of the proposed trail project (if appropriate).
- D. A **SKETCH PLAN** of the trail project, including cross section for bicycle or pedestrian facilities.
- E. An **ITEMIZED BREAKDOWN** of the total project costs. This documentation does not need to be a detailed, line-item type estimate. However, it must accomplish two objectives: 1) it must show the method by which the cost estimate was prepared; and 2) it must enable a reviewer to determine if the cost estimate is reasonable. The manner in which these objectives are achieved may vary widely depending on the type, scope, and complexity of the project. Absent a fully itemized list of costs, some general guidelines for possible methods of estimating each type of project cost are provided on Attachment A.
- F. A **TIME SCHEDULE** for the total project development.
- G. An **OFFICIAL ENDORSEMENT** of the trail proposal from the authority to be responsible for the maintenance and operation. The authority must provide written assurance it will adequately maintain the trail for its intended use and maintain the total trail used to justify the project in public use for a minimum of 20 years following project completion.
- H. A **NARRATIVE** discussing the extent to which adjacent property owners have been informed of the proposed project and an assessment of their acceptance.
- I. If applicable, **BUY AMERICA CERTIFICATION**. If the application includes the purchase of equipment made of iron or steel components, provide documentation that proves that a supplier exists for that type of equipment who can certify that all steel or iron incorporated in the equipment is domestic (U.S. origin) steel or iron (Buy America compliant). This is not the same thing as having a domestic supplier (vendor) or assembling the equipment in the U.S. It is also not acceptable for a supplier to certify that he or she sources parts for the equipment from domestic suppliers as those domestic suppliers may make their products of foreign steel which would not be compliant with Buy America requirements. (See [https://www.fhwa.dot.gov/construction/contracts/buyam\\_qa.cfm](https://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm) for more information.)
- J. Completed **MINORITY IMPACT STATEMENT** attached to application.

The award of FRT funds; any subsequent funding or letting of contracts for design, construction, reconstruction, improvement, or maintenance; and the furnishing of materials for this project shall not involve direct or indirect interest of any state, county, or city official, elective or appointive. All of the above are prohibited by Iowa Code 314.2, 362.5, or 331.342. Any award of FRT funding or any letting of a contract in violation of the foregoing provisions shall invalidate the award of FRT funding and authorize a complete recovery of any funds previously disbursed.

### **Recreational Trails Program (RTP) compliance**

The applicant must sign below to indicate that the project is in compliance with 23 U.S.C. 206 or the RTP that prohibits the use of grant funds to accommodate motorized use on trails that have been predominantly used by nonmotorized trail users prior to May 1, 1991.

In addition, to the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the participating local authority. I understand the attached **official endorsement(s)** binds the participating local governments to assume responsibility for adequate maintenance of any new or improved trails.

I understand that, although this information is sufficient to secure a commitment of funds, an executed contract between the applicant and the Iowa DOT is required prior to the authorization of funds.

Representing the City of Cedar Falls

|                      |              |
|----------------------|--------------|
|                      |              |
| Signature            | Date         |
| Jim Brown, Mayor     | Sep 17, 2018 |
| Typed Name and Title | Date         |

Provide evidence of consultation with representatives of the minority groups impacted:

\_\_\_\_\_

Indicate which groups are impacted:

- Women     Persons with a Disability     Blacks     Latinos     Asians
- Pacific Islanders     American Indians     Alaskan Native Americans     Other \_\_\_\_\_

The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact:

The proposed trail project will improve access on Lake Street for all persons irrespective of race, gender, or ability. No disproportionate or unique impacts on minority persons are expected.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge.

Name \_\_\_\_\_

Title \_\_\_\_\_

**Definitions**

"Minority Persons," as defined in Iowa Code 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code 15.102, subsection 7, paragraph "b," subparagraph (1):

b. As used in this subsection:

(1) "Disability" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"Disability" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.





DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Administration Division

TO: Honorable Mayor Brown and City Council
FROM: Iris Lehmann, Planner I
DATE: September 12, 2018
SUBJECT: Service Agency Contracts (CDBG Funds)

The City of Cedar Falls is committed to obtaining funds every year through federal programs like CDBG, HOME, and Section 8 to help serve the needs of low and moderate income families and individuals living in Cedar Falls. The City may use up to 15% of our CDBG to fund local service agencies. This year, the City received requests for funding from the following agencies. City Staff has reviewed the proposals and is recommending the following funding awards:

- Consumer Credit Counseling: \$2,500
Family and Children's Council: \$6,700
Salvation Army: \$8,500
NE IA Food Bank: \$8,500
Visiting Nurses Association: \$4,500
Pathways Behavioral Services: \$6,500
Total: \$37,200

It should be noted that with these awards, each agency will receive an increase in funding when compared to the prior year and the City will expend the maximum amount of funds for agency support as is allowed by CDBG program guidelines, which for FY18-19 is \$37,200.

Before a service agency can be awarded funding, the City must enter into a contract with the agency, which ensures all the required federal eligibility requirements are met. The Department of Community Development recommends that the City Council adopt a resolution approving the FY18-19 Service Agency Contracts, as attached.

Xc: Stephanie Sheetz, Director of Community Development
Karen Howard, Planning & Community Services Manager
Kevin Rogers, City Attorney



**AGREEMENT FOR PROFESSIONAL SERVICES**

**PART I - TERMS AND CONDITIONS**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Cedar Falls, Iowa, hereinafter called the CITY, and **Consumer Credit Counseling Service of Northeastern Iowa**, hereinafter called the AGENCY.

WHEREAS, the City of Cedar of Cedar Falls has received approval from the Secretary of Housing and Urban Development (HUD) of an application for funds under Title I of the Housing and Community Development Act of 1974, as amended, and approval of implementation of activities.

WHEREAS, the City of Cedar Falls has allocated funds as part of the Community Development Block Grant Program, for the purpose of aiding homebound, elderly, disabled, and/or low- and moderate-income citizens, as defined by HUD's Section 8 Income Limits, and handicapped residents.

WHEREAS, a Statement of Work for FY18-19 has been prepared by the AGENCY and has been incorporated into this Agreement as Section 3.

WHEREAS, the AGENCY is comprised of professional staff and will carry out the Statement of Work by providing assistance to eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits, herein attached as Exhibit A.

The CITY shall compensate the AGENCY in accordance with the terms and conditions of the Agreement.

1. **THE WORKING RELATIONSHIP WITH THE CITY**

The AGENCY shall work with and through the Department of Community Development of Cedar Falls, Iowa, for the purpose of performing the services as hereinafter defined.

2. **SERVICES TO BE PROVIDED BY THE CITY**

- A. The CITY shall furnish to the AGENCY at no cost, available general information and records which pertain to the project.
- B. The CITY shall be responsible for monitoring the AGENCY for HUD compliance and the keeping of the project Community Development Block Grant account.

## Item G.2.I.

### 3. AGENCY STATEMENT OF WORK/SCOPE OF SERVICES

CDBG funds provided through the City of Cedar Falls will be used exclusively to provide services to low-and-moderate income residents of Cedar Falls. The Statement of Work/Scope of Services of the AGENCY for FY18-19 are as follows:

Consumer Credit Counseling Service certified credit counselors will provide housing counseling services through our office and local organizations. Housing education programs will be set up at Cedar Falls financial institutions and agencies in conjunction with company personnel. Additionally, financial counseling/budget education sessions consisting of the counselor and consumer for the purpose of reviewing the financial situation will be held as needed. The counselor will assist the client family in developing a budget and an action plan to assist them in achieving their financial goals. CCCS will follow up with each consumer after the initial counseling session to assist with budget adjustments, questions and support.

### 4. COMPLETION DATE

The aforementioned services shall be accomplished during the fiscal year beginning July 1, 2018 and ending June 30, 2019. This agreement will be valid upon execution by the CITY and AGENCY.

### 5. BUDGET

The FY18-19 budget for the AGENCY is herein attached as Exhibit B.

### 6. AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$2,500.00 of Community Development Block Grant funds.

### 7. METHOD OF PAYMENT

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the AGENCY for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit C, bills, invoices, and/or other appropriate documentation. The AGENCY shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

### 8. RECORDS AND REPORTS

A. The AGENCY will maintain a list of all citizens assisted with CDBG funds. Each agency, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the CITY upon request. If the AGENCY is unable to provide the



client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.

- B. The AGENCY will submit quarterly progress reports providing all information requested on Exhibit C. Quarterly reports will be due on October 24, 2018; January 24, 2019; April 25, 2019; and July 25, 2019 and shall be submitted to:

Iris Lehmann, Planner I  
City Hall  
220 Clay Street  
Cedar Falls, Iowa 50613

- C. The AGENCY will submit to the CITY the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The AGENCY will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

9. MONITORING PROCEDURES

The Cedar Falls Department of Community Development will be responsible for the administration of this Agreement to ascertain whether the AGENCY is complying substantially with the Community Development Block Grant Agreement, regulations and provisions.

- A. On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.
- B. The CITY will review AGENCY files to determine if adequate information is being maintained to be in compliance with Section 8 of this Agreement. The CITY will provide the AGENCY with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

10. EXTENT OF STATEMENT

This AGREEMENT, composed of Part I, Part II and Exhibits A, B, and C hereby incorporated by this reference, represents the entire and integrated AGREEMENT between the CITY and the AGENCY and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CITY and the AGENCY. Said amendments shall be executed following approval by City Council and the Agency's governing board, and both CITY and AGENCY shall retain an original executed copy.

# Item G.2.I.

## 11. DISPOSITION

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- A. Items of equipment with a current per-unit market value of less than \$500 may be retained, sold or otherwise disposed of with no further obligation to the awarding party.
- B. Items of equipment with a current per unit fair market value in excess of \$500 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- C. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take disposition actions.

## 12. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Iowa. IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year first above mentioned.

AGENCY:

CONSUMER CREDIT COUNSELING  
SERVICE OF NORTHEASTERN IOWA

CITY:

CITY OF CEDAR FALLS, IOWA

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES  
PART II - TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner their obligations under this contract, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this Contract by given written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the AGENCY under this Contract shall, at the option of the CITY, become its property and the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the AGENCY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the AGENCY, and the CITY may withhold any payments to the AGENCY for the purpose of set-off until such time as the exact amount of damages due the CITY from the AGENCY is determined.

2. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the AGENCY. If the Contract is terminated by the CITY as provided herein, the AGENCY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the AGENCY, Paragraph 1 hereof relative to termination shall apply.

3. CHANGES

The CITY may, from time to time, request changes in the scope of the services of the AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the AGENCY'S compensation, which are mutually agreed upon by and between the CITY and the AGENCY, shall be incorporated in written amendments to this Contract.

4. PERSONNEL

A. The AGENCY represents that they have, or will hire at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

## Item G.2.I.

- B. All of the services required hereunder will be performed by the AGENCY or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

### 5. ASSIGNABILITY

The AGENCY shall not assign any interest on this Contract, and shall not transfer or assign any interest in the same without the prior written consent of the CITY, provided, however, that claims for money by the AGENCY from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished to the CITY.

### 6. REPORTS AND INFORMATION

The AGENCY, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

### 7. RECORDS AND AUDITS

The AGENCY shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the CITY or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

### 8. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the AGENCY under this Contract are confidential and the AGENCY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

9. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the AGENCY.

10. COMPLIANCE WITH LOCAL LAWS

The AGENCY shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the AGENCY shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the AGENCY agrees as follows:

- A. The AGENCY will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, 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 for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- B. The AGENCY will, in all solicitation or advertisements for employees placed by or on behalf of the AGENCY, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, sex, sexual orientation, gender identity, religion, color, disability or national origin.
- C. The AGENCY will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

## Item G.2.I.

- E. The AGENCY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY'S Department of Community 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 AGENCY'S noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The AGENCY will include the provisions of paragraphs 11(1) through 11(7) 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AGENCY will take such action with respect to any subcontract or purchase order as the CITY'S Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY'S Department of Community Development, the AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

### 12. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### 13. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

## **Item G.2.I.**

### 15. INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

### 16. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

### 17. INTEREST OF AGENCY AND EMPLOYEES

The AGENCY covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The AGENCY further covenants that in the performance of this Contract, no person having any such interest shall be employed.

## **CONTRACTOR**

### **SECTION 3 PLAN FORMAT**

The AGENCY agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.



- \*4. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- \*5. To insure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- 6. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
- 7. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- 8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.  
  
\*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.
- 9. To appoint or recruit an executive official of the company or agency as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
- 10. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of the AGENCY we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Item G.2.I.

## U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the AGENCY has not filed a compliance report due under applicable instructions, such AGENCY shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

### CERTIFICATION BY AGENCY

NAME AND ADDRESS OF AGENCY: \_\_\_\_\_  
\_\_\_\_\_

1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.  
 Yes       No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes       No
3. Agency has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes       No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
 Yes       No

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Exhibit A:

| INCOME LIMITS<br>Effective 4-1-2018 |        |        |        |        |        |        |        |        |
|-------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|
|                                     | 1      | 2      | 3      | 4      | 5      | 6      | 7      | 8      |
| <b>30%</b>                          | 14,250 | 16,460 | 20,780 | 25,100 | 29,420 | 33,740 | 38,060 | 42,380 |
| <b>50%</b>                          | 23,750 | 27,150 | 30,550 | 33,900 | 36,650 | 39,350 | 42,050 | 44,750 |
| <b>80%</b>                          | 38,000 | 43,400 | 48,850 | 54,250 | 58,600 | 62,950 | 67,300 | 71,650 |

# Item G.2.I.

| CCCS Budget for 2018                     |                     |                   |                   |
|--|---------------------|-------------------|-------------------|
| <b>Revenue:</b>                          |                     | <b>% Revenue</b>  | <b>CF CDBG</b>    |
| Fair Share: Bankcards and Grants         | \$200,000.00        | 37%               |                   |
| Regular Client Donations                 | \$154,900.00        | 29%               |                   |
| CWCID (Credit Educ Clients)              | \$8,000.00          | 1%                |                   |
| Bankruptcy Coun and Ed                   | \$25,000.00         | 5%                |                   |
| National and Local Grants                | \$60,000.00         | 11%               | \$2,000.00        |
| Housing                                  | \$55,000.00         | 10%               |                   |
| Program/County Contracts                 | \$1,000.00          | 0%                |                   |
| United Way                               | \$100.00            | 0%                |                   |
| Fundraising                              | \$25,000.00         | 5%                |                   |
| Miscellaneous                            | \$6,000.00          | 1%                |                   |
| <b>Total Revenue</b>                     | <b>\$535,000.00</b> | <b>100%</b>       |                   |
| <b>Expenditures:</b>                     |                     |                   |                   |
|  |                     | <b>% Expenses</b> |                   |
| Educational Materials                    | \$4,000.00          | 1%                | \$750.00          |
| Postage and computer                     | \$68,800.00         | 13%               |                   |
| Rent and Interest and Insurance, Eq Rent | \$30,000.00         | 6%                |                   |
| Office Materials and Misc Op Expenses    | \$17,500.00         | 3%                |                   |
| Travel, Conf, Training                   | \$5,000.00          | 1%                |                   |
| Professional Fees/ Fund rais/Dues        | \$19,300.00         | 4%                |                   |
| Promotions, Printing                     | \$10,000.00         | 2%                |                   |
| Utilities and Telephone                  | \$17,000.00         | 3%                |                   |
| Payroll, Taxes                           | \$343,400.00        | 64%               | \$1,250.00        |
| Capitol Expenses                         |                     |                   |                   |
| Debt Retirement/Equip Pur                | \$20,000.00         | 4%                |                   |
| Reserve                                  |                     |                   |                   |
| <b>Total Expenditures</b>                | <b>\$535,000.00</b> | <b>100%</b>       | <b>\$2,000.00</b> |

File No. \_\_\_\_\_

Project: \_\_\_\_\_

Sponsor: \_\_\_\_\_

Note: Check one for the entire year of reporting.

Household (Each household is one unit)

Client (Each person is one unit)

CDBG DIRECT BENEFIT ACTIVITY REPORT

No less than 51% of clientele served MUST qualify at L/M income level

Report Complied by: \_\_\_\_\_

Phone No: \_\_\_\_\_

FAX No.: \_\_\_\_\_

GRANT ALLOCATION

Record ONLY the UNDUPLICATED number served.

Table with columns: Categories, IDIS, Jul, Aug, Sept, Oct, Nov, Dec, Jan, Feb, Mar, Apr, May, June, Total, Grand Total. Rows include Income, Single race category, Multi-race category, and Duplicate Units of Service per month.

Instructions: Gray areas for internal use only -- calculations will appear automatically. When choosing a category, choose ONLY one that best identifies a specific client/family being served. Calculations: Totals in both categories (income/race) must equal. Quarterly reports are due at the end of -- Sept., Dec., Mar., and June. Attach a second sheet for quarterly activity reports. Reports are to include 3-months of program accomplishments and/or a brief explanation of why goals were not met, and an over-all projection for the next 3-months.

EXPENDITURES -- Total spent YTD from ALL funding sources: CDBG: Private: Federal (other): Fees: State: Other: Local: TOTAL:

Item G.2.1.



**AGREEMENT FOR PROFESSIONAL SERVICES**

**PART I - TERMS AND CONDITIONS**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Cedar Falls, Iowa, hereinafter called the CITY, and **Family and Children's Council**, hereinafter called the AGENCY.

WHEREAS, the City of Cedar of Cedar Falls has received approval from the Secretary of Housing and Urban Development (HUD) of an application for funds under Title I of the Housing and Community Development Act of 1974, as amended, and approval of implementation of activities.

WHEREAS, the City of Cedar Falls has allocated funds as part of the Community Development Block Grant Program, for the purpose of aiding homebound, elderly, disabled, and/or low- and moderate-income citizens, as defined by HUD's Section 8 Income Limits, and handicapped residents.

WHEREAS, a Statement of Work for FY18-19 has been prepared by the AGENCY and has been incorporated into this Agreement as Section 3.

WHEREAS, the AGENCY is comprised of professional staff and will carry out the Statement of Work by providing assistance to eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits, herein attached as Exhibit A.

The CITY shall compensate the AGENCY in accordance with the terms and conditions of the Agreement.

1. **THE WORKING RELATIONSHIP WITH THE CITY**

The AGENCY shall work with and through the Department of Community Development of Cedar Falls, Iowa, for the purpose of performing the services as hereinafter defined.

2. **SERVICES TO BE PROVIDED BY THE CITY**

- A. The CITY shall furnish to the AGENCY at no cost, available general information and records which pertain to the project.
- B. The CITY shall be responsible for monitoring the AGENCY for HUD compliance and the keeping of the project Community Development Block Grant account.

## Item G.2.I.

### 3. AGENCY STATEMENT OF WORK/SCOPE OF SERVICES

CDBG funds provided through the City of Cedar Falls will be used exclusively to provide services to low- and moderate-income residents of Cedar Falls. The Statement of Work/Scope of Services of the AGENCY for FY18-19 are as follows:

Family and Children's Council will provide staff time and mileage for case management and home visits of eligible Cedar Falls residents. Staff time will be reimbursed at the current hourly rate times 2 hours week per family for delivery of services in the home. Staff mileage will also be reimbursed.

### 4. COMPLETION DATE

The aforementioned services shall be accomplished during the fiscal year beginning July 1, 2018 and ending June 30, 2019. This agreement will be valid upon execution by the CITY and AGENCY.

### 5. BUDGET

The FY18-19 budget for the AGENCY is herein attached as Exhibit B.

### 6. AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$6,700.00 of Community Development Block Grant funds.

### 7. METHOD OF PAYMENT

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the AGENCY for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit C, bills, invoices, and/or other appropriate documentation. The AGENCY shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

### 8. RECORDS AND REPORTS

A. The AGENCY will maintain a list of all citizens assisted with CDBG funds. Each agency, as a condition of residential participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the CITY upon request. If the AGENCY is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.



- B. The AGENCY will submit quarterly progress reports providing all information requested on Exhibit C. Quarterly reports will be due October 24, 2018; January 24, 2019; April 25, 2019; and July 25, 2019 and shall be submitted to:

Iris Lehmann, Planner I  
City Hall  
220 Clay Street  
Cedar Falls, Iowa 50613

- C. The AGENCY will submit to the CITY the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The AGENCY will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

9. MONITORING PROCEDURES

The Cedar Falls Department of Community Development will be responsible for the administration of this Agreement to ascertain whether the AGENCY is complying substantially with the Community Development Block Grant Agreement, regulations and provisions.

- A. On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.
- B. The CITY will review AGENCY files to determine if adequate information is being maintained to be in compliance with Section 8 of this Agreement. The CITY will provide the AGENCY with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

10. EXTENT OF STATEMENT

This AGREEMENT, composed of Part I, Part II and Exhibits A, B, and C hereby incorporated by this reference, represents the entire and integrated AGREEMENT between the CITY and the AGENCY and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CITY and the AGENCY. Said amendments shall be executed following approval by City Council and the Agency's governing board, and both CITY and AGENCY shall retain an original executed copy.

# Item G.2.I.

## 11. DISPOSITION

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- A. Items of equipment with a current per-unit market value of less than \$500 may be retained, sold or otherwise disposed of with no further obligation to the awarding party.
- B. Items of equipment with a current per unit fair market value in excess of \$500 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- C. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take disposition actions.

## 12. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Iowa. IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year first above mentioned.

AGENCY:

FAMILY AND CHILDREN'S COUNCIL

CITY:

CITY OF CEDAR FALLS, IOWA

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES  
PART II - TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner their obligations under this contract, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this Contract by given written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the AGENCY under this Contract shall, at the option of the CITY, become its property and the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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2. TERMINATION FOR CONVENIENCE OF THE CITY

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3. CHANGES

The CITY may, from time to time, request changes in the scope of the services of the AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the AGENCY'S compensation, which are mutually agreed upon by and between the CITY and the AGENCY, shall be incorporated in written amendments to this Contract.

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A. The AGENCY represents that they have, or will hire at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

## Item G.2.I.

- B. All of the services required hereunder will be performed by the AGENCY or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

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The AGENCY shall not assign any interest on this Contract, and shall not transfer or assign any interest in the same without the prior written consent of the CITY, provided, however, that claims for money by the AGENCY from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished to the CITY.

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The AGENCY, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

### 7. RECORDS AND AUDITS

The AGENCY shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the CITY or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

### 8. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the AGENCY under this Contract are confidential and the AGENCY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

9. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the AGENCY.

10. COMPLIANCE WITH LOCAL LAWS

The AGENCY shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the AGENCY shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the AGENCY agrees as follows:

- A. The AGENCY will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, gender identity, sex, sexual orientation, religion, color, disability 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 for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- B. The AGENCY will, in all solicitation or advertisements for employees placed by or on behalf of the AGENCY, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, sex, sexual orientation, gender identity, religion, color, disability or national origin.
- C. The AGENCY will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

## Item G.2.I.

- E. The AGENCY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY'S Department of Community 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 AGENCY'S noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The AGENCY will include the provisions of paragraphs 11(1) through 11(7) 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AGENCY will take such action with respect to any subcontract or purchase order as the CITY'S Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY'S Department of Community Development, the AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

### 12. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### 13. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

## **Item G.2.I.**

### **15. INTEREST OF MEMBERS OF A CITY**

No member of the governing body of the City and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

### **16. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS**

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

### **17. INTEREST OF AGENCY AND EMPLOYEES**

The AGENCY covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The AGENCY further covenants that in the performance of this Contract, no person having any such interest shall be employed.

## **CONTRACTOR**

### **SECTION 3 PLAN FORMAT**

The AGENCY agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.



- \*4. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- \*5. To insure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- 6. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
- 7. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- 8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.  
  
\*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.
- 9. To appoint or recruit an executive official of the company or agency as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
- 10. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of the AGENCY we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Item G.2.I.

## U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the AGENCY has not filed a compliance report due under applicable instructions, such AGENCY shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

### CERTIFICATION BY AGENCY

NAME AND ADDRESS OF AGENCY: \_\_\_\_\_  
\_\_\_\_\_

1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.  
 Yes      \_\_\_ No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes      \_\_\_ No
3. Agency has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes      \_\_\_ No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
\_\_\_ Yes       No

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Exhibit A:

| INCOME LIMITS<br>Effective 4-1-2018 |          |          |          |          |          |          |          |          |
|-------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
|                                     | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> |
| <b>30%</b>                          | 14,250   | 16,460   | 20,780   | 25,100   | 29,420   | 33,740   | 38,060   | 42,380   |
| <b>50%</b>                          | 23,750   | 27,150   | 30,550   | 33,900   | 36,650   | 39,350   | 42,050   | 44,750   |
| <b>80%</b>                          | 38,000   | 43,400   | 48,850   | 54,250   | 58,600   | 62,950   | 67,300   | 71,650   |

# Item G.2.I.

|    | A   | B                  | D               | E               | F               | G                   |
|----|---|--------------------|-----------------|-----------------|-----------------|---------------------|
| 1  | <b>Family &amp; Children's Council FY 19 Budget</b> |                    |                 |                 |                 |                     |
| 2  | <b>INCOME</b>                                       | <b>M&amp;G</b>     | <b>PC</b>       | <b>PTP</b>      | <b>TCOYB</b>    | <b>TOTAL</b>        |
| 3  | <b>UNITED WAY</b>                                   |                    | \$12,150        |                 | \$25,000        | \$37,150            |
| 4  | <b>FOUNDATION GRANTS</b>                            |                    |                 |                 |                 |                     |
| 5  | Community Foundation                                |                    | \$7,500         |                 | \$7,500         | \$15,000            |
| 6  | Guernsey Foundation                                 |                    |                 |                 | \$20,000        | \$20,000            |
| 7  | Hinson Foundation                                   |                    |                 | \$1,000         |                 | \$1,000             |
| 8  | Leighty Foundatin                                   |                    |                 | \$5,000         |                 | \$5,000             |
| 9  | R.J. McElroy Trust                                  | \$15,000           |                 |                 |                 | \$15,000            |
| 10 | Otto Schoitz  |                    | \$30,000        |                 |                 |                     |
| 11 | Black Hawk Gaming                                   | \$20,000           |                 |                 |                 |                     |
| 12 | Variety Club  |                    |                 | \$7,500         |                 | \$7,500             |
| 13 | Barrett Fund  |                    |                 |                 | \$5,000         | \$5,000             |
| 14 | Other Foundations                                   | 2,000              | \$5,000         | \$5,000         | \$5,000         | \$17,000            |
| 15 | <b>Subtotal</b>                                     | <b>\$37,000.00</b> | <b>\$54,650</b> | <b>\$18,500</b> | <b>\$62,500</b> | <b>\$172,650</b>    |
| 16 |   |                    |                 |                 |                 |                     |
| 17 | <b>PUBLIC SUPPORT</b>                               |                    |                 |                 |                 |                     |
| 18 | Cedar Falls Block                                   |                    | \$6,500         |                 |                 | \$6,500             |
| 19 | Cedar Falls Health Trust                            |                    |                 |                 | \$10,000        | \$10,000            |
| 20 | Empowerment/PTP                                     |                    |                 | \$18,000        |                 | \$18,000            |
| 21 | Cedar Valley Promise                                |                    |                 | \$15,608        |                 |                     |
| 22 | PCAI (state)  |                    |                 |                 |                 | \$0                 |
| 23 | <b>Subtotal</b>                                     | <b>0</b>           | <b>\$6,500</b>  | <b>\$33,608</b> | <b>\$10,000</b> | <b>\$50,108</b>     |
| 24 |   |                    |                 |                 |                 |                     |
| 25 | <b>INDIVIDUALS/COMMUNITY</b>                        |                    |                 |                 |                 |                     |
| 26 | Exchange Club                                       |                    | \$6,000         |                 |                 | \$6,000             |
| 27 | Francis Mills CF                                    | \$5,000            |                 |                 |                 | \$5,000             |
| 28 | Fundraising   | \$100,000          |                 |                 |                 | \$100,000           |
| 29 | Major Sponsors                                      | \$29,000           |                 |                 |                 | \$29,000            |
| 30 | Membership Dues                                     | \$5,539            |                 |                 |                 | \$5,539             |
| 31 | <b>Subtotal</b>                                     | <b>\$139,539</b>   | <b>\$6,000</b>  | <b>0</b>        | <b>0</b>        | <b>\$145,539</b>    |
| 32 |   |                    |                 |                 |                 |                     |
| 33 | <b>TOTAL INCOME</b>                                 | <b>\$176,539</b>   | <b>\$67,150</b> | <b>\$52,108</b> | <b>\$72,500</b> | <b>\$368,296.97</b> |

# Item G.2.I.

|    | A                         | B                  | D                  | E                  | F                  | G                |
|----|---------------------------|--------------------|--------------------|--------------------|--------------------|------------------|
| 37 | <b>EXPENSES</b>           |                    |                    |                    |                    |                  |
| 38 | <b>PERSONNEL</b>          | <b>M&amp;G</b>     | <b>PC</b>          | <b>PTP</b>         | <b>TCOYB</b>       | <b>TOTAL</b>     |
| 39 | Salaries (gross)          |                    | \$48,194           | \$35,526           | \$39,163           |                  |
| 40 | Salaries (admin)          | \$ 49,228.80       | \$13,462           | \$13,462           | \$13,462           |                  |
| 41 | <b>Total salary</b>       | <b>\$49,229</b>    | <b>\$61,656</b>    | <b>\$48,989</b>    | <b>\$52,625</b>    | <b>\$212,499</b> |
| 42 | Payroll Expenses          | \$7,700            | \$9,650            | \$7,665            | \$8,200            | \$33,215         |
| 43 | Workers Comp Ins.         | \$349.00           | \$349.00           | \$349.00           | \$349.00           | \$1,396          |
| 44 | Medical Insurance         | \$864              |                    | \$3,578            | \$9,874            | \$14,316         |
| 45 | STD / LTD Insurance       | \$926              | \$926              | \$926              | \$926              | \$3,705          |
| 46 | Group Life & AD&D         | \$146              | \$146              | \$146              | \$146              | \$585            |
| 47 | <b>Subtotal</b>           | <b>\$59,214.30</b> | <b>\$72,727.60</b> | <b>\$61,653.10</b> | <b>\$72,120.86</b> | <b>\$265,716</b> |
| 48 |                           |                    |                    |                    |                    |                  |
| 49 | <b>OCCUPANCY</b>          |                    |                    |                    |                    |                  |
| 50 | Rent                      | \$4,200            | \$4,200            | \$4,200            | \$4,200            | \$16,800         |
| 51 | Utilities                 | \$600              | \$600              | \$600              | \$600              | \$2,400          |
| 52 | Phone                     | \$750              | \$750              | \$750              | \$750              | \$3,000          |
| 53 | Liability Insurance       | \$2,067.25         | \$2,067.25         | \$2,067.25         | \$2,067.25         | \$8,269          |
| 54 | <b>Subtotal</b>           | <b>\$7,617.25</b>  | <b>\$7,617.25</b>  | <b>\$7,617.25</b>  | <b>\$7,617.25</b>  | <b>\$30,469</b>  |
| 55 |                           |                    |                    |                    |                    |                  |
| 56 | <b>MATERIALS/SUPPLIES</b> |                    |                    |                    |                    |                  |
| 57 | Accounting Services       | \$893.75           | \$893.75           | \$893.75           | \$893.75           | \$3,575          |
| 58 | Bank Charges              | \$100.00           | \$100.00           | \$100.00           | \$100.00           | \$400            |
| 59 | Conferences               | \$100.00           | \$300.00           | \$300.00           | \$300.00           | \$1,000          |
| 60 | Equip/Maintenance         | \$1,300.00         | \$1,300.00         | \$1,300.00         | \$1,300.00         | \$5,200          |
| 61 | Equip/Purchase            | \$150.00           | \$150.00           | \$150.00           | \$150.00           | \$600            |
| 62 | Food for meetings         | \$100.00           | \$500.00           | \$100.00           | \$100.00           | \$800            |
| 63 | Fundraising               | \$500.00           | \$500.00           | \$500.00           | \$500.00           | \$2,000          |
| 64 | Office Supplies           | \$250.00           | \$250.00           | \$250.00           | \$250.00           | \$1,000          |
| 65 | Postage                   | \$250.00           | \$250.00           | \$250.00           | \$250.00           | \$1,000          |
| 66 | Printing                  | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0              |
| 67 | Program Development       | \$500.00           | \$1,800.00         | \$5,400.00         | \$5,600.00         | \$13,300         |
| 68 | Public Relations          | \$250.00           | \$175.00           | \$175.00           | \$175.00           | \$775            |
| 69 | Travel/Mileage            | \$800.00           | \$2,400.00         | \$1,200.00         | \$1,500.00         | \$5,900          |
| 70 | <b>Subtotal</b>           | <b>\$5,193.75</b>  | <b>\$8,618.75</b>  | <b>\$10,618.75</b> | <b>\$11,118.75</b> | <b>\$35,550</b>  |
| 71 |                           |                    |                    |                    |                    |                  |
| 72 | <b>TOTAL EXPENSES</b>     | <b>\$72,025.30</b> | <b>\$88,963.60</b> | <b>\$79,889.10</b> | <b>\$90,856.86</b> | <b>\$331,735</b> |
| 73 |                           |                    |                    |                    |                    |                  |
| 74 |                           | <b>M&amp;G</b>     | <b>PC</b>          | <b>PTP</b>         | <b>TCOYB</b>       |                  |
| 75 | <b>INCOME</b>             | \$161,539.00       | \$65,160.00        | \$41,500.00        | \$75,596.00        |                  |
| 76 | <b>EXPENSES</b>           | \$76,290.30        | \$91,553.60        | \$82,654.10        | \$93,296.86        |                  |
| 77 | <b>DIFFERENCE</b>         | \$85,248.70        | (\$26,393.63)      | (\$41,154.10)      | (\$17,700.86)      |                  |

# Item G.2.I.

Project Budget

*Parent Education: Parent Conneciton & Empowering Parents*

## Ordinary Income

## Parent Education

|                      |             |
|----------------------|-------------|
| Community Foundation | \$30,000.00 |
| Guernsey Foundation  | \$10,000.00 |
| R.J. McElroy Trust   | \$8,000.00  |
| United Way           | \$13,500.00 |
| Exchange Club        | \$3,000.00  |
| Fundraising          | \$18,068.25 |
| Cedar Falls Block    | \$7,500.00  |
| PCAI                 | \$18,010.00 |

|                     |                     |
|---------------------|---------------------|
| <b>TOTAL INCOME</b> | <b>\$108,078.25</b> |
|---------------------|---------------------|

## Expenses

|                        |                    |
|------------------------|--------------------|
| Personnel              |                    |
| Salaries (prgm cord)   | \$59,000.00        |
| Salaries (admin)       | \$18,135.00        |
| FICA (emplyer 0.0765%) | \$6,900.00         |
| Workers Comp           | \$339.50           |
| Medical Ins            | \$4,125.00         |
| <b>SUBTOTAL</b>        | <b>\$88,499.50</b> |

## Occupancy

|                 |                   |
|-----------------|-------------------|
| Rent            | \$3,625.00        |
| Phone           | \$750.00          |
| Liability Ins   | \$1,300.00        |
| <b>SUBTOTAL</b> | <b>\$5,675.00</b> |

## Materials/Supplies

|                     |                    |
|---------------------|--------------------|
| Accounting Serv     | \$893.75           |
| Bank Charges        | \$65.00            |
| Conferences         | \$300.00           |
| Equipment/Maint     | \$1,150.00         |
| Equipment Purchase  | \$0.00             |
| Food for meeting    | \$200.00           |
| Fundraising         | \$1,625.00         |
| Office Supplies     | \$250.00           |
| Postage             | \$400.00           |
| Printing            | \$200.00           |
| Program Development | \$4,000.00         |
| Public Relations    | \$320.00           |
| Travel/Mileage      | \$4,500.00         |
| <b>SUBTOTAL</b>     | <b>\$13,903.75</b> |

|                       |                     |
|-----------------------|---------------------|
| <b>Total Expenses</b> | <b>\$108,078.25</b> |
|-----------------------|---------------------|

**File No.:** \_\_\_\_\_  
**Project:** \_\_\_\_\_  
**Sponsor:** \_\_\_\_\_

**Note: Check one for the entire year of reporting.**  
 Household (Each household is one unit)  
 Client (Each person is one unit)

**CDBG DIRECT BENEFIT ACTIVITY REPORT**  
 No less than 51% of clientele served MUST qualify at L/M income level

Report Complied by: \_\_\_\_\_  
 Phone No: \_\_\_\_\_  
 FAX No.: \_\_\_\_\_

| GRANT ALLOCATION |
|------------------|
|                  |

Record ONLY the **UNDUPLICATED** number served.

| Categories  | IDIS | Jul - ____ | Aug | Sept | Oct | Nov | Dec | Jan - ____ | Feb | Mar | Apr | May | June | Total                      | Grand Total |
|---|------|------------|-----|------|-----|-----|-----|------------|-----|-----|-----|-----|------|----------------------------|-------------|
| <b>Income</b>   |      |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
| a) # of Extremely Low   |      |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
| b) # of Very Low  |      |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
| c) # of Low   |      |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
| d) # of Non-Low / Moderate (above 80% area MHI)               |      |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
|   |      |            |     |      |     |     |     |            |     |     |     |     |      | <b>Income</b>              |             |
| <b>Single race category</b>                                   |      |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
| e) White  | 11   |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
| f) Black/African Amer.  | 12   |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
| g) Asian  | 13   |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
| h) Amer. Indian/Alaskan Native                                | 14   |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
| i) Native Hawaiian/Other Pacific Islander                     | 15   |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
| <b>Multi-race category</b>                                    |      |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
| j) Amer. Indian/Alaskan Native & White                        | 16   |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
| k) Asian & White  | 17   |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
| l) Black/African Amer. & White                                | 18   |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
| m) Amer. Indian/Alaskan Native & Black/African Amer.          | 19   |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
| n) Hispanic/White   |      |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
| o) Hispanic/Black/African American                            |      |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
| p) Hispanic/Asian   |      |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
| q) Hispanic/American Indian/Alaskan Native                    |      |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
| r) Hispanic/Native Hawaiian/Other Pacific Islander            |      |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
| s) Hispanic/American Indian/Alaskan Native & White            |      |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
| t) Hispanic/Asian & White                                     |      |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
| u) Hispanic/Black/African American & White                    |      |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
| v) Hispanic/Amer. Indian/Alaskan Native & Black/African Amer. |      |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
| w) Other (multi-race only)                                    | 20   |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |
|   |      |            |     |      |     |     |     |            |     |     |     |     |      | <b>Total Number Served</b> |             |
| Duplicate Units of Service per month                          |      |            |     |      |     |     |     |            |     |     |     |     |      |                            |             |

**Instructions: Gray areas for internal use only -- calculations will appear automatically.**  
 When choosing a category, choose ONLY one that best identifies a specific client/family being served.  
 Calculations: Totals in both categories (income/race) must equal.  
**Quarterly reports** are due at the end of -- Sept., Dec., Mar., and June.  
 Attach a second sheet for quarterly activity reports.  
 Reports are to include 3-months of program accomplishments and/or a brief explanation of why goals were not met, and an over-all projection for the next 3-months.

| EXPENDITURES -- Total spent YTD from ALL funding sources: |                |
|---|----------------|
| CDBG: _____   | Private: _____ |
| Federal (other): _____                                    | Fees: _____    |
| State: _____  | Other: _____   |
| Local: _____  |                |
| <b>TOTAL:</b> _____                                       |                |

**Item G.2.1.**





**AGREEMENT FOR PROFESSIONAL SERVICES**

**PART I - TERMS AND CONDITIONS**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Cedar Falls, Iowa, hereinafter called the CITY, and **Northeast Iowa Food Bank**, hereinafter called the AGENCY.

WHEREAS, the City of Cedar of Cedar Falls has received approval from the Secretary of Housing and Urban Development (HUD) of an application for funds under Title I of the Housing and Community Development Act of 1974, as amended, and approval of implementation of activities.

WHEREAS, the City of Cedar Falls has allocated funds as part of the Community Development Block Grant Program, for the purpose of aiding homebound, elderly, disabled, and/or low- and moderate-income citizens, as defined by HUD's Section 8 Income Limits, and handicapped residents.

WHEREAS, a Statement of Work for FY18-19 has been prepared by the AGENCY and has been incorporated into this Agreement as Section 3.

WHEREAS, the AGENCY is comprised of professional staff and will carry out the Statement of Work by providing assistance to eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits, herein attached as Exhibit A.

The CITY shall compensate the AGENCY in accordance with the terms and conditions of the Agreement.

1. **THE WORKING RELATIONSHIP WITH THE CITY**

The AGENCY shall work with and through the Department of Community Development of Cedar Falls, Iowa, for the purpose of performing the services as hereinafter defined.

2. **SERVICES TO BE PROVIDED BY THE CITY**

- A. The CITY shall furnish to the AGENCY at no cost, available general information and records which pertain to the project.
- B. The CITY shall be responsible for monitoring the AGENCY for HUD compliance and the keeping of the project Community Development Block Grant account.

## Item G.2.I.

### 3. AGENCY STATEMENT OF WORK/SCOPE OF SERVICES

CDBG funds provided through the City of Cedar Falls will be used exclusively to provide services to low- and moderate-income residents of Cedar Falls. The Statement of Work/Scope of Services of the AGENCY for FY18-19 are as follows:

Northeast Iowa Food Bank will provide staff time to conduct intake assessments and gather food products for eligible Cedar Falls residents. Such staff time will be reimbursed at the current rate per hour, with an average visit time per resident of one quarter of one hour.

### 4. COMPLETION DATE

The aforementioned services shall be accomplished during the fiscal year beginning July 1, 2018 and ending June 30, 2019. This agreement will be valid upon execution by the CITY and AGENCY.

### 5. BUDGET

The FY18-19 budget for the AGENCY is herein attached as Exhibit B.

### 6. AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$8,500.00 of Community Development Block Grant funds.

### 7. METHOD OF PAYMENT

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the AGENCY for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit C, bills, invoices, and/or other appropriate documentation. The AGENCY shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

### 8. RECORDS AND REPORTS

A. The AGENCY will maintain a list of all citizens assisted with CDBG funds. Each agency, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the CITY upon request. If the AGENCY is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.

- B. The AGENCY will submit quarterly progress reports providing all information requested on Exhibit C. Quarterly reports will be due on October 24, 2018; January 24, 2019; April 25, 2019; and July 25, 2019 and shall be submitted to:

Iris Lehmann, Planner I  
City Hall  
220 Clay Street  
Cedar Falls, Iowa 50613

- C. The AGENCY will submit to the CITY the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The AGENCY will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

9. MONITORING PROCEDURES

The Cedar Falls Department of Community Development will be responsible for the administration of this Agreement to ascertain whether the AGENCY is complying substantially with the Community Development Block Grant Agreement, regulations and provisions.

- A. On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.
- B. The CITY will review AGENCY files to determine if adequate information is being maintained to be in compliance with Section 8 of this Agreement. The CITY will provide the AGENCY with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

10. EXTENT OF STATEMENT

This AGREEMENT, composed of Part I, Part II and Exhibits A, B, and C hereby incorporated by this reference, represents the entire and integrated AGREEMENT between the CITY and the AGENCY and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CITY and the AGENCY. Said amendments shall be executed following approval by City Council and the Agency's governing board, and both CITY and AGENCY shall retain an original executed copy.

11. DISPOSITION

When original or replacement equipment acquired under a grant or subgrant is no

## Item G.2.I.

longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- A. Items of equipment with a current per-unit market value of less than \$500 may be retained, sold or otherwise disposed of with no further obligation to the awarding party.
- B. Items of equipment with a current per unit fair market value in excess of \$500 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- C. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take disposition actions.

### 12. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Iowa. IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year first above mentioned.

AGENCY:

NORTHEAST IOWA FOOD BANK

CITY:

CITY OF CEDAR FALLS, IOWA

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES  
PART II - TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner their obligations under this contract, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this Contract by given written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the AGENCY under this Contract shall, at the option of the CITY, become its property and the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the AGENCY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the AGENCY, and the CITY may withhold any payments to the AGENCY for the purpose of set-off until such time as the exact amount of damages due the CITY from the AGENCY is determined.

2. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the AGENCY. If the Contract is terminated by the CITY as provided herein, the AGENCY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the AGENCY, Paragraph 1 hereof relative to termination shall apply.

3. CHANGES

The CITY may, from time to time, request changes in the scope of the services of the AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the AGENCY'S compensation, which are mutually agreed upon by and between the CITY and the AGENCY, shall be incorporated in written amendments to this Contract.

4. PERSONNEL

A. The AGENCY represents that they have, or will hire at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

## Item G.2.I.

- B. All of the services required hereunder will be performed by the AGENCY or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

### 5. ASSIGNABILITY

The AGENCY shall not assign any interest on this Contract, and shall not transfer or assign any interest in the same without the prior written consent of the CITY, provided, however, that claims for money by the AGENCY from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished to the CITY.

### 6. REPORTS AND INFORMATION

The AGENCY, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

### 7. RECORDS AND AUDITS

The AGENCY shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the CITY or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

### 8. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the AGENCY under this Contract are confidential and the AGENCY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

9. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the AGENCY.

10. COMPLIANCE WITH LOCAL LAWS

The AGENCY shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the AGENCY shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the AGENCY agrees as follows:

- A. The AGENCY will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, sex, sexual orientation, gender identity, religion, disability, color, 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 for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- B. The AGENCY will, in all solicitation or advertisements for employees placed by or on behalf of the AGENCY, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin.
- C. The AGENCY will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

## Item G.2.I.

- E. The AGENCY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY'S Department of Community 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 AGENCY'S noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The AGENCY will include the provisions of paragraphs 11(1) through 11(7) 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AGENCY will take such action with respect to any subcontract or purchase order as the CITY'S Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY'S Department of Community Development, the AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

### 12. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### 13. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.



14. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

## **Item G.2.I.**

### 15. INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

### 16. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

### 17. INTEREST OF AGENCY AND EMPLOYEES

The AGENCY covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The AGENCY further covenants that in the performance of this Contract, no person having any such interest shall be employed.

## **CONTRACTOR**

### **SECTION 3 PLAN FORMAT**

The AGENCY agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

- \*4. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
  - \*5. To insure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
  - 6. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
  - 7. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
  - 8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- \*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.
- 9. To appoint or recruit an executive official of the company or agency as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
  - 10. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of the AGENCY we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Item G.2.I.

## U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the AGENCY has not filed a compliance report due under applicable instructions, such AGENCY shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

### CERTIFICATION BY AGENCY

NAME AND ADDRESS OF AGENCY: \_\_\_\_\_  
\_\_\_\_\_

1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.  
 Yes       No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes       No
3. Agency has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes       No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
 Yes       No

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Exhibit A:

| INCOME LIMITS<br>Effective 4-1-2018 |          |          |          |          |          |          |          |          |
|-------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
|                                     | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> |
| <b>30%</b>                          | 14,250   | 16,460   | 20,780   | 25,100   | 29,420   | 33,740   | 38,060   | 42,380   |
| <b>50%</b>                          | 23,750   | 27,150   | 30,550   | 33,900   | 36,650   | 39,350   | 42,050   | 44,750   |
| <b>80%</b>                          | 38,000   | 43,400   | 48,850   | 54,250   | 58,600   | 62,950   | 67,300   | 71,650   |

# Item G.2.I.

## Northeast Iowa Food Bank Cedar Valley Food Pantry Budget FY2019

|                           | BUDGET FY2019 |                |
|---------------------------|---------------|----------------|
| <b>Income</b>             |               |                |
| Business                  | \$            | 28,000         |
| Churches                  | \$            | 38,000         |
| Foundations & Grants      | \$            | 40,000         |
| Individuals               | \$            | 249,000        |
| Special Events - Internal | \$            | 16,000         |
| Special Events - External | \$            | 23,000         |
| United Way                | \$            | 43,000         |
| Donor Designated          | \$            | 1,000          |
| Government                | \$            | 34,000         |
| Interest Income           | \$            | 3,000          |
| <b>Program Total</b>      | <b>\$</b>     | <b>475,000</b> |

| Expenses                  | BUDGET FY2019 |                |
|---------------------------|---------------|----------------|
| Wage Expense              | \$            | 179,000        |
| Employee Benefits         | \$            | 23,000         |
| Payroll Taxes             | \$            | 12,500         |
| Accounting & Financial    | \$            | 4,000          |
| Technology Fees           | \$            | 4,500          |
| Auto Maint & Mileage      | \$            | 12,500         |
| Building Maint            | \$            | 9,000          |
| Equipment & Maint         | \$            | 6,000          |
| Liability Insurance       | \$            | 5,500          |
| Depreciation              | \$            | 30,500         |
| Utilities                 | \$            | 8,800          |
| Marketing/Development     | \$            | 5,100          |
| Supplies                  | \$            | 4,500          |
| Program Expenses          | \$            | 3,900          |
| Goods Purchased -Programs | \$            | 165,000        |
| Freight - Food Bank       | \$            | 1,200          |
| <b>Program Total</b>      | <b>\$</b>     | <b>475,000</b> |

NORTHEAST IOWA FOOD BANK  
FY 2019 BUDGET

| FINAL BUDGET    |                                   | Budget FY2019        |
|-----------------|-----------------------------------|----------------------|
| <b>Income</b>   |                                   |                      |
| I1              | Business                          | \$ 260,000           |
| I2              | Churches                          | \$ 115,000           |
| I3              | Foundations & Grants              | \$ 450,000           |
| I4              | Individuals                       | \$ 850,000           |
| I5              | Donations In Kind                 | \$ 25,000            |
| I6              | Special Events - Internal         | \$ 160,000           |
| I7              | Special Events - External         | \$ 225,000           |
| I8              | Capital Campaign                  | \$ -                 |
| I9              | United Way                        | \$ 65,000            |
| I10             | Donor Designated                  | \$ 60,000            |
| I11             | Government                        | \$ 210,000           |
| I12             | Interest Income                   | \$ 6,500             |
| I13             | Membership Fees                   | \$ 17,000            |
| I14             | Food Sales - Food Bank            | \$ 520,000           |
| I15             | Food Sales - Programs             | \$ 640,000           |
| I16             | Misc Income                       | \$ -                 |
| I17             | Reserves - 2018                   | \$ -                 |
| I18             | Reserves - 2019                   | \$ 370,000           |
|                 | In Kind Donations                 | \$ 12,000,000        |
| I19             | <b>Program Total</b>              | <b>\$ 15,973,500</b> |
| <b>Expenses</b> |                                   |                      |
| E1              | Wage Expense                      | \$ 1,325,000         |
| E2              | Employee Benefits                 | \$ 190,000           |
| E3              | Payroll Taxes                     | \$ 88,000            |
| E4              | Accounting & Financial            | \$ 26,720            |
| E5              | Acctg & Fin (DIK)                 | \$ 7,000             |
| E6              | Technology Fees                   | \$ 30,500            |
| E7              | Auto Maint & Mileage              | \$ 107,550           |
| E8              | Building Maint                    | \$ 69,000            |
| E9              | Equipment & Maint                 | \$ 25,000            |
| E10             | Liability Insurance               | \$ 45,000            |
| E11             | Depreciation                      | \$ 285,000           |
| E12             | Utilities                         | \$ 81,000            |
| E13             | Memberships                       | \$ 25,100            |
| E14             | Development                       | \$ 2,000             |
| E15             | Marketing                         | \$ 141,400           |
| E16             | Postage                           | \$ 46,000            |
| E17             | Printing                          | \$ 6,700             |
| E18             | Supplies                          | \$ 45,000            |
| E19             | Special Events                    | \$ 32,020            |
| E20             | Workshops                         | \$ 38,900            |
| E21             | Agency Conf., Hunger Study, Other | \$ -                 |
| E22             | Goods Purchased - Food Bank       | \$ 700,000           |
| E23             | Goods Purchased -Programs         | \$ 640,000           |
| E24             | Freight - Food Bank               | \$ 120,000           |
| E25             | Interest Expense                  | \$ 7,800             |
| E26             | Bad Debts                         | \$ 500               |
| E27             | Miscellaneous Expense             | \$ -                 |
|                 | In Kind Donations                 | \$ 12,000,000        |
| E28             | <b>Program Total</b>              | <b>\$ 16,085,190</b> |

\*Indicates items not included in budget

File No. \_\_\_\_\_

Project: \_\_\_\_\_

Sponsor: \_\_\_\_\_

Note: Check one for the entire year of reporting.

Household (Each household is one unit)

Client (Each person is one unit)

CDBG DIRECT BENEFIT ACTIVITY REPORT

No less than 51% of clientele served MUST qualify at L/M income level

Report Complied by: \_\_\_\_\_

Phone No: \_\_\_\_\_

FAX No.: \_\_\_\_\_

GRANT ALLOCATION

Record ONLY the UNDUPLICATED number served.

Table with columns: Categories, IDIS, Jul, Aug, Sept, Oct, Nov, Dec, Jan, Feb, Mar, Apr, May, June, Total, Grand Total. Rows include Income categories (a-d), Single race category (e-i), Multi-race category (j-v), and Other (w).

Instructions: Gray areas for internal use only -- calculations will appear automatically. When choosing a category, choose ONLY one that best identifies a specific client/family being served. Calculations: Totals in both categories (income/race) must equal. Quarterly reports are due at the end of -- Sept., Dec., Mar., and June. Attach a second sheet for quarterly activity reports. Reports are to include 3-months of program accomplishments and/or a brief explanation of why goals were not met, and an over-all projection for the next 3-months.

EXPENDITURES -- Total spent YTD from ALL funding sources: CDBG: \_\_\_\_\_ Private: \_\_\_\_\_ Federal (other): \_\_\_\_\_ Fees: \_\_\_\_\_ State: \_\_\_\_\_ Other: \_\_\_\_\_ Local: \_\_\_\_\_ TOTAL: \_\_\_\_\_

Item G.2.1.



**AGREEMENT FOR PROFESSIONAL SERVICES**

**PART I - TERMS AND CONDITIONS**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Cedar Falls, Iowa, hereinafter called the CITY, and **Pathways Behavioral Services**, hereinafter called the AGENCY.

WHEREAS, the City of Cedar of Cedar Falls has received approval from the Secretary of Housing and Urban Development (HUD) of an application for funds under Title I of the Housing and Community Development Act of 1974, as amended, and approval of implementation of activities.

WHEREAS, the City of Cedar Falls has allocated funds as part of the Community Development Block Grant Program, for the purpose of aiding homebound, elderly, disabled, and/or low- and moderate-income citizens, as defined by HUD's Section 8 Income Limits, and handicapped residents.

WHEREAS, a Statement of Work for FY18-19 has been prepared by the AGENCY and has been incorporated into this Agreement as Section 3.

WHEREAS, the AGENCY is comprised of professional staff and will carry out the Statement of Work by providing assistance to eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits, herein attached as Exhibit A.

The CITY shall compensate the AGENCY in accordance with the terms and conditions of the Agreement.

1. **THE WORKING RELATIONSHIP WITH THE CITY**

The AGENCY shall work with and through the Department of Community Development of Cedar Falls, Iowa, for the purpose of performing the services as hereinafter defined.

2. **SERVICES TO BE PROVIDED BY THE CITY**

- A. The CITY shall furnish to the AGENCY at no cost, available general information and records which pertain to the project.
- B. The CITY shall be responsible for monitoring the AGENCY for HUD compliance and the keeping of the project Community Development Block Grant account.

## Item G.2.I.

### 3. AGENCY STATEMENT OF WORK/SCOPE OF SERVICES

CDBG funds provided through the City of Cedar Falls will be used exclusively to provide services to low- and moderate-income residents of Cedar Falls. The Statement of Work/Scope of Services of the AGENCY for FY18-19 are as follows:

Pathways Behavioral Services will provide residential treatment and shelter for eligible Cedar Falls residents requiring substance abuse treatment. Allowable costs include prorated staff time and operation of the residential treatment center to reflect the portion of clients that are Cedar Falls residents.

### 4. COMPLETION DATE

The aforementioned services shall be accomplished during the fiscal year beginning July 1, 2018 and ending June 30, 2019. This agreement will be valid upon execution by the CITY and AGENCY.

### 5. BUDGET

The FY18-19 budget for the AGENCY is herein attached as Exhibit B.

### 6. AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$6,500.00 of Community Development Block Grant funds.

### 7. METHOD OF PAYMENT

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the AGENCY for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit C, bills, invoices, and/or other appropriate documentation. The AGENCY shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

### 8. RECORDS AND REPORTS

A. The AGENCY will maintain a list of all citizens assisted with CDBG funds. Each agency, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the CITY upon request. If the AGENCY is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.

B. The AGENCY will submit quarterly progress reports providing all information requested on Exhibit C. Quarterly reports will be due on October 24, 2018;

January 24, 2019; April 25, 2019; and July 25, 2019 and shall be submitted to:

Iris Lehmann, Planner I  
City Hall  
220 Clay Street  
Cedar Falls, Iowa 50613

- C. The AGENCY will submit to the CITY the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The AGENCY will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

9. MONITORING PROCEDURES

The Cedar Falls Department of Community Development will be responsible for the administration of this Agreement to ascertain whether the AGENCY is complying substantially with the Community Development Block Grant Agreement, regulations and provisions.

- A. On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.
- B. The CITY will review AGENCY files to determine if adequate information is being maintained to be in compliance with Section 8 of this Agreement. The CITY will provide the AGENCY with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

10. EXTENT OF STATEMENT

This AGREEMENT, composed of Part I, Part II and Exhibits A, B, and C hereby incorporated by this reference, represents the entire and integrated AGREEMENT between the CITY and the AGENCY and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CITY and the AGENCY. Said amendments shall be executed following approval by City Council and the Agency's governing board, and both CITY and AGENCY shall retain an original executed copy.

11. DISPOSITION

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

## Item G.2.I.

- A. Items of equipment with a current per-unit market value of less than \$500 may be retained, sold or otherwise disposed of with no further obligation to the awarding party.
- B. Items of equipment with a current per unit fair market value in excess of \$500 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- C. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take disposition actions.

### 12. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Iowa. IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year first above mentioned.

AGENCY:

PATHWAYS BEHAVIORAL SERVICES

CITY:

CITY OF CEDAR FALLS, IOWA

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES  
PART II - TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner their obligations under this contract, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this Contract by given written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the AGENCY under this Contract shall, at the option of the CITY, become its property and the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the AGENCY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the AGENCY, and the CITY may withhold any payments to the AGENCY for the purpose of set-off until such time as the exact amount of damages due the CITY from the AGENCY is determined.

2. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the AGENCY. If the Contract is terminated by the CITY as provided herein, the AGENCY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the AGENCY, Paragraph 1 hereof relative to termination shall apply.

3. CHANGES

The CITY may, from time to time, request changes in the scope of the services of the AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the AGENCY'S compensation, which are mutually agreed upon by and between the CITY and the AGENCY, shall be incorporated in written amendments to this Contract.

4. PERSONNEL

A. The AGENCY represents that they have, or will hire at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

## Item G.2.I.

- B. All of the services required hereunder will be performed by the AGENCY or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

### 5. ASSIGNABILITY

The AGENCY shall not assign any interest on this Contract, and shall not transfer or assign any interest in the same without the prior written consent of the CITY, provided, however, that claims for money by the AGENCY from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished to the CITY.

### 6. REPORTS AND INFORMATION

The AGENCY, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

### 7. RECORDS AND AUDITS

The AGENCY shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the CITY or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

### 8. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the AGENCY under this Contract are confidential and the AGENCY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

9. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the AGENCY.

10. COMPLIANCE WITH LOCAL LAWS

The AGENCY shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the AGENCY shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the AGENCY agrees as follows:

- A. The AGENCY will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, sex, sexual orientation, gender identity, color, religion, disability, 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 for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- B. The AGENCY will, in all solicitation or advertisements for employees placed by or on behalf of the AGENCY, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin.
- C. The AGENCY will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

## Item G.2.I.

- E. The AGENCY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY'S Department of Community 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 AGENCY'S noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The AGENCY will include the provisions of paragraphs 11(1) through 11(7) 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AGENCY will take such action with respect to any subcontract or purchase order as the CITY'S Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY'S Department of Community Development, the AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

### 12. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### 13. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.



14. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES
- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
  - B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
  - C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
  - E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

## **Item G.2.I.**

### **15. INTEREST OF MEMBERS OF A CITY**

No member of the governing body of the City and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

### **16. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS**

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

### **17. INTEREST OF AGENCY AND EMPLOYEES**

The AGENCY covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The AGENCY further covenants that in the performance of this Contract, no person having any such interest shall be employed.

## **CONTRACTOR**

### **SECTION 3 PLAN FORMAT**

The AGENCY agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

- \*4. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- \*5. To insure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- 6. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
- 7. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- 8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.  
  
\*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.
- 9. To appoint or recruit an executive official of the company or agency as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
- 10. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of the AGENCY we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Item G.2.I.

## U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the AGENCY has not filed a compliance report due under applicable instructions, such AGENCY shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

### CERTIFICATION BY AGENCY

NAME AND ADDRESS OF AGENCY: \_\_\_\_\_  
\_\_\_\_\_

1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.  
 Yes       No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes       No
3. Agency has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes       No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
 Yes       No

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Exhibit A:

| INCOME LIMITS<br>Effective 4-1-2018 |          |          |          |          |          |          |          |          |
|-------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
|                                     | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> |
| <b>30%</b>                          | 14,250   | 16,460   | 20,780   | 25,100   | 29,420   | 33,740   | 38,060   | 42,380   |
| <b>50%</b>                          | 23,750   | 27,150   | 30,550   | 33,900   | 36,650   | 39,350   | 42,050   | 44,750   |
| <b>80%</b>                          | 38,000   | 43,400   | 48,850   | 54,250   | 58,600   | 62,950   | 67,300   | 71,650   |

# Item G.2.I.

## PATHWAYS BEHAVIORAL SERVICES Recovery House Budget Fiscal Year End June 30, 2019

### REVENUES:

|                                 |                  |
|---------------------------------|------------------|
| Ia Dept of Public Health Grants | \$502,300        |
| City Governments                | \$522            |
| Cedar Falls CDBG                | \$11,700         |
| Client Fees                     | \$10,500         |
| 3rd party insurance             | \$155,000        |
| Medicaid                        | \$140,000        |
| Miscellaneous                   | <u>\$720</u>     |
| <b>Total Revenues</b>           | <b>\$820,742</b> |

### EXPENSES:

|   |                         |
|---|-------------------------|
| Salaries  | \$363,793               |
| Benefits and taxes                                      | \$130,286               |
| Utilities   | \$9,396                 |
| Repairs and Maint.                                      | \$18,200                |
| Insurance   | \$5,690                 |
| Telephone   | \$3,400                 |
| Postage   | \$120                   |
| Office Supplies   | \$3,600                 |
| Household supplies                                      | \$13,500                |
| Groceries   | \$16,000                |
| Computer Support  | \$3,700                 |
| Subcontract services-medical director, dietician, nurse | \$7,720                 |
| Travel  | \$2,500                 |
| Certification/Subscriptions                             | \$720                   |
| Staff Training  | \$3,175                 |
| Educational Materials                                   | \$300                   |
| Client services   | \$4,260                 |
| Miscellaneous   | \$700                   |
| General and administrative                              | \$85,232                |
| Depreciation  | \$10,000                |
| <b>Total Expenses</b>                                   | <b><u>\$682,292</u></b> |

Excess Expenses \$138,450

h:\excellbudgetrecoveryhouse19

**PATHWAYS BEHAVIORAL SERVICES  
BUDGET  
Fiscal Year End June 30, 2019**

**REVENUES:**

|                                 |                    |
|---------------------------------|--------------------|
| Managed Care Contract           | \$1,421,216        |
| Ia Dept of Public Health Grants | \$546,631          |
| City Governments                | \$17,311           |
| County Governments              | \$65,395           |
| Other Government Contracts      | \$184,920          |
| Various United Ways             | \$80,700           |
| Private Donations               | \$2,000            |
| Client Fees                     | \$3,074,716        |
| Investment Revenue              | \$75,000           |
| Miscellaneous                   | \$360              |
| <b>Total Revenues</b>           | <b>\$5,468,249</b> |

**EXPENSES:**

|                               |                    |
|-------------------------------|--------------------|
| Salaries                      | \$3,074,122        |
| Benefits and taxes            | \$1,219,037        |
| Rent and Utilities            | \$72,610           |
| Repairs and Maint.            | \$74,132           |
| Insurance                     | \$58,453           |
| Telephone                     | \$62,148           |
| Postage                       | \$5,390            |
| Office Supplies               | \$40,594           |
| Computer support              | \$52,820           |
| Medical Director/Psychiatrist | \$60,300           |
| Legal and accounting          | \$21,400           |
| Dietician                     | \$720              |
| Subcontract services/ARNP     | \$203,180          |
| Travel                        | \$53,100           |
| Certification/Subscriptions   | \$21,719           |
| Staff Training                | \$23,321           |
| Educational Materials         | \$39,124           |
| Client Services               | \$42,454           |
| Information Publicity         | \$12,000           |
| Miscellaneous                 | \$8,682            |
| Consulting fees               | \$111,747          |
| Depreciation                  | <u>\$120,800</u>   |
| <b>Total Expenses</b>         | <b>\$5,377,853</b> |

**Excess Revenues****\$90,396**

File No. \_\_\_\_\_

Project: \_\_\_\_\_

Sponsor: \_\_\_\_\_

Note: Check one for the entire year of reporting.

Household (Each household is one unit)

Client (Each person is one unit)

CDBG DIRECT BENEFIT ACTIVITY REPORT

No less than 51% of clientele served MUST qualify at L/M income level

Report Complied by: \_\_\_\_\_

Phone No: \_\_\_\_\_

FAX No.: \_\_\_\_\_

GRANT ALLOCATION

Record ONLY the UNDUPLICATED number served.

Table with columns: Categories, IDIS, Jul, Aug, Sept, Oct, Nov, Dec, Jan, Feb, Mar, Apr, May, June, Total, Grand Total. Rows include Income, Single race category, and Multi-race category.

Instructions: Gray areas for internal use only -- calculations will appear automatically. When choosing a category, choose ONLY one that best identifies a specific client/family being served.

EXPENDITURES -- Total spent YTD from ALL funding sources: CDBG, Federal (other), State, Local, Private, Fees, Other, TOTAL.

Item G.2.1.



**AGREEMENT FOR PROFESSIONAL SERVICES**

**PART I - TERMS AND CONDITIONS**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Cedar Falls, Iowa, hereinafter called the CITY, and **Salvation Army**, hereinafter called the AGENCY.

WHEREAS, the City of Cedar of Cedar Falls has received approval from the Secretary of Housing and Urban Development (HUD) of an application for funds under Title I of the Housing and Community Development Act of 1974, as amended, and approval of implementation of activities.

WHEREAS, the City of Cedar Falls has allocated funds as part of the Community Development Block Grant Program, for the purpose of aiding homebound, elderly, disabled, and/or low- and moderate-income citizens, as defined by HUD's Section 8 Income Limits, and handicapped residents.

WHEREAS, a Statement of Work for FY18-19 has been prepared by the AGENCY and has been incorporated into this Agreement as Section 3.

WHEREAS, the AGENCY is comprised of professional staff and will carry out the Statement of Work by providing assistance to eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits, herein attached as Exhibit A.

The CITY shall compensate the AGENCY in accordance with the terms and conditions of the Agreement.

1. THE WORKING RELATIONSHIP WITH THE CITY

The AGENCY shall work with and through the Department of Community Development of Cedar Falls, Iowa, for the purpose of performing the services as hereinafter defined.

2. SERVICES TO BE PROVIDED BY THE CITY

- A. The CITY shall furnish to the AGENCY at no cost, available general information and records which pertain to the project.
- B. The CITY shall be responsible for monitoring the AGENCY for HUD compliance and the keeping of the project Community Development Block Grant account.

## Item G.2.I.

### 3. AGENCY STATEMENT OF WORK/SCOPE OF SERVICES

CDBG funds provided through the City of Cedar Falls will be used exclusively to provide services to low- and moderate-income residents of Cedar Falls. The Statement of Work/Scope of Services of the AGENCY for FY18-19 are as follows:

The Salvation Army Women's and Children's Shelter provides a safe, supportive place for abused women and children when they have nowhere else to go. The emergency shelter staff provides supportive services to shelter residents working toward permanent stable housing and employment, as necessary. The expenses funded with CDBG dollars will cover operating costs, shelter rehabilitation and repairs, and/or water bills and staff salaries.

#### COMPLETION DATE

The aforementioned services shall be accomplished during the fiscal year beginning July 1, 2018 and ending June 30, 2019. This agreement will be valid upon execution by the CITY and AGENCY.

### 5. BUDGET

The FY18-19 budget for the AGENCY is herein attached as Exhibit B.

### 6. AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$8,500.00 of Community Development Block Grant funds.

### 7. METHOD OF PAYMENT

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the AGENCY for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit C, bills, invoices, and/or other appropriate documentation. The AGENCY shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

### 8. RECORDS AND REPORTS

A. The AGENCY will maintain a list of all citizens assisted with CDBG funds. Each agency, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the CITY upon request. If the AGENCY is unable to provide the client's name and address due to the confidential nature of the project, an

identifying code number will be substituted for the name and address.

- B. The AGENCY will submit quarterly progress reports providing all information requested on Exhibit C. Quarterly reports will be due on October 24, 2018; January 24, 2019; April 25, 2019; and July 25, 2019 and shall be submitted to:

Iris Lehmann, Planner I  
City Hall  
220 Clay Street  
Cedar Falls, Iowa 50613

- C. The AGENCY will submit to the CITY the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The AGENCY will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

9. MONITORING PROCEDURES

The Cedar Falls Department of Community Development will be responsible for the administration of this Agreement to ascertain whether the AGENCY is complying substantially with the Community Development Block Grant Agreement, regulations and provisions.

- A. On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.
- B. The CITY will review AGENCY files to determine if adequate information is being maintained to be in compliance with Section 8 of this Agreement. The CITY will provide the AGENCY with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

10. EXTENT OF STATEMENT

This AGREEMENT, composed of Part I, Part II and Exhibits A, B, and C hereby incorporated by this reference, represents the entire and integrated AGREEMENT between the CITY and the AGENCY and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CITY and the AGENCY. Said amendments shall be executed following approval by City Council and the Agency's governing board, and both CITY and AGENCY shall retain an original executed copy.

# Item G.2.I.

## 11. DISPOSITION

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- A. Items of equipment with a current per-unit market value of less than \$500 may be retained, sold or otherwise disposed of with no further obligation to the awarding party.
- B. Items of equipment with a current per unit fair market value in excess of \$500 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- C. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take disposition actions.

## 12. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Iowa. IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year first above mentioned.

AGENCY:

CITY:

SALVATION ARMY

CITY OF CEDAR FALLS, IOWA

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES  
PART II - TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner their obligations under this contract, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this Contract by given written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the AGENCY under this Contract shall, at the option of the CITY, become its property and the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the AGENCY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the AGENCY, and the CITY may withhold any payments to the AGENCY for the purpose of set-off until such time as the exact amount of damages due the CITY from the AGENCY is determined.

2. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the AGENCY. If the Contract is terminated by the CITY as provided herein, the AGENCY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the AGENCY, Paragraph 1 hereof relative to termination shall apply.

3. CHANGES

The CITY may, from time to time, request changes in the scope of the services of the AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the AGENCY'S compensation, which are mutually agreed upon by and between the CITY and the AGENCY, shall be incorporated in written amendments to this Contract.

4. PERSONNEL

A. The AGENCY represents that they have, or will hire at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

## Item G.2.I.

- B. All of the services required hereunder will be performed by the AGENCY or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

### 5. ASSIGNABILITY

The AGENCY shall not assign any interest on this Contract, and shall not transfer or assign any interest in the same without the prior written consent of the CITY, provided, however, that claims for money by the AGENCY from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished to the CITY.

### 6. REPORTS AND INFORMATION

The AGENCY, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

### 7. RECORDS AND AUDITS

The AGENCY shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the CITY or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

### 8. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the AGENCY under this Contract are confidential and the AGENCY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

### 9. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the AGENCY.

10. COMPLIANCE WITH LOCAL LAWS

The AGENCY shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the AGENCY shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the AGENCY agrees as follows:

- A. The AGENCY will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, 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 for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- B. The AGENCY will, in all solicitation or advertisements for employees placed by or on behalf of the AGENCY, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin.
- C. The AGENCY will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

## Item G.2.I.

- E. The AGENCY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY'S Department of Community 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 AGENCY'S noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The AGENCY will include the provisions of paragraphs 11(1) through 11(7) 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AGENCY will take such action with respect to any subcontract or purchase order as the CITY'S Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY'S Department of Community Development, the AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

### 12. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### 13. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

### 14. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is on a project assisted under a



- program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
  - C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
  - E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the

## **Item G.2.I.**

planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

### **16. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS**

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

### **17. INTEREST OF AGENCY AND EMPLOYEES**

The AGENCY covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The AGENCY further covenants that in the performance of this Contract, no person having any such interest shall be employed.

## **CONTRACTOR**

### **SECTION 3 PLAN FORMAT**

The AGENCY agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- \*4. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

- \*5. To insure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- 6. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
- 7. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- 8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

\*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.

- 9. To appoint or recruit an executive official of the company or agency as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
- 10. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of the AGENCY we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Item G.2.I.

## U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the AGENCY has not filed a compliance report due under applicable instructions, such AGENCY shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

### CERTIFICATION BY AGENCY

NAME AND ADDRESS OF AGENCY: \_\_\_\_\_  
\_\_\_\_\_

1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.  
 Yes       No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes       No
3. Agency has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes       No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
 Yes       No

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Exhibit A:

| INCOME LIMITS<br>Effective 4-1-2018 |          |          |          |          |          |          |          |          |
|-------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
|                                     | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> |
| <b>30%</b>                          | 14,250   | 16,460   | 20,780   | 25,100   | 29,420   | 33,740   | 38,060   | 42,380   |
| <b>50%</b>                          | 23,750   | 27,150   | 30,550   | 33,900   | 36,650   | 39,350   | 42,050   | 44,750   |
| <b>80%</b>                          | 38,000   | 43,400   | 48,850   | 54,250   | 58,600   | 62,950   | 67,300   | 71,650   |

# Item G.2.I.

## The Salvation Army Emergency Housing Services Budget: 2019

| Revenue                               | Projected FY 19     | Funding Status | Notes   |
|---------------------------------------|---------------------|----------------|---|
| Cedar Valley United Way Grant Funding | \$36,925.00         | Secured        |   |
| Gov. Funding - City                   | \$20,000.00         | Requested      | Community Development Block Grant: Waterloo and Cedar Falls. Combined received \$17,040 in FY 2018. |
| Gov. Funding - Federal                | \$13,632.00         | Secured        | Emergency Food & Shelter Program  |
| Gov. Funding - State                  | \$77,988.00         | Requested      | Iowa Finance Authority Shelter Assistance Fund Grant. Received \$70,151 in FY 2018                  |
| Grants                                | \$50,000.00         | Requested      | Otto Schoitz Foundation   |
| Contributions/Donations               | \$125,000.00        | Anticipated    | Annual Red Kettle Fundraising Campaign and On-going Mail Appeal Solicitations                       |
| In-Kind Support                       | \$76,455.00         | Anticipated    | In-kind goods donations and volunteer support   |
|                                       | <b>\$400,000.00</b> |                |   |

| Expense                        | Projected FY 19     | Notes   |
|--------------------------------|---------------------|---|
| Personnel                      | \$175,542.00        | 1 FT Coordinator, 13 PT employees to provide round-the-clock staffing. Value of two volunteers (\$22.73/hour according to IndependentSector.org) at 10 hours per week.  |
| Benefits                       | \$14,000.00         | 1 FT Coordinator health/vision/pension. PT employees earning vacation, sick, and pension.   |
| Utilities                      | \$20,000.00         | Phone/internet, gas, electric, water.   |
| Office Supplies                | \$5,000.00          | Paper, printed materials, professional fees (Access Systems).   |
| Training                       | \$1,500.00          | Annual Iowa/Nebraska Peer-to-Peer Symposium, Territorial Social Services Conference, One-day seminars.  |
| Mileage                        | \$500.00            | Milage in town between shelters and partner agencies. Mileage to training opportunities.  |
| Equipment                      | \$10,000.00         | Replace refrigerator and washer at Women's Shelter. Expand camera system at both shelters to alleviate blind spots. Routine equipment replacement as necessary.   |
| Property Upkeep/Repairs        | \$12,000.00         | Snow removal. Lawn care for Women's Shelter. Pest control services. Annual professional carpet cleaning.  |
| Food                           | \$30,000.00         | Some donated as in-kind gift. Some Food Bank purchases (primarily perishable goods and staple pantry items).  |
| Direct Assistance to Residents | \$131,458.00        | Federal value of the night of shelter (\$12.50) x 10,000 nights of shelter (conservative estimate). Community partnership services. Clothing, Personal Supplies, Gas, Bus Fare, Prescription Co-pays, Case-Management Identified Needs. |
|                                | <b>\$400,000.00</b> |   |

**THE SALVATION ARMY**  
**CORPS COMMUNITY CENTER BUDGET**

CORPS Waterloo DIVISION Heartland

BUDGET YEAR-FROM 10/1/2018 TO 9/30/2019

| RECAPITULATION             | LAST YEAR                           | CURRENT YEAR                                   |   | NEXT YEAR                                      |   |
|----------------------------|-------------------------------------|--|---|--|---|
|                            | ACTUALS<br>YEAR ENDING<br>9/30/2017 | APPROVED<br>BUDGET<br>YEAR ENDING<br>9/30/2018 | ACTUAL YEAR<br>TO DATE<br>MONTHS<br>6 3/31/2018 | PROPOSED<br>BUDGET<br>YEAR ENDING<br>9/30/2019 | REVISED<br>BUDGET<br>YEAR ENDING<br>9/30/2019 |
| TOTAL EXPENSE              | 2169455                             | 1866293  | 915423  | 1835526  | 0   |
| TOTAL OPERATING INCOME     | 2031757                             | 1772593  | 986298  | 1766600  | 0   |
| APPROPRIATION - UNITED WAY | 98812                               | 93700  | 47113   | 68926  | 0   |
| SURPLUS OR (DEFICIT)       | -38886                              | 0  | 117988  | 0  | 0   |

CHRISTMAS GOAL 631000

**ENDORSEMENTS**

Advisory Board

Commanding Officer

Local Officers

Divisional Headquarters

# Item G.2.I.

| ACCOUNT NUMBER | INCOME                                   | LAST YEAR ACTUALS |              |              | CURRENT YEAR |                                       |                                      | NEXT YEAR                             |                                      |                           | VARIANCE     |  |
|----------------|--|-------------------|--------------|--------------|--------------|---------------------------------------|--------------------------------------|---------------------------------------|--------------------------------------|---------------------------|--------------|--|
|                |  | 9/30/2017         | 9/30/2018    | 3/31/2018    | 6            | APPROVED BUDGET YEAR ENDING 9/30/2018 | ACTUAL YEAR TO DATE MONTHS 3/31/2018 | PROPOSED BUDGET YEAR ENDING 9/30/2019 | REVISED BUDGET YEAR ENDING 9/30/2019 | BUDGET THIS YR TO LAST YR | % Difference |  |
| 4001           | Unrestricted Donations and Solicitations | 168,408.14        | 170,000.00   | 74,531.81    | 185,000.00   | 185,000.00                            | -                                    | 15,000.00                             | 8.82%                                |                           |              |  |
| 4002           | Seasonal Appeals                         | 784,753.98        | 852,754.00   | 661,261.86   | 886,000.00   | 886,000.00                            | -                                    | 33,246.00                             | 3.90%                                |                           |              |  |
| 4003           | Meeting Collections                      | 1,569.89          | 2,702.00     | 800.71       | 2,600.00     | 2,600.00                              | -                                    | (102.00)                              | -3.77%                               |                           |              |  |
| 4004           | Cartridges                               | 20,213.18         | 26,000.00    | 8,931.64     | 14,300.00    | 14,300.00                             | -                                    | (11,700.00)                           | -45.00%                              |                           |              |  |
| 4005           | World Services                           | 1,318.21          | 2,000.00     | 520.48       | 2,000.00     | 2,000.00                              | -                                    | -                                     | 0.00%                                |                           |              |  |
| 4006           | Harvest Festival                         | -                 | 46.00        | -            | -            | -                                     | -                                    | (46.00)                               | -100.00%                             |                           |              |  |
| 4052           | Gifts-In-Kind                            | 493,125.35        | 400,000.00   | 168,339.37   | 400,000.00   | 400,000.00                            | -                                    | -                                     | 0.00%                                |                           |              |  |
| 4201           | Special Fund Raising Event               | 113.00            | 9,100.00     | -            | 5,000.00     | 5,000.00                              | -                                    | (4,100.00)                            | -45.05%                              |                           |              |  |
| 4601           | Thrift Store Appropriation               | 9,186.64          | -            | -            | -            | -                                     | -                                    | -                                     | #DIV/0!                              |                           |              |  |
| 4602           | Corps Groups/Women Aux                   | 68,151.00         | 1,000.00     | 6,963.67     | -            | -                                     | (1,000.00)                           | (1,000.00)                            | -100.00%                             |                           |              |  |
| 4603           | DHQP Allocation/City Command             | 201,531.47        | 7,250.00     | 47,786.22    | -            | -                                     | (7,250.00)                           | (7,250.00)                            | -100.00%                             |                           |              |  |
| 4604           | THQ Transfers                            | 179,696.24        | 185,750.00   | -            | 149,000.00   | 149,000.00                            | -                                    | (36,750.00)                           | -19.78%                              |                           |              |  |
| 4701           | Other Unassociated Funding               | -                 | -            | -            | -            | -                                     | -                                    | -                                     | #DIV/0!                              |                           |              |  |
| 5001           | Government Funds                         | 83,699.47         | 101,691.00   | 15,000.00    | 107,700.00   | 107,700.00                            | -                                    | 6,009.00                              | 5.91%                                |                           |              |  |
| 6001           | Membership Dues                          | -                 | 1,500.00     | 620.00       | -            | 1,500.00                              | -                                    | -                                     | #DIV/0!                              |                           |              |  |
| 6201           | Program Service Fees                     | -                 | -            | -            | -            | -                                     | -                                    | -                                     | 0.00%                                |                           |              |  |
| 6401           | War Cry Sales                            | -                 | -            | -            | -            | -                                     | -                                    | -                                     | #DIV/0!                              |                           |              |  |
| 6402           | Thrift Store Sales                       | -                 | -            | -            | -            | -                                     | -                                    | -                                     | #DIV/0!                              |                           |              |  |
| 7403           | Vending Machine Sales                    | 2,949.90          | 3,000.00     | 489.50       | -            | 3,000.00                              | -                                    | -                                     | 0.00%                                |                           |              |  |
| 7702           | Gain or Loss on Sale of Assets           | 4,200.00          | -            | -            | -            | -                                     | -                                    | -                                     | #DIV/0!                              |                           |              |  |
| 801            | Interest Income                          | 836.83            | 300.00       | -            | 1,000.00     | 1,000.00                              | -                                    | 700.00                                | 233.33%                              |                           |              |  |
| 901            | Sundry                                   | 12,003.32         | 9,500.00     | 1,052.50     | 9,500.00     | 9,500.00                              | -                                    | -                                     | 0.00%                                |                           |              |  |
|                |  |                   |              |              |              |                                       |                                      |                                       |                                      |                           |              |  |
|                |  |                   |              |              |              |                                       |                                      |                                       |                                      |                           |              |  |
|                |  |                   |              |              |              |                                       |                                      |                                       |                                      |                           |              |  |
|                |  |                   |              |              |              |                                       |                                      |                                       |                                      |                           |              |  |
| 4701           | TOTAL OPERATING INCOME                   | 2,031,756.62      | 1,772,593.00 | 986,297.76   | 1,766,600.00 | 1,766,600.00                          | -                                    | (5,993.00)                            |                                      |                           |              |  |
|                | APPROPRIATION - UNITED WAY               | 98,811.80         | 93,700.00    | 47,113.13    | 68,926.00    | 68,926.00                             | -                                    | (24,774.00)                           | -26.44%                              |                           |              |  |
|                | TOTAL INCOME AND UNITED WAY APPROP.      | 2,130,568.42      | 1,866,293.00 | 1,033,410.89 | 1,835,526.00 | 1,835,526.00                          | -                                    | (30,767.00)                           |                                      |                           |              |  |
|                | BALANCE BROUGHT FORWARD                  |                   |              |              |              |                                       |                                      |                                       |                                      |                           |              |  |
|                | GRAND TOTALS                             |                   |              |              |              |                                       |                                      |                                       |                                      |                           |              |  |





File No. \_\_\_\_\_

Project: \_\_\_\_\_

Sponsor: \_\_\_\_\_

Note: Check one for the entire year of reporting.

Household (Each household is one unit)

Client (Each person is one unit)

CDBG DIRECT BENEFIT ACTIVITY REPORT

No less than 51% of clientele served MUST qualify at L/M income level

Report Complied by: \_\_\_\_\_

Phone No: \_\_\_\_\_

FAX No.: \_\_\_\_\_

GRANT ALLOCATION

Record ONLY the UNDUPLICATED number served.

Table with columns: Categories, IDIS, Jul, Aug, Sept, Oct, Nov, Dec, Jan, Feb, Mar, Apr, May, June, Total, Grand Total. Rows include Income, Single race category, Multi-race category, and Duplicate Units of Service per month.

Instructions: Gray areas for internal use only -- calculations will appear automatically. When choosing a category, choose ONLY one that best identifies a specific client/family being served. Calculations: Totals in both categories (income/race) must equal. Quarterly reports are due at the end of -- Sept., Dec., Mar., and June. Attach a second sheet for quarterly activity reports. Reports are to include 3-months of program accomplishments and/or a brief explanation of why goals were not met, and an over-all projection for the next 3-months.

EXPENDITURES -- Total spent YTD from ALL funding sources: CDBG: \_\_\_\_\_ Private: \_\_\_\_\_ Federal (other): \_\_\_\_\_ Fees: \_\_\_\_\_ State: \_\_\_\_\_ Other: \_\_\_\_\_ Local: \_\_\_\_\_ TOTAL: \_\_\_\_\_

Item G.2.1.

**AGREEMENT FOR PROFESSIONAL SERVICES**

**PART I - TERMS AND CONDITIONS**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Cedar Falls, Iowa, hereinafter called the CITY, and **Visiting Nursing Association**, hereinafter called the AGENCY.

WHEREAS, the City of Cedar of Cedar Falls has received approval from the Secretary of Housing and Urban Development (HUD) of an application for funds under Title I of the Housing and Community Development Act of 1974, as amended, and approval of implementation of activities.

WHEREAS, the City of Cedar Falls has allocated funds as part of the Community Development Block Grant Program, for the purpose of aiding homebound, elderly, disabled, and/or low- and moderate-income citizens, as defined by HUD's Section 8 Income Limits, and handicapped residents.

WHEREAS, a Statement of Work for FY18-19 has been prepared by the AGENCY and has been incorporated into this Agreement as Section 3.

WHEREAS, the AGENCY is comprised of professional staff and will carry out the Statement of Work by providing assistance to eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits, herein attached as Exhibit A.

The CITY shall compensate the AGENCY in accordance with the terms and conditions of the Agreement.

1. **THE WORKING RELATIONSHIP WITH THE CITY**

The AGENCY shall work with and through the Department of Community Development of Cedar Falls, Iowa, for the purpose of performing the services as hereinafter defined.

2. **SERVICES TO BE PROVIDED BY THE CITY**

- A. The CITY shall furnish to the AGENCY at no cost, available general information and records which pertain to the project.
- B. The CITY shall be responsible for monitoring the AGENCY for HUD compliance and the keeping of the project Community Development Block Grant account.

## Item G.2.I.

### 3. AGENCY STATEMENT OF WORK/SCOPE OF SERVICES

CDBG funds provided through the City of Cedar Falls will be used exclusively to provide services to low- and moderate-income residents of Cedar Falls. The Statement of Work/Scope of Services of the AGENCY for FY18-19 are as follows:

Visiting Nursing Association will provide physician ordered skilled nursing services to low/moderate income residents of Cedar Falls in their homes when such services are needed and other service payment resources are not available. VNA will be reimbursed at the current rate per visit.

### 4. COMPLETION DATE

The aforementioned services shall be accomplished during the fiscal year beginning July 1, 2018 and ending June 30, 2019. This agreement will be valid upon execution by the CITY and AGENCY.

### 5. BUDGET

The FY18-19 budget for the AGENCY is herein attached as Exhibit B.

### 6. AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$4,500.00 of Community Development Block Grant funds.

### 7. METHOD OF PAYMENT

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the AGENCY for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit C, bills, invoices, and/or other appropriate documentation. The AGENCY shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

### 8. RECORDS AND REPORTS

A. The AGENCY will maintain a list of all citizens assisted with CDBG funds. Each agency, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the CITY upon request. If the AGENCY is unable to provide the client's name and address due to the confidential nature of the project, an

identifying code number will be substituted for the name and address.

- B. The AGENCY will submit quarterly progress reports providing all information requested on Exhibit C. Quarterly reports will be due on October 24, 2018; January 24, 2019; April 25, 2019; and July 25, 2019 and shall be submitted to:

Iris Lehmann, Planner I  
City Hall  
220 Clay Street  
Cedar Falls, Iowa 50613

- C. The AGENCY will submit to the CITY the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The AGENCY will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

9. MONITORING PROCEDURES

The Cedar Falls Department of Community Development will be responsible for the administration of this Agreement to ascertain whether the AGENCY is complying substantially with the Community Development Block Grant Agreement, regulations and provisions.

- A. On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.
- B. The CITY will review AGENCY files to determine if adequate information is being maintained to be in compliance with Section 8 of this Agreement. The CITY will provide the AGENCY with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

10. EXTENT OF STATEMENT

This AGREEMENT, composed of Part I, Part II and Exhibits A, B, and C hereby incorporated by this reference, represents the entire and integrated AGREEMENT between the CITY and the AGENCY and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CITY and the AGENCY. Said amendments shall be executed following approval by City Council and the Agency's governing board, and both CITY and AGENCY shall retain an original executed copy.

# Item G.2.I.

## 11. DISPOSITION

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- A. Items of equipment with a current per-unit market value of less than \$500 may be retained, sold or otherwise disposed of with no further obligation to the awarding party.
- B. Items of equipment with a current per unit fair market value in excess of \$500 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- C. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take disposition actions.

## 12. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Iowa. IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year first above mentioned.

AGENCY:

VISITING NURSING ASSOCIATION

CITY:

CITY OF CEDAR FALLS, IOWA

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES  
PART II - TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner their obligations under this contract, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this Contract by given written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the AGENCY under this Contract shall, at the option of the CITY, become its property and the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the AGENCY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the AGENCY, and the CITY may withhold any payments to the AGENCY for the purpose of set-off until such time as the exact amount of damages due the CITY from the AGENCY is determined.

2. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the AGENCY. If the Contract is terminated by the CITY as provided herein, the AGENCY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the AGENCY, Paragraph 1 hereof relative to termination shall apply.

3. CHANGES

The CITY may, from time to time, request changes in the scope of the services of the AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the AGENCY'S compensation, which are mutually agreed upon by and between the CITY and the AGENCY, shall be incorporated in written amendments to this Contract.

4. PERSONNEL

A. The AGENCY represents that they have, or will hire at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

## Item G.2.I.

- B. All of the services required hereunder will be performed by the AGENCY or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

### 5. ASSIGNABILITY

The AGENCY shall not assign any interest on this Contract, and shall not transfer or assign any interest in the same without the prior written consent of the CITY, provided, however, that claims for money by the AGENCY from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished to the CITY.

### 6. REPORTS AND INFORMATION

The AGENCY, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

### 7. RECORDS AND AUDITS

The AGENCY shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the CITY or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

### 8. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the AGENCY under this Contract are confidential and the AGENCY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.



9. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the AGENCY.

10. COMPLIANCE WITH LOCAL LAWS

The AGENCY shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the AGENCY shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the AGENCY agrees as follows:

- A. The AGENCY will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, sex, sexual orientation, gender identity, religion, color, disability 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 for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- B. The AGENCY will, in all solicitation or advertisements for employees placed by or on behalf of the AGENCY, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin.
- C. The AGENCY will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

## Item G.2.I.

- E. The AGENCY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY'S Department of Community 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 AGENCY'S noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The AGENCY will include the provisions of paragraphs 11(1) through 11(7) 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AGENCY will take such action with respect to any subcontract or purchase order as the CITY'S Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY'S Department of Community Development, the AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

### 12. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### 13. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES
- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
  - B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
  - C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
  - E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

## **Item G.2.I.**

### **15. INTEREST OF MEMBERS OF A CITY**

No member of the governing body of the City and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

### **16. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS**

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

### **17. INTEREST OF AGENCY AND EMPLOYEES**

The AGENCY covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The AGENCY further covenants that in the performance of this Contract, no person having any such interest shall be employed.

## **CONTRACTOR**

### **SECTION 3 PLAN FORMAT**

The AGENCY agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

- \*4. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- \*5. To insure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- 6. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
- 7. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- 8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.  
  
\*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.
- 9. To appoint or recruit an executive official of the company or agency as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
- 10. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of the AGENCY we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Item G.2.I.

## U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the AGENCY has not filed a compliance report due under applicable instructions, such AGENCY shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

### CERTIFICATION BY AGENCY

NAME AND ADDRESS OF AGENCY: \_\_\_\_\_  
\_\_\_\_\_

1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.  
 Yes       No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes       No
3. Agency has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes       No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
 Yes       No

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Exhibit A:

| INCOME LIMITS<br>Effective 4-1-2018 |          |          |          |          |          |          |          |          |
|-------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
|                                     | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> |
| <b>30%</b>                          | 14,250   | 16,460   | 20,780   | 25,100   | 29,420   | 33,740   | 38,060   | 42,380   |
| <b>50%</b>                          | 23,750   | 27,150   | 30,550   | 33,900   | 36,650   | 39,350   | 42,050   | 44,750   |
| <b>80%</b>                          | 38,000   | 43,400   | 48,850   | 54,250   | 58,600   | 62,950   | 67,300   | 71,650   |

**Item G.2.I.**

Waterloo Visiting Nursing Association  
 Operating Budget  
 FY'19

|  |           |
|--|-----------|
| <b>REVENUE</b>   |           |
| Non-Government Sources   |           |
| Cedar Valley United Way  | 54,336    |
| Waverly / Shellrock United Way                                 | 2200      |
| Government Sources   |           |
| City of Cedar Falls (proposed)                                 | 7656      |
| Iowa Public Health – Subcontract                               | 65,000    |
| Other Revenue  |           |
| Medicare, Medicaid, Veterans Administration, Private Insurance | 1,299,797 |
| Client Paid Fees   | 20,000    |
|  |           |
| Total Revenue  | 1,448,989 |
| <b>EXPENDITURES</b>  |           |
| Personnel, including mileage                                   | 1,122,304 |
| Occupancy / Phone  | 44,000    |
| Materials / Supplies / Insurance                               | 38,260    |
| Contracted Services  | 181,688   |
|  |           |
| Total Expenditures   | 1,386,252 |
| <b>SUMMARY</b>   |           |
| Revenue  | 1,448,989 |
| Expenditures   | 1,386,252 |
| Projected Margin   | 62,737    |
|  |           |



Waterloo Visiting Nursing Association  
Program Budget – Cedar Falls CDBG  
FY'19

Expenses:

|                              |        |
|------------------------------|--------|
| Personnel                    | 2189   |
| Benefits                     | 558    |
| Rent                         | 3600   |
| Utilities                    | 841    |
| Office / Program<br>Supplies | 1200   |
| Mileage                      | 732    |
| Computer / Tech<br>Support   | 1280   |
| TOTAL                        | 10,400 |

Projected Income:

|                                      |        |
|--------------------------------------|--------|
| CF-CDBG                              | 7656   |
| VNA In-kind                          | 1440   |
| Sliding Fees paid by<br>participants | 1304   |
| TOTAL                                | 10,400 |

File No. \_\_\_\_\_

Project: \_\_\_\_\_

Sponsor: \_\_\_\_\_

Note: Check one for the entire year of reporting.

Household (Each household is one unit)

Client (Each person is one unit)

CDBG DIRECT BENEFIT ACTIVITY REPORT

No less than 51% of clientele served MUST qualify at L/M income level

Report Complied by: \_\_\_\_\_

Phone No: \_\_\_\_\_

FAX No.: \_\_\_\_\_

GRANT ALLOCATION

Record ONLY the UNDUPLICATED number served.

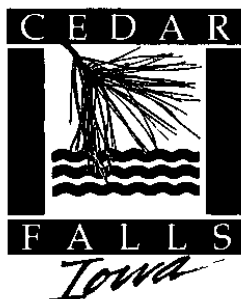
Table with columns: Categories, IDIS, Jul, Aug, Sept, Oct, Nov, Dec, Jan, Feb, Mar, Apr, May, June, Total, Grand Total. Rows include Income, Single race category, Multi-race category, and Duplicate Units of Service per month.

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Instructions: Gray areas for internal use only -- calculations will appear automatically. When choosing a category, choose ONLY one that best identifies a specific client/family being served. Calculations: Totals in both categories (income/race) must equal. Quarterly reports are due at the end of -- Sept., Dec., Mar., and June. Attach a second sheet for quarterly activity reports. Reports are to include 3-months of program accomplishments and/or a brief explanation of why goals were not met, and an over-all projection for the next 3-months.

EXPENDITURES -- Total spent YTD from ALL funding sources: CDBG: \_\_\_\_\_ Private: \_\_\_\_\_ Federal (other): \_\_\_\_\_ Fees: \_\_\_\_\_ State: \_\_\_\_\_ Other: \_\_\_\_\_ Local: \_\_\_\_\_ TOTAL: \_\_\_\_\_

Item G.2.1.



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:** Iris Lehmann, Planner I  
**DATE:** September 12, 2018  
**SUBJECT:** Rental to Single Family Owner Conversion Incentive Program: 815 Olive Street

The Rental to Single Family Owner Conversion Incentive Program was adopted by City Council on December 21, 2015. The program offers a Forgivable Loan of up to \$10,000 for exterior improvements to a residential rental property being purchased and converted to a single family owner occupied residence. The goal is to improve and positively impact neighborhood character and encourage private improvements to rental properties converting to owner occupied. The concept of the Rental to Single Family Owner Conversion Incentive Program was developed initially through the City established Rental Task Force.

Madeleine Seymour is in the process of purchasing 815 Olive Street. The pending owner has submitted an application, attached, to be considered for the Rental to Single Family Owner Conversion Incentive Program. The property meets the requirements for the program: has been a rental for at least the past three years (since early 2001), is located in the R-2 zoning district, falls within the program's geographical boundaries, and is in a block with less than 75% rentals.

Madeleine Seymour is proposing to repair the property's chimney, replace the existing driveway/patio/stoop, and update the drainage around the house. Based on the submitted bids by Owens Property Service (chimney) and Cedar Valley Lawn Care (driveway/patio/stoop and drainage) the actual cost of the improvements listed is \$14,913.

The Community Development Department recommends adopting a resolution approving this property for a forgivable loan of up to \$10,000.00 with the placement of a lien on the property for which 20% will be forgiven each year for five years with prorated payback if sold prior to the end of five years. Half of the forgivable loan will be paid upon City Council approval with the balance paid upon completion of the improvements, inspections by the City of the improvements, and verification of the actual costs of the improvements. This approval is subject to the property passing a major system evaluation (city inspection) and closing documents being provided to staff.

If you have any questions, please contact the Community Development Department.

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

# Item G.2.m.

This instrument was drafted by: Iris Lehmann, Community Development Department,  
City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, Phone: 319-268-5185.

## LIEN NOTICE AND SPECIAL PROMISSORY NOTE

Account No. 101-2245-44-89.79 Amount \$ 10,000.00

Date: \_\_\_\_\_

RE: Property located at: 815 Olive Street  
and legally described as PACIFIC ADDITION ALL LOT 91 EXC S 6 FT

(hereinafter the "Rehabilitated Property").

WHEREAS, the City of Cedar Falls, Iowa, has advanced certain sums to the following owner or owners: Madeleine Seymour (hereinafter referred to as "Owner"), under the a Rental to Owner Conversion Program, which Program requires that an encumbrance be placed upon the above-described Property, upon the terms and conditions set forth below.

IT IS AGREED by the Owner as follows:

FOR VALUE RECEIVED, the undersigned Owner, jointly and severally promises to pay to the order of the City of Cedar Falls, Iowa, or its successors or assigns (hereinafter the "City"), the sum of ten thousand and 00/100 Dollars (\$10,000.00) (hereinafter the "Loan"), as follows:

- A. If the Property is sold or transferred within twelve (12) months of the date of this agreement, one hundred (100) percent of the Loan shall become due and payable to the City;
- B. If the Rehabilitated Property is sold or transferred any time between the 13<sup>th</sup> and 24<sup>th</sup> month from the date of this agreement, eighty (80) percent of the Loan shall become due and payable to the City;
- C. If the Rehabilitated Property is sold or transferred any time between the 25<sup>th</sup> and 36<sup>th</sup> month from the date of this agreement, sixty (60) percent of the Loan shall become due and payable to the City;
- D. If the Rehabilitated Property is sold or transferred any time between the 37<sup>th</sup> and 48<sup>th</sup> month from the date of this agreement, forty (40) percent of the Loan shall become due and payable to the City;
- E. If the Rehabilitated Property is sold or transferred any time between the 49<sup>th</sup> and 60<sup>th</sup> month from the date of this agreement, twenty (20) percent of the Loan shall become due and payable to the City;

- F. After the sixtieth (60) month from the date of this instrument, the entire amount of the Loan is forgiven and no money will be due and payable to the City;
- G. Owner shall own and occupy the Property as the Owner’s principal residence at all times during the sixty (60) month period described herein. In the event the Owner fails to occupy the Rehabilitated Property as the Owner’s principal residence for any period of two (2) consecutive months, for any reason, or sells, transfers, rents, abandons, vacates or otherwise in any manner fails to occupy the Property, whether voluntarily or involuntarily, prior to the termination of the sixty (60) month period described herein, Owner shall immediately notify the City thereof. If during said sixty (60) month period, Owner shall violate the foregoing requirements, Owner shall immediately pay to the City the percentage of the unforgiven principal amount of the Loan, based upon the foregoing schedule, for the period between the date of this agreement and the date Owner fails to meet the foregoing requirements.
- H. Notwithstanding the provisions of paragraph G. above, if the failure of Owner to comply with the requirements of paragraph G. is due to medical circumstances beyond the reasonable control of Owner as defined in this paragraph, the entire amount of the Loan shall be forgiven, and no money will be due and payable to the City. For purposes of this agreement, “medical circumstances beyond the reasonable control of the Owner” shall include, without limitation, the death of the Owner, and the relocation of the Owner if prescribed by a medical doctor for health or disability reasons, with said relocation being to another climate, to a nursing or other care facility, or to an apartment or other facility, if deemed by Owner’s medical doctor as more suitable for the health and care of the Owner.

\_\_\_\_\_  
 Madeleine Seymour  
 OWNER

\_\_\_\_\_  
 OWNER

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by Madeleine Seymour.

\_\_\_\_\_  
 Notary Public in and for the State of Iowa

# Item G.2.m.



## DEPARTMENT OF COMMUNITY DEVELOPMENT RENTAL TO SINGLE FAMILY OWNER CONVERSION INCENTIVE PROGRAM APPLICATION

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

Property's Address: 815 Olive Street, Cedar Falls, IA 50613

Property Zoning (circle one): **R1** , R2 , Other

Name of Applicant: Madeleine Seymour

Applicant's Email: mseymour15@gmail.com Daytime Phone #: 319-290-6203

Current Deed Holder or Contract Buyer: Donald Collum, Rose Collum

Mailing Address of Owner (if different than above): 3605 N UNION RD

Owner's Email: \_\_\_\_\_ Daytime Phone #: 319-266-3315

Nature of improvements (specify): Chimney - Clean, Fix Brick, Bird cap, update damper

Driveway/Lawn - Repour driveway concrete and regrade lawn to drain away from foundation

Estimated or Actual Cost of Improvements: Chimney: Owens Property Service: \$3,720, Driveway: Driveway/Stoop/Patio/Drainage repairs by Cedar Valley Lawn Care: \$11,193.70

Proposed Start Date: 10/14/18 Estimated or Actual Date of Completion: 11/24/18

Lender: Community Bank and Trust - Tina Hummel Daytime Phone #: 319.433.4991

Lender Address: 422 Commercial Street, Waterloo, IA 50701

Applicants Signature: Madeleine Seymour Date: 8/27/18

Name (Printed): Madeleine Seymour

### FOR CITY USE ONLY

|              |  |
|--------------|--|
| CITY COUNCIL | Application Approved / Disapproved<br>Reason (if disapproved): _____<br>Date: _____ Resolution No. _____<br>Attested by the City Clerk _____                         |
| ASSESSOR     | Present Assessed Value of Structure _____<br>Assessed Value with Improvements _____<br>Eligible or Non-eligible for Tax Abatement _____<br>Assessor _____ Date _____ |

2822532

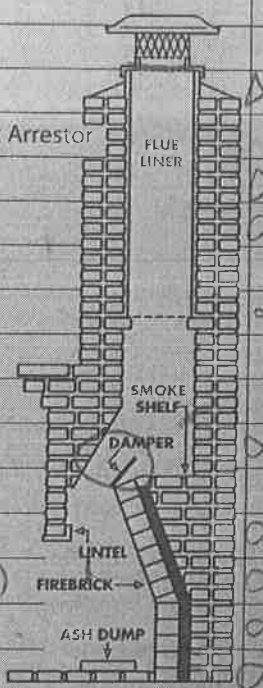
Owens Property Service, Inc.  
10121 Winslow Rd.  
Janesville, IA 50647  
319-230-1962

Customer Bob + Joanna Szymour  
Address 815 Olive St  
City CR State IA Zip 50613  
Phone ( ) 290 - 0945  
E-mail \_\_\_\_\_  
Date 8-17-18 Time 9:10  
Directions to Home \_\_\_\_\_

- No. of Stories: (1) 2 3 4 • No. of Appliances: (1) 2 3 4
- Type of Appliance:  Prefab  Masonry  Stove  Insert  Furnace
- Fuel Type:  Wood  Pellet  Oil  Gas
- Type of Wood Used:  Soft  Hard  Wet  Dry
- Last Cleaned: N/A Year(s) Ago  Never
- Amount of fuel burned per season: N/A
- Flue Size:  8"x8"  8"x13"  13"x13"  8"x17"  13"x17"
- 6" Round  8" Round  (Justic)
- Outside Chimney Dimensions: 19" x 54"
- Fireplace Opening Size: 30" x 38"
- How did you hear about us?  TV  Radio  Website  
 Newspaper  Yellow Pages  Direct Mail  Social Media  
 Referral  Repeat Customer  Internet Ad.  \_\_\_\_\_

### CONDITION REPORT

|   | Satisfactory | Unsatisfactory | Not Applicable |
|---|--------------|----------------|----------------|
| <b>CHIMNEY</b>                              |              |                |                |
| 1. Height                                   | X            |                |                |
| 2. Chimney Cap / Spark Arrestor             | X            |                |                |
| <u>(3)</u> 3. Crown / Wash                  | X            |                |                |
| <u>(4)</u> 4. Brickwork / Mortar            | X            | X              |                |
| <u>(5)</u> 5. Flashing <u>Needs Sealed</u>  |              | X              |                |
| 6. Flue Liner                               | X            |                |                |
| <u>(7)</u> 7. Moisture Resistance           |              | X              |                |
| <b>FIREPLACE</b>                            |              |                |                |
| 8. Smoke Chamber                            | X            |                |                |
| <u>(9)</u> 9. Damper                        | X            | X              |                |
| 10. Firebox / Grate                         | X            |                |                |
| 11. Ash Container <u>(P/F)</u>              | X            |                |                |
| 12. Spark Screen / Doors                    | X            |                |                |
| 13. Tools / Gloves                          | X            |                |                |
| 14. Hearth Protection                       | X            |                |                |
| 15.   |              |                |                |
| <b>STOVE OR FIREPLACE INSERT</b>            |              |                |                |
| 16. Connector Pipe Condition                |              | X              |                |
| 17. NFPA/IRC Approved Connection and Flue   |              | X              |                |
| 18. Installation / Thimble / Clearances     |              | X              |                |
| <b>OTHER SAFETY CONSIDERATIONS</b>          |              |                |                |
| 19. Fire Ext. / Smoke Detectors / CO Alarms | X            |                |                |
| 20. Gas / Oil Furnace Flue Liner            |              | X              |                |
| 21. Fire Escape Plan                        | X            |                |                |



**COMMENTS:** Jim Banda heater  
 open pit fireplace: 7.9, - locking top  
 will fix issuer (2600 + Tax installed)  
(34) Crown seal & tiepoint Area of  
 Damage (2600) with Boomer Seal flashing  
 N/C @ Pipe. New Cup B-Vent 75"  
 termination plate to seal other flue  
 CO: total (3475.00 + Tax) (500.00 Deposit)

### CUSTOMER VERIFICATION

I have read this form and now understand which areas of my chimney system appear to be satisfactory and which areas are not satisfactory.

Signed Joanna M. Szymour Date 8/17/18

### NEXT SERVICING SCHEDULED

on 9 / 1 / 19 at \_\_\_\_\_  
month day year time

The National Fire Protection Association Standard states the fire-place and chimney should be inspected yearly for any structural faults.

Chimney Professional's Signature [Signature]

### RECEIPT / INVOICE

| DESCRIPTION                                     | PRICE        |
|---|--------------|
| Service call of checking fireplace chimney flue | 150.00       |
|   |              |
|   |              |
|   |              |
|   |              |
|   |              |
|   |              |
| SUBTOTAL  | 150.00       |
| Tax   | 10.00        |
| DATE COMPLETED                                  | TOTAL 160.00 |

Note: This sheet is the result of a visual inspection done at the time of cleaning. It is intended as a convenience to our customer, not as certification of fire worthiness or safety. Since conditions of use and hidden construction defects are beyond our control, we make no warranty of the safety or function of any appliance and none is to be implied.

# Item G.2.m.

## Cedar Valley Lawn Care, Inc

1025 Peoples Square  
Waterloo, IA 50702

sales@cvlawncares.com  
jdickey@cvlawncares.com  
rvandersee@cvlawncares.com  
ewynthein@cvlawncares.com

|    | A   | B   | C           | D   | E                   |
|----|---|---|-------------|---|---------------------|
| 1  | <b>LANDSCAPE ESTIMATE</b>   |   |             |   |                     |
| 2  | Project: 815 Olive Street, Cedar Falls, IA  |   |             | Date:   | 8/17/2018           |
| 3  | Project Address:  |   |             |   |                     |
| 4  |   |   |             |   |                     |
| 5  | Attention: Bob Seymour  |   |             |   |                     |
| 6  | Email:  |   |             |   |                     |
| 7  | Phone:  |   |             | Estimate By:  | RV                  |
| 8  |   |   |             |   |                     |
| 9  | Quantity  | Description   | Size        | Unit Price  | Totals              |
| 10 |   | Concrete and grading repair items from home               |             |   | \$ -                |
| 11 |   | inspection report for 815 Olive St., CF                   |             |   | \$ -                |
| 12 |   |   |             |   | \$ -                |
| 13 | 1.00  | Remove and replace concrete patio in rear yard and apprc  | LS          | \$ 7,893.70   | \$ 7,893.70         |
| 14 |   | 37 lf. of driveway addressing drainage concerns           |             |   | \$ -                |
| 15 | 10.00   | topsoil   | CY          | \$ 44.00  | \$ 440.00           |
| 16 | 1.00  | Rough in swale in rear yard, place topsoil, finish grade, | Labor/Equip | \$ 1,960.00   | \$ 1,960.00         |
| 17 |   | improve drainage away from house and prep for seed        |             |   | \$ -                |
| 18 | 1.00  | lawn repairs - hydroseed                                  | load        | \$ 800.00   | \$ 800.00           |
| 19 | 1.00  | Sleeving for downspouts -driveway                         | LS          | \$ 100.00   | \$ 100.00           |
| 20 |   |   |             |   | \$ -                |
| 21 |   |   |             |   | \$ -                |
| 22 |   |   |             |   | \$ -                |
| 23 |   |   |             |   | \$ -                |
| 24 |   |   |             |   | \$ -                |
| 25 |   |   |             |   | \$ -                |
| 26 |   |   |             |   | \$ -                |
| 27 |   |   |             |   | \$ -                |
| 28 |   |   |             | \$ -  | \$ -                |
| 29 |   |   |             | \$ -  | \$ -                |
| 30 |   |   |             | Subtotal  | \$ 11,193.70        |
| 31 |   |   |             | not figured - Sales Tax   | \$ -                |
| 32 |   |   |             | <b>Total Estimate</b>   | <b>\$ 11,193.70</b> |
| 33 |   |   |             |   |                     |
| 34 |   |   |             |   |                     |
| 35 |   |   |             |   |                     |
| 36 | <b>landscaping industry certified</b>   |   |             | <b>Customer Authorization</b>   |                     |
| 37 | <p>All work not stated within estimate is considered a change order addition to be billed accordingly. Payment is required when service is provided: 50% down payment is required to secure the above rates and for this project to be added to the schedule. Full payment is required on completion of the project. Cash or check payments require Authorized Credit Card unless full payment is made prior to performing service. Card will not be charged if cash or check is given on the day project is complete. Cancellations made after the products have been ordered will result a partial loss of down payment, not to exceed the price of the cost of purchased materials</p> |   |             | Visa Mastercard Prepayment<br>CC#<br>Exp: CODE<br>CC billing address: |                     |
| 38 |   |   |             |   |                     |
| 39 |   |   |             |   |                     |
| 40 |   |   |             |   |                     |
| 41 |   |   |             |   |                     |
| 42 | customer signature  |   |             |   |                     |





**Item G.2.m.**





**Item G.2.m.**





## PROGRAM ELIGIBILITY REQUIREMENTS

- R1 and R2 zoned properties within the designated area on the boundary map that have been rentals for at least three years. Major household systems must be in good working order. City inspection required.
- Major household systems include electrical, plumbing, HVAC, and general overall property and structure condition. City will not provide funding if there are health or safety concerns with the major systems. (If major systems repairs are included as part of the project and will be financed by the homeowner, the project could be eligible for this program.)

Date of application will be used to prioritize projects unless there are less applications than available funding. The following preferences of project funding will be evaluated for use:

- A. Structures built prior to 1980
  - B. Projects with two or more improvements that provide a larger neighborhood impact
  - C. Projects in blocks with less than 50% rentals
- Improvements must be made on private property and completed within six months of closing. Repayment may be required if improvements have not been completed, have not started, or no significant progress has been made.



220 Clay Street  
Cedar Falls, Iowa 50613

Ph: (319) 273-8600  
Fax: (319) 268-5126

[www.cedarfalls.com](http://www.cedarfalls.com)

For more information or to obtain an application, please contact the Cedar Falls Community Development Department.

RENTAL TO SINGLE

FAMILY OWNER  
CONVERSION INCENTIVE PROGRAM



MAKING A POSITIVE  
NEIGHBORHOOD IMPACT

The City of Cedar Falls has established a new Rental to Single Family Owner Conversion Incentive Program with a goal of promoting balance within certain neighborhoods.

## GENERAL PROGRAM GUIDELINES

- Available to R1 and R2 zoned rental properties within the project area (*see map*)
- City staff will be involved prior to closing and can provide an indication of eligibility
- Post-Closing Program to ensure conversion of property to single-family ownership
- Discretionary program: City has no obligation to fund a request

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## SAMPLE EXTERIOR IMPROVEMENTS

- Siding, paint, roof, windows, and gutters
- Landscaping, clearing, cleanup (as part of other improvements)
- Removing areas of broken paving/gravel and replacing with hard surface
- Removal of deteriorated stoops/porches
- Other exterior improvements adding to the overall home and neighborhood character



## DETAILED PROGRAM COMPONENTS

- Forgivable Loan Program with 20% forgiven each year with prorated payback if sold within five years
- A lien will be placed on the property
- No current income limits or matching fund requirements
- City funds to be used only for exterior improvements that create positive visual neighborhood impacts
- Maximum City funding of \$10,000 per project
- 50% of City funding provided after closing, with approved application and cost estimate for improvements
- Balance paid after project completion, with all project receipts and City inspection

## PROGRAM PROCESS









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 12, 2018  
**SUBJECT:** Design review of property in the Central Business District Overlay

REQUEST: Design Review in the Central Business District

PETITIONER: Jeffery and Jessica Marsh, property owners

LOCATION: 408-412 Main Street

PROPOSAL

The owners of 408-412 Main Street are proposing to paint a mural over the entire south side of the building. The proposed mural was designed by Jenny Boevers. If approved the mural will be painted by attendees of an artistic weekend retreat and later completed by downtown stakeholders. More information about the proposed event and the painting process are outlined in the letter of intent. See image of the existing wall and the proposed mural to be painted over it below.



Existing wall

Proposed Mural

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 &

## Item G.2.n.

Zoning Commission as well as City Council. The proposed mural on 408-412 Main Street qualifies as substantial improvement. For reviewing murals the following code is applicable:

“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.” (Sec. 29-168, h, 7)

### ANALYSIS

The proposed location of the mural is on the buildings secondary façade and is adjacent to a parking lot. See map to the right, the yellow star indicating the wall that the proposed mural will be on. Although the proposal will not affect the primary façade of the building along Main Street, it will be highly visible to those entering the downtown coming from the south. Having a mural at this location will provide visual interest and vibrancy to what is currently a blank wall.

The proposed mural will cover the entire south-facing cinderblock painted wall, encompassing 840 square feet (40 feet by 21 feet). The mural will not cover any architecturally significant brickwork. The paint that the applicant is proposing to use is Chalk Paint that is weather resistant. The applicants have agreed to take responsibility of maintaining the mural and will address deterioration or any vandalism.



The mural, designed by Jenny Boevers, is her abstract representation of Cedar Falls. Numerous local landmarks and symbols have been incorporated into the design. It does not advertise a business, use, or merchandise so it does not trigger signage requirements. There are numerous colors proposed in the mural that provide contrast and vibrancy. Although some of the colors proposed are very bright there are enough neutral colors in the design to stabilize the piece.

Overall, the proposed mural is a statement piece that is the artist's attempt to capture the spirit of Cedar Falls. The proposed location of the mural, on a secondary façade, along with the mural details is consistent with the character of the downtown.

### TECHNICAL COMMENTS

No Technical Comments.

### PLANNING & ZONING COMMISSION

Discussion/Vote 9/12/2018 Planner Lehmann presented the proposed mural to the Planning and Zoning Commission. There was some discussion on the city's review process for murals and the role of the Public Art Committee. Planner Lehmann and Carol Lilly, Community Main Street, explained that as the piece was on private property and no public funds were being requested a review by the Public Art Committee was not triggered. The Public Art Committee has not reviewed the piece. Brad Leeper and Dave Hartley noted that they did not feel comfortable reviewing art and requested that the Public Art Committee review the piece before moving the request forward to Council. The Planning

and Zoning Commission voted on a 5-2 vote to recommend approval of the mural to Council (Leeper and Hartley voting no).

STAFF RECOMMENDATION

The Planning and Zoning Commission and the Community Development Department recommend approving the submitted mural to 408-412 Main Street, subject to the following stipulations:

- Jeffery and Jessica Marsh will take responsibility for maintaining the mural.

Attachments: Project Summary, Letter of Intent, Image of existing wall, Image of proposed mural



## **PROJECT SUMMARY**

**Location:** 408-412 Main Street Building  
South-Facing Cinder Block Exterior Wall

**Project Description:** Cedar Falls-Themed Public Art Mural

**Mural Size:** 40' x 21' (Entire Wall Surface Area)

**Applicants:** Jeffrey & Jessica Marsh (Building Owners)

**Project Coordinator:** Jenny Boevers, Owner of Fig & Frolic

**Project Start Date:** September 21, 2018

**Project Completion:** October 15, 2018

**Materials:** Chalk Paint® by Annie Sloan

## **Letter of Intent**

August 28, 2018

City of Cedar Falls  
Attention: Planning & Zoning Commission

To whom it may concern:

We are submitting this letter to request permission to have a mural painted on the south side of our building, located at 408-412 Main Street. We purchased the property in early 2017, and have always wanted to beautify the painted cinderblock wall, as it is one of the first things that guests see as they enter our Downtown from the south.

Several months ago, we were approached by Jenny Boevers, owner of Fig & Frolic, requesting our participation in bringing a mural to Downtown via the use of our south-facing exterior wall. As you may know, Jenny has been a key organizer of the upcoming "Create Her" event which will take place in late September. As part of this artistic retreat weekend, Jenny would like to have attendees assist in creating the mural. Jenny's plan is to sketch a "paint by numbers" layout on the wall the week prior to the event. During the event, attendees will be given a specific paint color and will be brought in groups of five to paint their designated "number" on the wall. They will be closely supervised. Once the event has ended, Downtown stakeholders will be offered the opportunity to paint any remaining spaces, and Jenny will add the finishing touches.

The wall is approximately 40' wide and 21' tall. The entire wall will be covered by the mural. Jenny will be using Chalk Paint® by Annie Sloan, and it weathers beautifully. She has used this paint for other outdoor items, and after 5+ years, they still look great. In the event that the mural is vandalized, Jenny is committed to repainting any damaged areas. As the building owners, we plan to monitor the artwork, and will take immediate action at the first signs of deterioration – whether that be having the paint touched up, or painting over it entirely with a solid neutral color.

As you can see by our attached image of the proposed mural, many unique landmarks and symbols of Cedar Falls have been meticulously incorporated into the artwork, making it a piece that we anticipate will bring a great deal of pride to our local citizens and interest from visitors. There are countless articles referencing the sense of community created by downtown murals, and we feel this will be exponentially felt in Cedar Falls due to the sheer number of individuals that will be physically contributing to our mural's creation.

We ask that you approve our mural request so that it may move immediately to City Council for final approval. Thank you for your time.

Jessica and Jeff Marsh  
116 Summit Drive, Cedar Falls, IA 50613  
319.269.8309 / 319.290.7503









-253-

Item G.2.n.





## 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 13, 2018  
**SUBJECT:** Site Plan review of property in the Central Business District Overlay

**REQUEST:** Site Plan Review in the Central Business District

**PETITIONER:** City of Cedar Falls on Behalf of the Property Owner

**LOCATION:** 308 Franklin Street

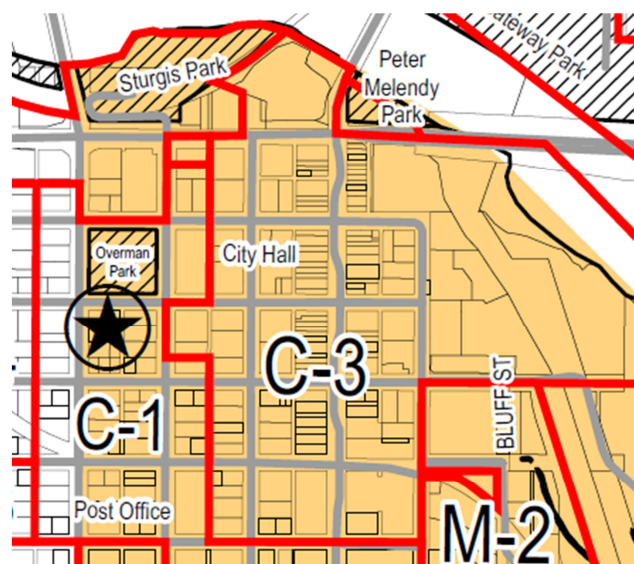
#### PROPOSAL

The owner of 308 Franklin Street is converting the existing structure into a commercial office space. It is proposed to construct an 11'-10" x 28' addition and deck off the back of the existing structure.

#### BACKGROUND

The property owner is working with the City of Cedar Falls to relocate their business from 704 W. 1<sup>st</sup> Street to 308 Franklin Street. This business relocation is part of the W. 1<sup>st</sup> Street reconstruction project that requires a total acquisition of the property at 704 W. 1<sup>st</sup> Street.

All substantial improvements in the Central Business District, as defined in Section 29-168 - CBD, Central business district overlay zoning district, must be reviewed and approved by the Planning & Zoning Commission and the City Council. The proposed changes to 308 Franklin Street qualify as a substantial improvement as it will modify the exterior appearance of the structure. Typically, a single family dwelling is exempt from the overlay review process. However, since the property is being converted from a single family dwelling to an office space, all commercial changes to the facade or additions need approval by the Planning and Zoning Commission and City Council.

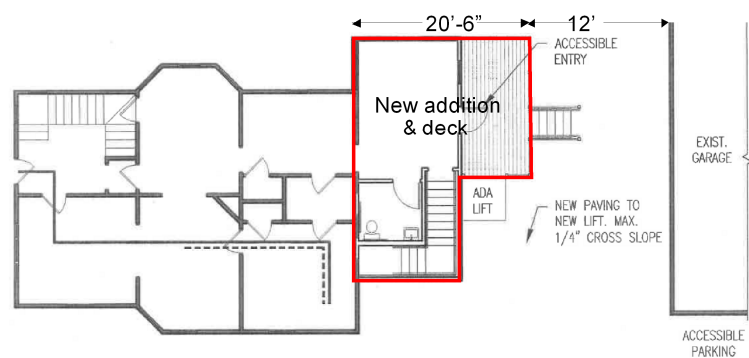
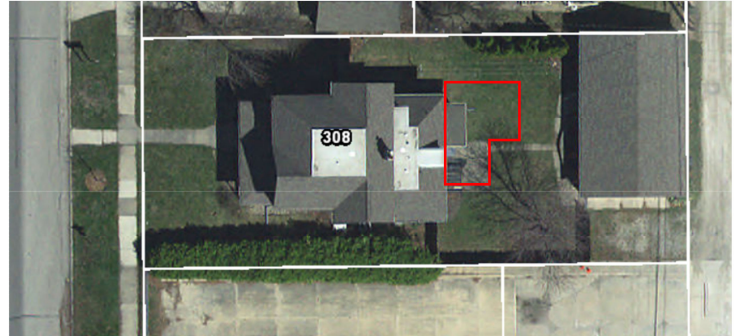


## Item G.2.o.

The Central Business District design review is in place to ensure that proposed improvements or development will complement existing nearby uses and building designs. The property in question is located at the edge of the CBD in a C-1 commercial zoning district. The property is surrounded by existing commercial office use, parking lots, the Historical Society and Museum and residential dwellings along W. 4<sup>th</sup> Street.

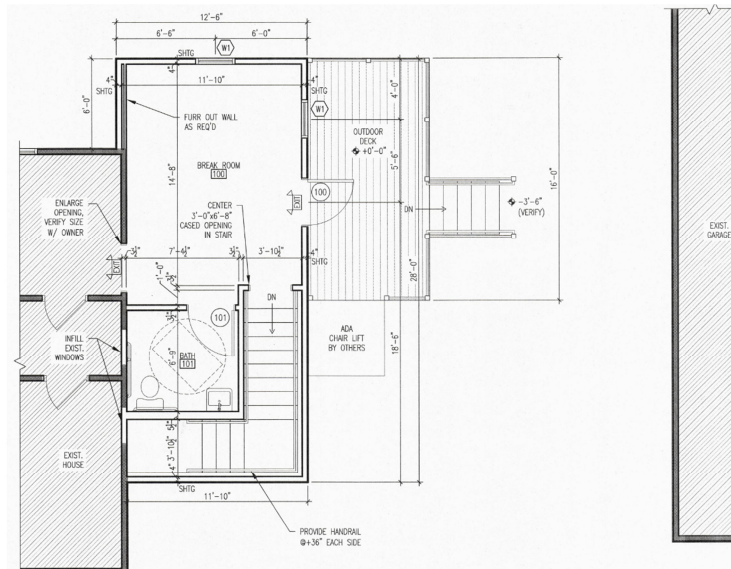
### ANALYSIS

The property is located in the C-1, commercial district. The proposed use as an office space conforms to the permitted uses within said commercial district. The current parking standards are provided on site and in the adjacent parking lot. The only proposed change will be to remove a small entry off the back of the building and replace it with a larger entry and deck to accommodate ADA accessibility requirements for the new office. The proposed addition will be approximately 8 feet from the north side lot line and 37 feet from the back lot line. The proposed addition will not extend beyond the front or south side of the house. All building setbacks satisfy the C-1 district standards. An ADA chair lift will be installed off the south side of the deck. There will be a sidewalk from the deck to the garage.



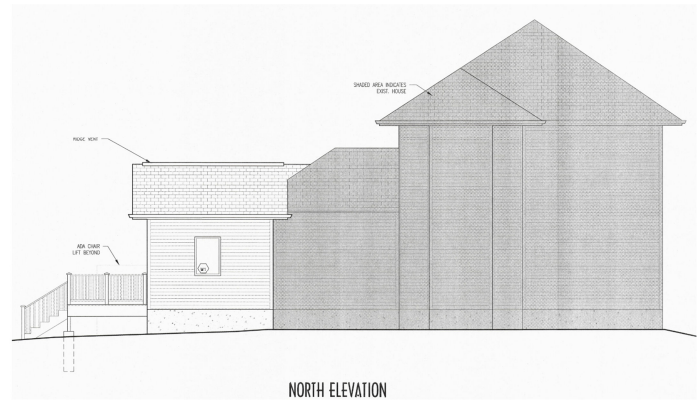
The proposed addition is a single story structure topped with a hip roof structure. Included in the design are windows on the north and east side along with a rear entry door onto the deck. The materials and color of the proposed addition will match the existing structure with a 4" lap board siding material. The addition will be constructed off the back of the house.

The following is an evaluation of the overlay district's design review requirements:



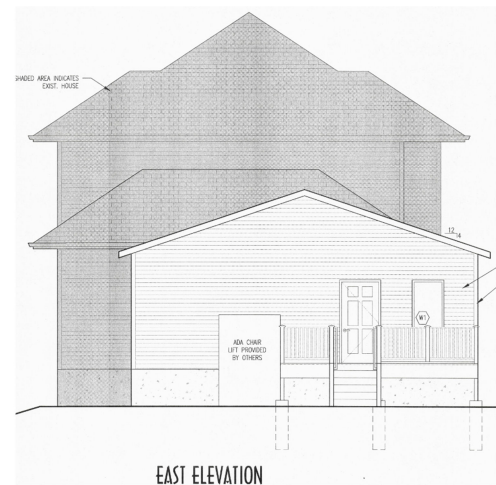
1. Proportion: The project will extend approximately 6 feet beyond the north side of the house. This off-set is due to the location of the basement stairway that will be installed around the ADA bathroom in the south half of the addition. The bottom of the stairway ties into an old exterior cellar door. Since this is a detached single unit structure, the proposed addition is complementary with the existing and surrounding structures. This criterion is met.

2. Roof shape, pitch and direction: The proposed addition is topped with a gable end roof that is tied into a hip roof. This design is similar in pitch, shape and direction as the existing and surrounding structures. This criterion is met.



3. Pattern: The plan will not add or remove any openings to the existing building. There will be new windows installed on the north and east side of the addition and a door off the east side to access the structure from the deck. This criterion is met.

4. Materials and texture: The exterior materials for this new addition will match the 4" lap board siding on the existing structure. The deck will be constructed with a treated wood frame and composite deck boards and railing. This criterion is met.



5. Color: The color of the proposed addition will match the color on the existing structure. This criterion is met.

6. Architectural features: The proposed addition is standard construction with a similar overhang. There are no special architectural features on the addition that will interfere with the design of the existing or surrounding structures. This criterion is met.

7. Exterior mural wall drawings, painted artwork, exterior painting: not applicable.

**PLANNING & ZONING COMMISSION**

Discussion/Vote 9/12/2018 Vice Chair Holst introduced this site plan and Mr. Sturch provided some background information. The City is working with the property owner to relocate their business as part of the W. 1<sup>st</sup> Street reconstruction project. The proposal is to construct a new addition off the back of the house in order to meet the ADA accessibility requirements for the new commercial office.

The recommended a steeper roof pitch on the new addition. City staff will work with the contractor to adjust the roof line. There were no comments by the Commission. The Commission recommended approval of the site plan at 308 Franklin Street.

**STAFF RECOMMENDATION**

The Community Development Department recommends approval of the site plan at 308 Franklin Street.





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**City of Cedar Falls**  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 www.cedarfalls.com

*Administration Division ♦ Planning & Community Services Division*  
 Phone: 319-273-8600 Fax: 319-273-8610

*Engineering Division ♦ Inspection Services Division*  
 Phone: 319-268-5161 Fax: 319-268-5197

*Water Reclamation Division*  
 Phone: 319-273-8633 Fax: 319-268-5566

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** David Sturch, Planner III  
**DATE:** September 13, 2018  
**SUBJECT:** W. 1<sup>st</sup> 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. 1<sup>st</sup> 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   |
|----------|----------------------------|--------------------------------|--|
| 2        | Michael and Hope Timmerman | 1621 W. 1 <sup>st</sup> Street | Partial Acquisition<br>Temporary Easement                                      |
| 11       | Jerry Hummel               | 1203 W. 1 <sup>st</sup> Street | Partial Acquisition<br>Permanent and<br>Temporary Easement<br>Tenant Agreement |
| 29       | D. Keith Jones             | 715 W. 1 <sup>st</sup> Street  | Temporary Easement<br>Tenant Agreement   |
| 57       | Jennifer Bailey            | 916 W. 1 <sup>st</sup> Street  | Partial Acquisition<br>Temporary Easement                                      |

Attached is a map that identifies the location of these properties.

The City will use federal funds for the design and right of way portion of this project. Per an agreement with the DOT approved on August 7, 2017, the city will be the lead in property acquisition and design. All eligible project costs will be split 50% City and 50% DOT which

## Item G.2.p.

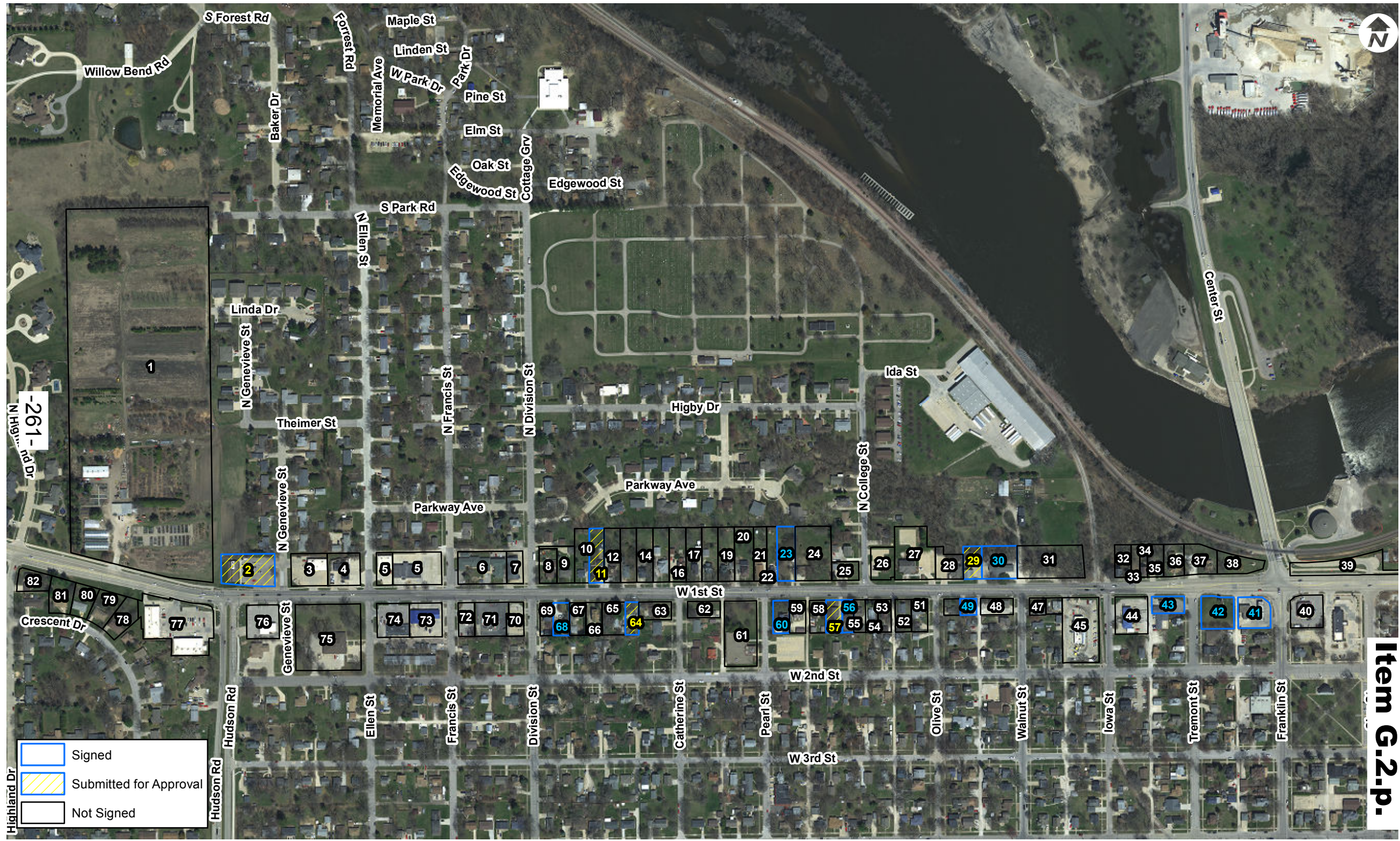
includes engineering, right of way, construction and construction administration. The city signed an agreement with Snyder and Associates on September 5, 2017 for these services. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY18 and FY20 under item number 91. 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. 1<sup>st</sup> 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  
Terra Ray, Engineering Technician II





Item G.2.p.



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: 1621 W. 1<sup>st</sup> St. COUNTY TAX PARCEL NO.8914-11-205-008  
PARCEL NO. 2  
PROJECT NO. STP-57-2(28)-2C-07  
PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Michael A. Timmerman and Hope D. Timmerman, Seller, and the City of Cedar Falls, Iowa, Buyer.

The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition  
See attached

Temporary Easement  
See attached

and which include the following improvements of whatever type situated on the premises:  
\_\_\_\_\_.

1. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.

# Item G.2.p.

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   | _____                               |
| \$ 14,304.00   | on possession and conveyance | <u>60 days after Buyer approval</u> |
| \$ 14,300.00   | TOTAL LUMP SUM               |                                     |

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

|                            |             |         |             |
|----------------------------|-------------|---------|-------------|
| Land by Fee Title          | _____ 726   | sq. ft. | \$ 7,986.00 |
| Permanent Utility Easement | _____       | sq. ft. | \$ _____    |
| Temporary Easement         | 2,908.00    | sq. ft. | \$ 5,118.00 |
| Miscellaneous/Other        | Landscaping |         | \$ 1,200.00 |
| Severance Damages          |             |         | \$ _____    |

4. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: \_\_\_\_\_

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Michael A. Timmerman 8/28/18  
 Michael A. Timmerman Date

Hope D. Timmerman 8-28-18  
 Hope D. Timmerman Date

For an acknowledgment in an individual capacity:

State of Iowa  
 County of Black Hawk

This record was acknowledged before me on Aug 28, 2018  
 by Michael A. Timmerman + Hope D. Timmerman Name(s) of individual(s)

[Signature]  
 Signature of notarial officer

Shannon L Brocka  
 Printed name of notarial officer

12-24-19  
 My commission expires



# Item G.2.p.

## 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:

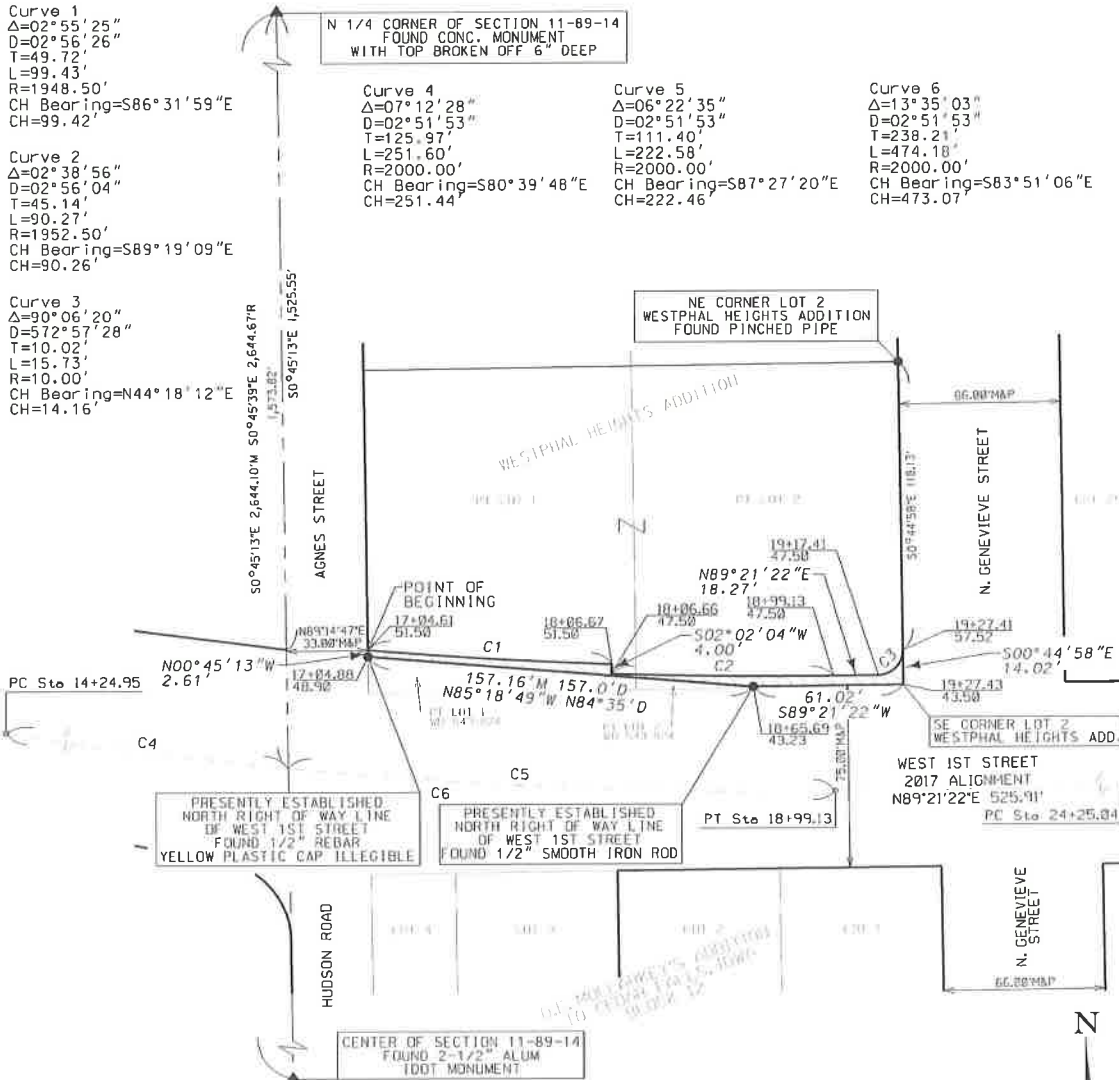
This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
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. 2  
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE 726 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 MICHAEL A. & HOPE D. TRIMMERMAN

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

# Item G.2.p.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 2

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 AND A PART OF LOT 2 OF, WESTPHAL HEIGHTS ADDITION, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5<sup>TH</sup> P.M.; THENCE SOUTH 00°45'13" EAST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11, A DISTANCE OF 1525.55 FEET; THENCE NORTH 89°14'47" EAST, 33.00 FEET TO THE WEST LINE OF SAID LOT 1 AND TO THE POINT OF BEGINNING; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 1948.50 FEET, WHOSE ARC LENGTH IS 99.43 FEET AND WHOSE CHORD BEARS SOUTH 86°31'59" EAST, 99.42 FEET; THENCE SOUTH 02°02'04" WEST, 4.00 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 1952.50 FEET, WHOSE ARC LENGTH IS 90.27 FEET AND WHOSE CHORD BEARS SOUTH 89°19'09" EAST, 90.26 FEET; THENCE NORTH 89°21'22" EAST, 18.27 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLYERLY WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 15.73 FEET AND WHOSE CHORD BEARS NORTH 44°18'12" EAST, 14.16 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 00°44'58" EAST ALONG SAID EAST LINE, 14.02 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 89°21'22" WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 61.02 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE NORTH 85°18'49" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 157.16 FEET TO SAID WEST LINE OF LOT 1; THENCE NORTH 00°45'13" WEST ALONG SAID WEST LINE, 2.61 FEET AND TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (726 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

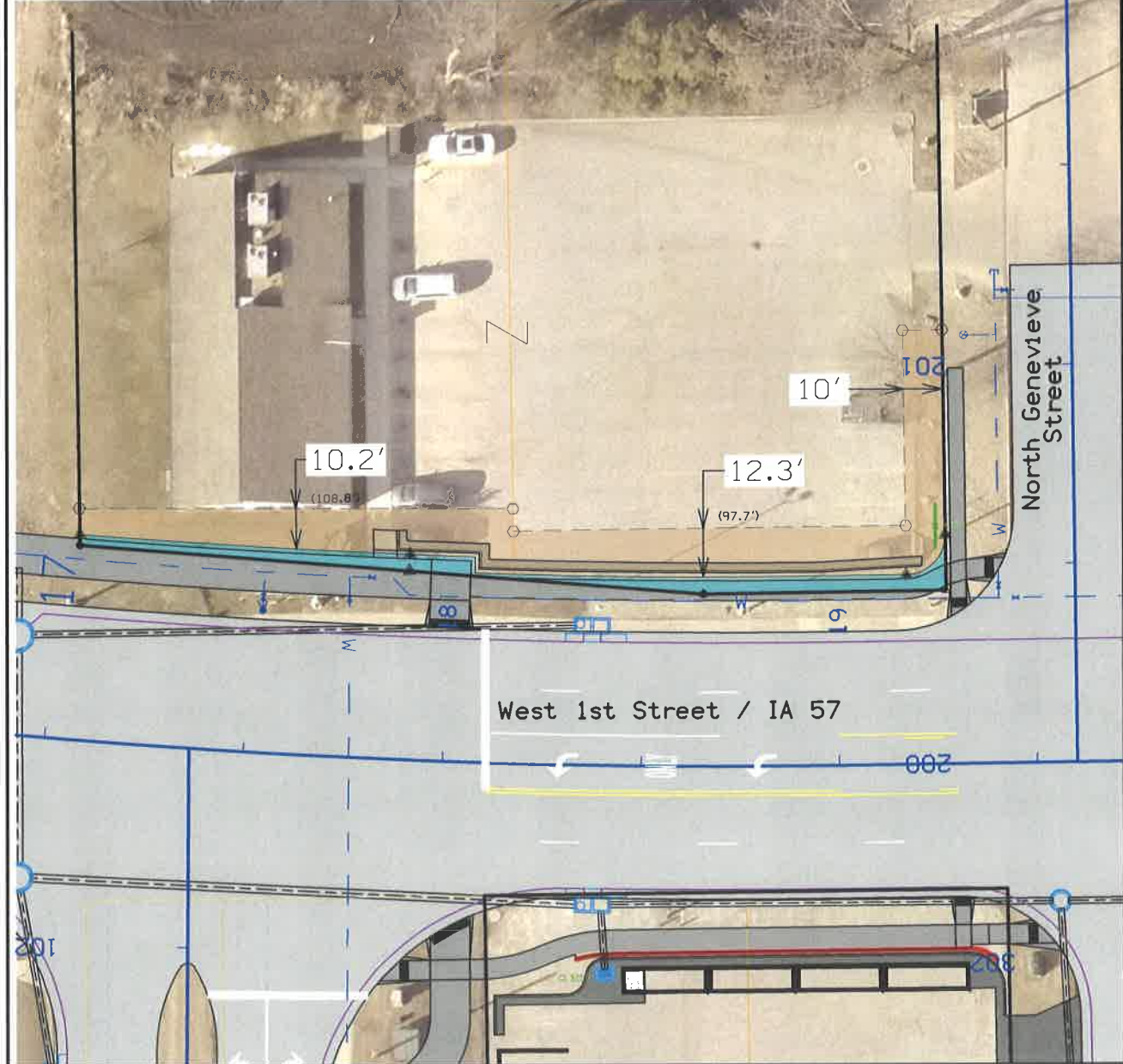
NOTE:

THE WEST LINE OF THE NE 1/4 OF SECTION 11-89-14 ASSUMED TO BEAR SOUTH 0°45'13" 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 2 - MICHAEL A. & HOPE D. TIMMERMAN

SCALE:  
 1"= 40'

DATE:  
 02/08/2018

PROJECT #:  
 STP-57-2(28)--2G-07



**Item G.2.p.**

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 Michael A. Timmerman and Hope D. Timmerman, 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.

Michael A Timmerman 8/28/18 Hope D Timmerman 8-28-18  
Michael A. Timmerman Date Hope D Timmerman Date

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on Aug 28, 2018

by Michael A. Timmerman + Hope D. Timmerman Name(s) of individual(s)

[Signature]  
Signature of notarial officer

Shannon L Brock  
Printed name of notarial officer

12-24-19  
My commission expires



ACCEPTANCE OF EASEMENT

**Item G.2.p.**

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

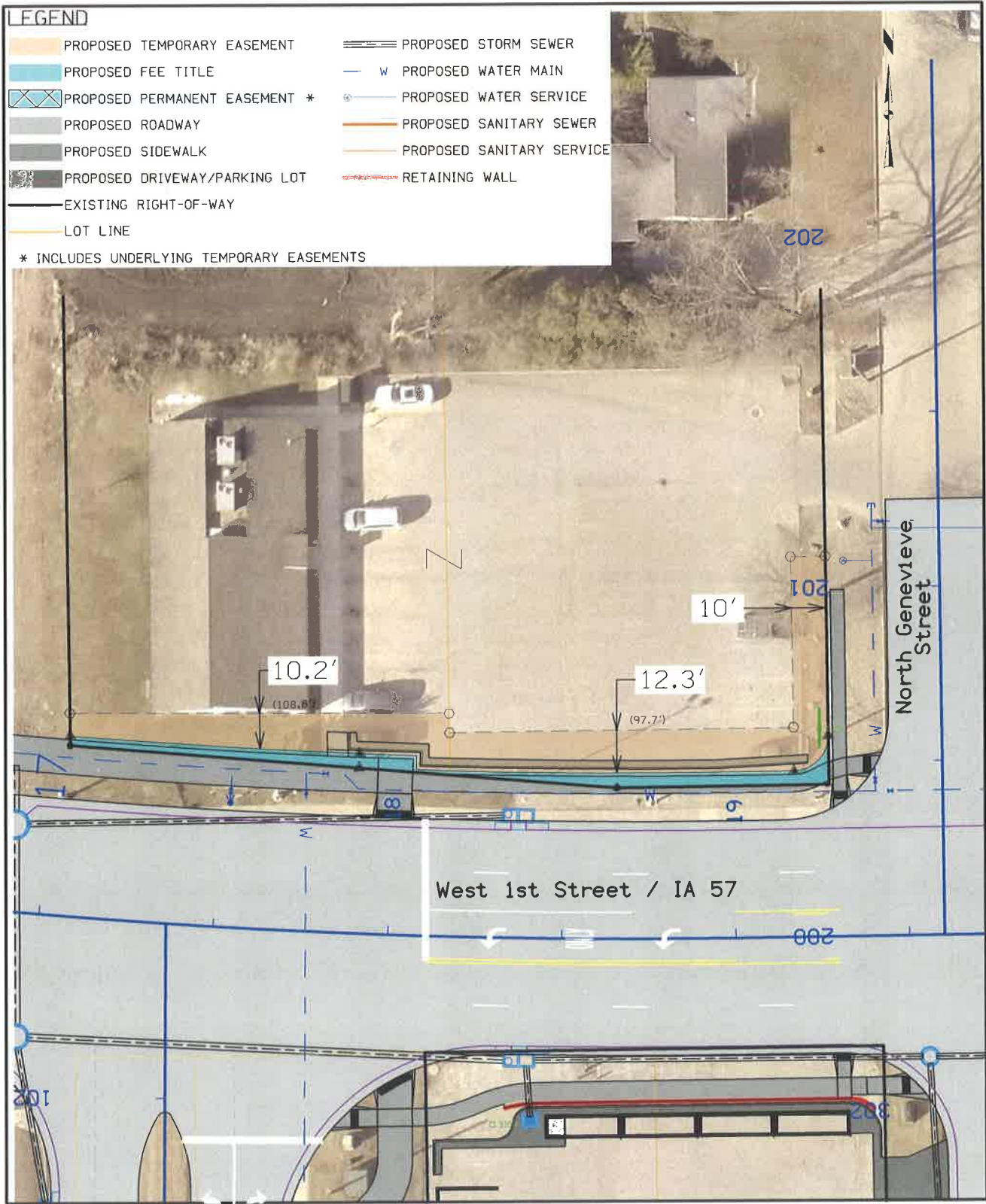
STATE OF IOWA                    )  
  ) ss.  
COUNTY OF BLACK HAWK    )

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
 PARCEL 2 - MICHAEL A. & HOPE D. TIMMERMAN

SCALE: 1" = 40'  
 DATE: 02/08/2018  
 PROJECT #: STP-57-2(28)--2G-07



\$PLTDRVL\$  
 \$PNTBLL\$  
 \$SCHD.TNAME\$

\$FILEL\$  
 \$DATE\$  
 \$USER\$

# Item G.2.p.

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: 1203 W. 1<sup>st</sup> St.  
PARCEL NO. 11

COUNTY TAX PARCEL NO. 8914-11-228-028

PROJECT NO. STP-57-2(28)-2C-07

PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between, Jerry L. Hummel Revocable Living Trust, 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>8,621.00</u> | on possession and conveyance | <u>60 days after Buyer approval</u> |
| \$ <u>8,600.00</u> | TOTAL LUMP SUM (rounded)     |                                     |

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

|  |                    |                    |
|--|--------------------|--------------------|
| Land by Fee Title                          | <u>452</u> sq. ft. | <u>\$ 4,068.00</u> |
| Permanent Utility Easement                 | <u>598</u> sq. ft. | <u>\$ 2,691.00</u> |
| Temporary Easement                         | <u>598</u> sq. ft. | <u>\$ 862.00</u>   |
| Miscellaneous/Other <u>Concrete Paving</u> |                    | <u>\$ 1,000.00</u> |
| Buildings                                  |                    | <u>\$ _____</u>    |
| Severance Damages                          |                    | <u>\$ _____</u>    |

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: \_\_\_\_\_

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 9 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

**Item G.2.p.**

- 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.

**Jerry L. Hummel Revocable Living Trust**

|                                  |                 |            |       |
|----------------------------------|-----------------|------------|-------|
| <u>Jerry L. Hummel</u>           | <u>8/8/2018</u> | _____      | _____ |
| Name/Title                       | Date            | Name/Title | Date  |
| <u>Jerry L. Hummel - Trustee</u> |                 |            |       |

For an acknowledgment in a representative capacity:

State of Iowa County of Black Hawk

This record was acknowledged before me on Aug 8<sup>th</sup>, 2018

by Jerry L. Hummel Name(s) of individual(s)

as Trustee (type of authority, such as officer or trustee)

of Jerry L. Hummel Revocable Living Trust  
(name of party on behalf of whom record was executed).

[Signature]  
\_\_\_\_\_  
Signature of notarial officer

Brian Deprez  
Printed name of notarial officer

9-1-2020  
My commission expires





BUYER'S APPROVAL

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**Item G.2.p.**

**IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 11  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 452 S.F. X AC, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM JERRY L. HUMMEL AS TRUSTEE OF THE JERRY L. HUMMEL  
REVOCABLE LIVING TRUST  
 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. |                  |
|                                   | <u>Terry Chaby</u>  | <u>2-18-2018</u> |
|                                   | TERRY CHABY   | DATE:            |
|                                   | License number <u>18643</u>   |                  |
|                                   | My License Renewal Date is December 31, 2019  |                  |
| Pages covered by this seal: _____ |   |                  |
| EXHIBIT "A" ONLY                  |   |                  |



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND 1DOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018 SCALE 1" = 60'  
 -278-

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 11

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 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF SAID LOT 2, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°23'29" WEST ALONG THE EAST LINE OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF SAID LOT 2, A DISTANCE OF 7.66 FEET; THENCE NORTH 89°35'56" EAST, 59.83 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 00°19'47" EAST ALONG SAID EAST LINE, 7.45 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 89°24'13" WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 59.82 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (452 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:


THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

# Item G.2.p.

## IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 11  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE \_\_\_\_\_ AC, EASE 598 S.F.  EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM JERRY L. HUMMEL AS TRUSTEE OF THE JERRY L. HUMMEL  
REVOCABLE LIVING TRUST.  
 CITY OF CEDAR FALLS, IOWA  
 EASEMENT ACQUIRED FOR PUBLIC UTILITY





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

*Terry Coady*      2-18-2018  
 \_\_\_\_\_ DATE:  
 Terry Coady

License number 18643

My License Renewal Date is December 31, 2019

Pages covered by this seal: \_\_\_\_\_

EXHIBIT "A" ONLY

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

DATE REVISED \_\_\_\_\_

DATE DRAWN JANUARY 29, 2018 -280-

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 11

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 2 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

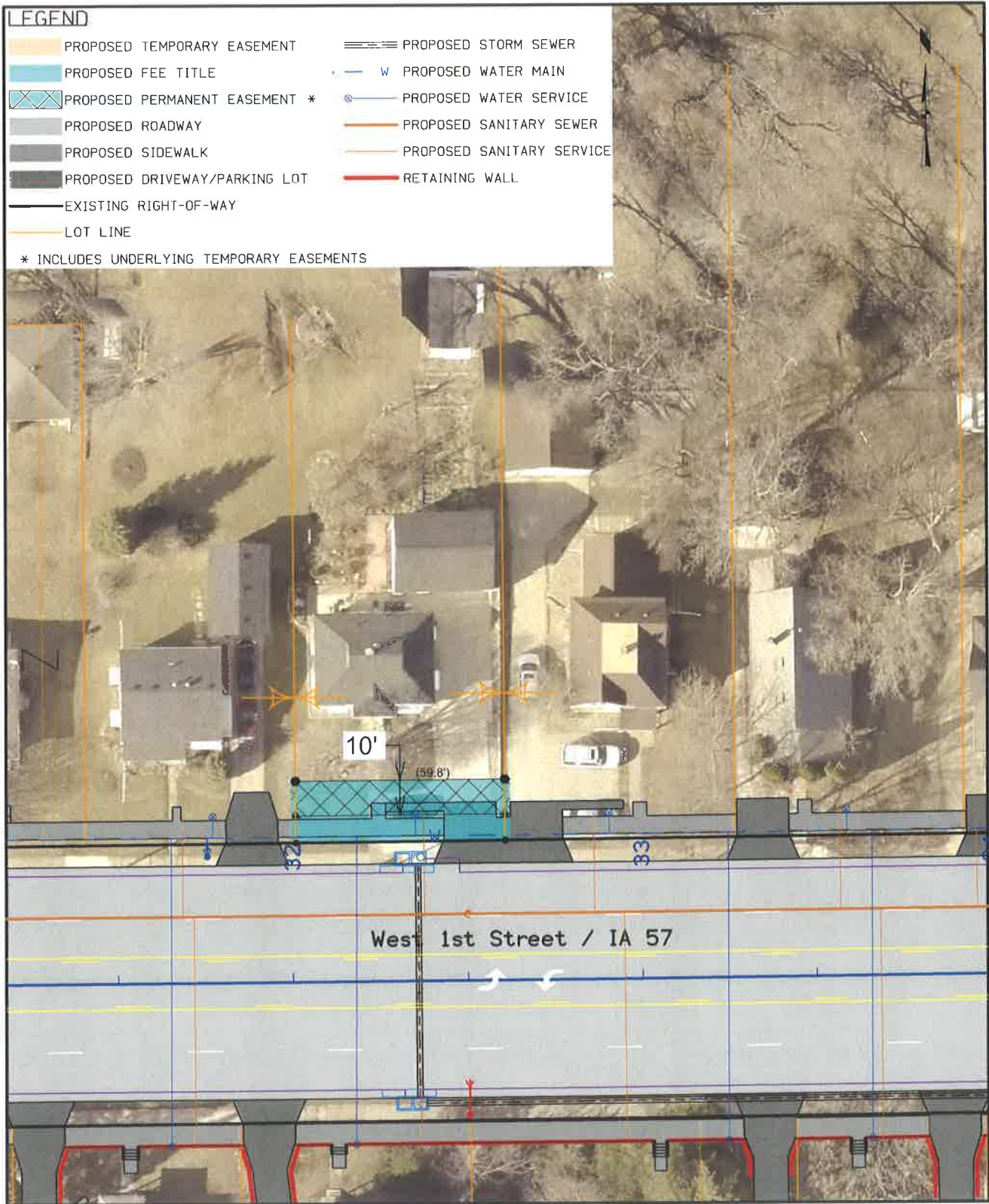
COMMENCING AT THE SOUTHEAST CORNER OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF SAID LOT 2, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°23'29" WEST ALONG THE EAST LINE OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF SAID LOT 2, A DISTANCE OF 7.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°23'29" WEST ALONG SAID EAST LINE OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF LOT 2, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°35'56" EAST, 59.84 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 00°19'47" EAST ALONG SAID EAST LINE OF LOT 2, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°35'56" WEST, 59.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (598 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

# Item G.2.p.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
 PARCEL 11 - JERRY L. HUMMEL TRUST

SCALE:  
 1" = 40'

DATE:  
 02/08/2018

PROJECT #:  
 STP-57-2(28)--2G-07



#PL TORVLO  
 #PENTDILL  
 #SHEETNAME

#FILE #  
 #DATES  
 #USER

WHEN RECORDED RETURN TO:  
City Clerk – City of Cedar Falls  
220 Clay St.  
Cedar Falls, IA 50613

Preparer Information: Kevin Rogers, City Attorney, 220 Clay St. Cedar Falls, IA 50613

**PUBLIC UTILITY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Jerry L. Hummel Revocable Living Trust, of the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Cedar Falls, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

**Public Utility**

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

## Item G.2.p.

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 1<sup>st</sup> Street Improvements Project may remain until such time use of the Easement area is needed by the City. Grantor and its grantees, further acknowledge should removal of existing structures, plantings, and fencing be required after the Project that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, and fencing removed from within the Easement area.

Grantor does hereby covenant that Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.



IN WITNESS WHEREOF, we have hereunto affixed our hands this 8-8- day of \_\_\_\_\_, 2018.

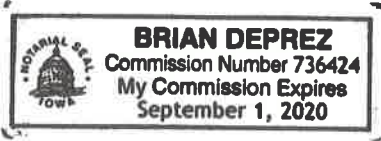
Jerry L. Hummel Revocable Living Trust

By Jerry L. Hummel  
Jerry L. Hummel-Truste

STATE OF )  
                  ) ss:  
COUNTY OF )

On this 8<sup>th</sup> day of AUG, 2018, before me, a Notary Public in and for said county, personally appeared JERRY L. HUMMEL, to me personally known, who being by me duly (sworn or affirmed) did say that he/she is the TRUSTEE of said TRUST, that said instrument was signed on behalf of the said TRUST by authority of its TRUSTEE; and, that said TRUST, as such TRUSTEE, acknowledged the execution of said instrument to be the voluntary act and deed of said TRUST, by it and by his/her voluntarily executed.

[Signature]  
Notary Public in and for the State of Iowa



**Item G.2.p.**

ACCEPTANCE OF PUBLIC UTILITY EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

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

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Public Utility Easement was duly approved and accepted by the City Council of the City of Cedar Falls by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_, 2018, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 11  
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE \_\_\_\_\_ AC, EASE 598 S.F.  EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
ACQUIRED FROM JERRY L. HUMMEL AS TRUSTEE OF THE JERRY L. HUMMEL  
REVOCABLE LIVING TRUST.

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  
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.p.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 11

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 2 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF SAID LOT 2, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°23'29" WEST ALONG THE EAST LINE OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF SAID LOT 2, A DISTANCE OF 7.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°23'29" WEST ALONG SAID EAST LINE OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF LOT 2, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°35'56" EAST, 59.84 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 00°19'47" EAST ALONG SAID EAST LINE OF LOT 2, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°35'56" WEST, 59.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (598 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 Jerry L. Hummel Revocable Living Trust, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,  
which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

**Item G.2.p.**

**Jerry L. Hummel Revocable Living Trust**

Jerry L. Hummel 8-8-2018  
Name/Title \_\_\_\_\_ Date \_\_\_\_\_ Name/Title \_\_\_\_\_ Date \_\_\_\_\_  
Jerry L. Hummel - Trustee

For an acknowledgment in a representative capacity:

State of Iowa County of Black Hawk

This record was acknowledged before me on 8/8, 2018  
by Jerry L. Hummel Name(s) of individual(s)  
as TRUSTEE (type of authority, such as officer or trustee)  
of JERRY L. HUMMEL REVOCABLE LIVING TRUST  
(name of party on behalf of whom record was executed).

[Signature]  
Signature of notarial officer

BRIAN DEPREEZ  
Printed name of notarial officer  
9-1-2020  
My commission expires



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

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

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_


# Item G.2.p.

## IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 11  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE \_\_\_\_\_ AC, EASE 598 S.F.  EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM JERRY L. HUMMEL AS TRUSTEE OF THE JERRY L. HUMMEL  
REVOCABLE LIVING TRUST.

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.

*Tony Coody* 2-18-2018

\_\_\_\_\_  
TERRY COODY      DATE:

License number 18643

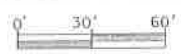
My License Renewal Date is December 31, 2019

Pages covered by this seal: \_\_\_\_\_

EXHIBIT "A" ONLY



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





DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 11

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 2 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

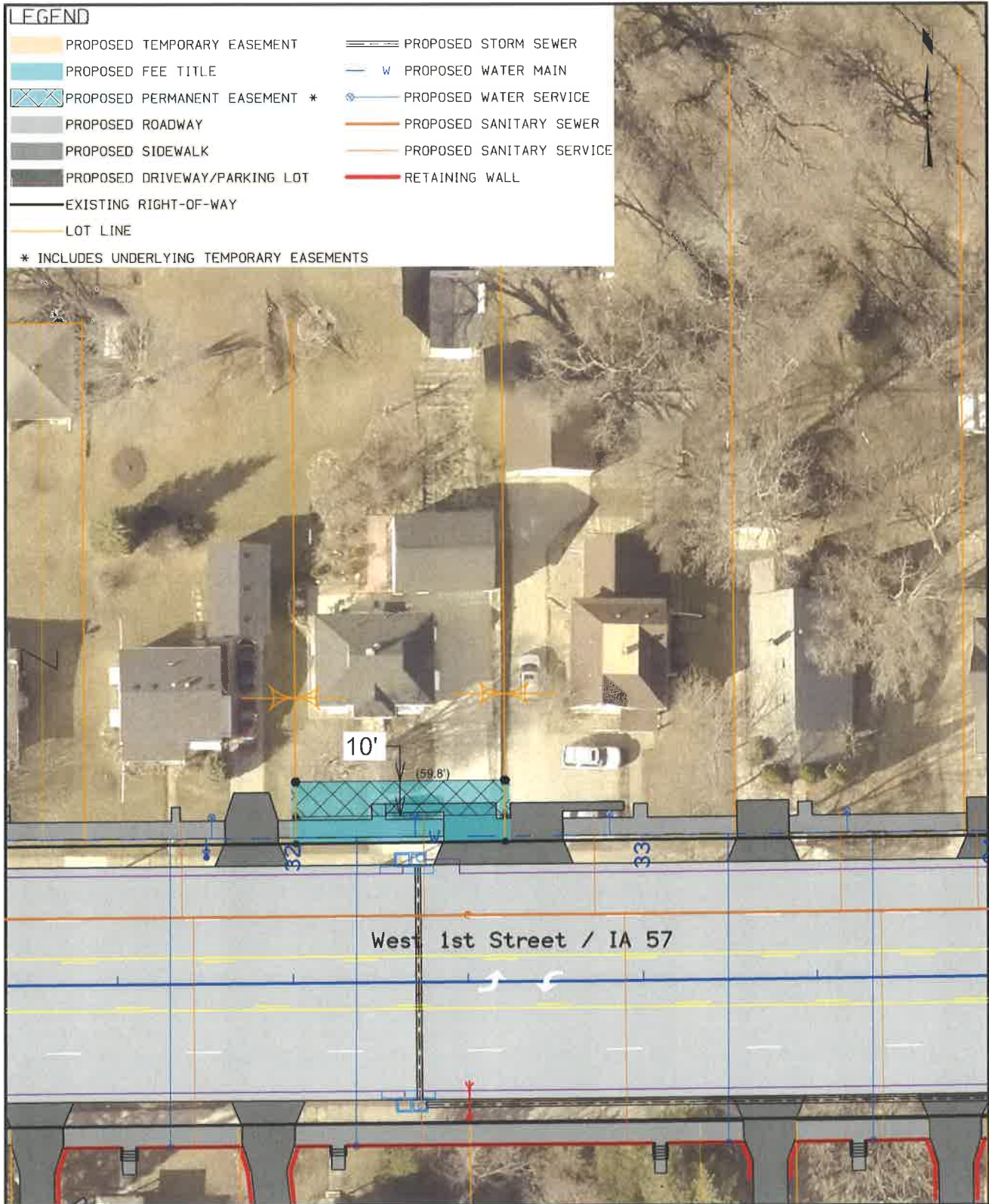
COMMENCING AT THE SOUTHEAST CORNER OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF SAID LOT 2, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°23'29" WEST ALONG THE EAST LINE OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF SAID LOT 2, A DISTANCE OF 7.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°23'29" WEST ALONG SAID EAST LINE OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF LOT 2, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°35'56" EAST, 59.84 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 00°19'47" EAST ALONG SAID EAST LINE OF LOT 2, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°35'56" WEST, 59.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (598 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

# Item G.2.p.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
 PARCEL 11 - JERRY L. HUMMEL TRUST

SCALE:  
 1"= 40'

DATE:  
 02/08/2018

PROJECT #:  
 STP-57-2(28)-2G-07



#PLOTITLE#  
 #PENTITLE#  
 #SHEETNAME#

#FILE#  
 #DATE#  
 #USER#

Prepared by: Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, IA 50023  
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613

(515) 964-2020  
(319) 273-8600

**CITY OF CEDAR FALLS  
TENANT PURCHASE AGREEMENT**

**Property Address:** 1203 W. 1<sup>st</sup> St. **County Tax Parcel No:** 8914-11-228-028  
**Parcel Number 11 Project Name:** West 1<sup>st</sup> Street Cedar Falls IA 57 Reconstruction Project  
**Project Number** STP-57-2(28)--2c-07

**THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Jordan Velasquez and Jordain Mills, Seller and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area  
See Attached Acquisition Plat  
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-5, and all improvements of whatever type situated on the premises.

- 2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: Jerry L. Hummel Revocable Living Trust

- 3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
- 4. Seller grants to the City a Fee Acquisition, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area plat. Any Temporary Construction Easement shall terminate upon completion of the project.
- 5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
- 6. This agreement shall apply to and bind the legal successors in interest of the Seller.
- 7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
- 8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically

**Item G.2.p.**

provided for herein.

- 9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

None Known

- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

*Jordan Velasquez*  
 Jordan Velasquez

*Jordyn Mills*  
 (spouse)  
 JORDYN MILLS

For an acknowledgment in an individual capacity:

State of Iowa County of Black Hawk

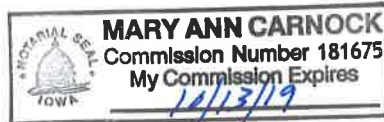
This record was acknowledged before me on 8/22, 2018

by *Jordan Velasquez* *Jordyn Mills* Name(s) of individual(s)  
JORDAN VELASQUEZ JORDYN MILLS

*Mary Ann Carnock*  
 Signature of notarial officer

MARY ANN CARNOCK  
 Printed name of notarial officer

10/13/19  
 My commission expires



**BUYER'S APPROVAL**

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

**MUNICIPALITIES ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:


\_\_\_\_\_

# Item G.2.p.

## IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 11  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 452 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 JERRY L. HUMMEL AS TRUSTEE OF THE JERRY L. HUMMEL  
REVOCABLE LIVING TRUST  
 CITY OF CEDAR FALLS, IOWA





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

*Terry Coody*      2-18-2018  
 \_\_\_\_\_ DATE:  
 Terry Coody

License number 18643

My License Renewal Date is December 31, 2019

Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



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



DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 11

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 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF SAID LOT 2, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°23'29" WEST ALONG THE EAST LINE OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF SAID LOT 2, A DISTANCE OF 7.66 FEET; THENCE NORTH 89°35'56" EAST, 59.83 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 00°19'47" EAST ALONG SAID EAST LINE, 7.45 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 89°24'13" WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 59.82 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (452 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

# Item G.2.p.

## IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 11  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE \_\_\_\_\_ AC, EASE 598 S.F.  EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM JERRY L. HUMMEL AS TRUSTEE OF THE JERRY L. HUMMEL  
REVOCABLE LIVING TRUST.

CITY OF CEDAR FALLS, IOWA  
 EASEMENT ACQUIRED FOR PUBLIC UTILITY

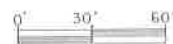


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady*      2-18-2018  
 \_\_\_\_\_ DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND 100T ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED \_\_\_\_\_

DATE DRAWN JANUARY 29, 2018 -300-

SCALE 1" = 60'



DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 11

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 2 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

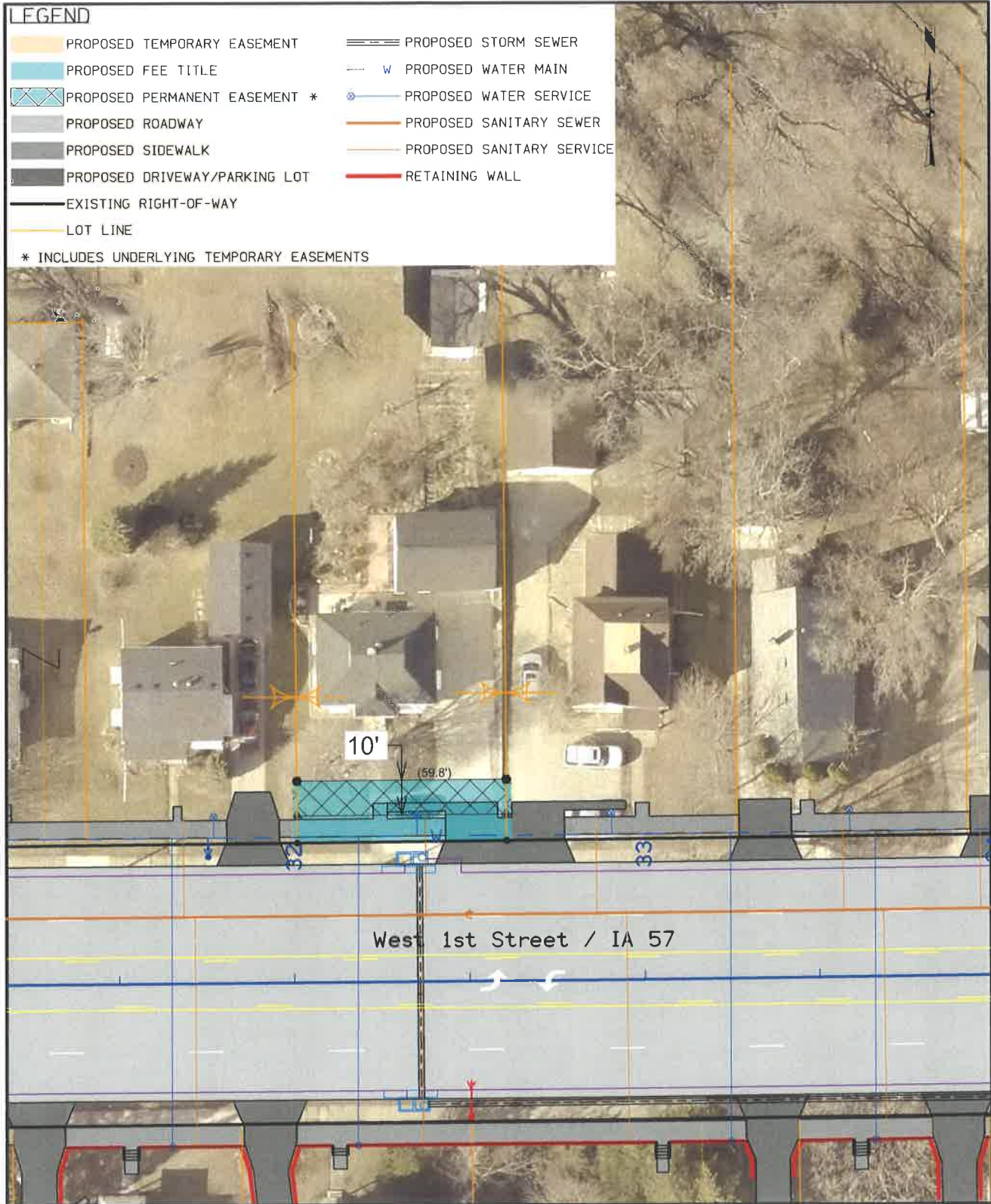
COMMENCING AT THE SOUTHEAST CORNER OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF SAID LOT 2, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°23'29" WEST ALONG THE EAST LINE OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF SAID LOT 2, A DISTANCE OF 7.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°23'29" WEST ALONG SAID EAST LINE OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF LOT 2, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°35'56" EAST, 59.84 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 00°19'47" EAST ALONG SAID EAST LINE OF LOT 2, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°35'56" WEST, 59.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (598 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

**NOTE:**

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

# Item G.2.p.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
 PARCEL 11 - JERRY L. HUMMEL TRUST

SCALE:  
 1" = 40'

DATE:  
 02/08/2018

PROJECT #:  
 STP-57-2(28)--2G-07



#PLOT#  
 #PENTBL#  
 #SHEETNAME#

#FILE#  
 #DATE#  
 #USER#

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023  
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(515) 964-2020  
(319)273-8600

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 715 W. 1<sup>st</sup> St.  
PARCEL NO. 29

COUNTY TAX PARCEL NO.8914-12-101-011

PROJECT NO. STP-57-2(28)-2C-07

PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between D. Keith Jones and Karen Jeanne Jones, Deed Holder, Andrea DeGrootte, Contract Buyer and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

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.p.**

| Payment Amount     | Agreed Performance           | Date                                |
|--------------------|------------------------------|-------------------------------------|
| \$ _____           | on right of possession       | _____                               |
| \$ _____           | on conveyance of title       | _____                               |
| \$ _____           | on surrender of possession   | _____                               |
| \$ <u>1,453.88</u> | on possession and conveyance | <u>60 days after Buyer approval</u> |
| \$ <u>1,455.00</u> | TOTAL LUMP SUM               |                                     |

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

|                            |                    |                    |
|----------------------------|--------------------|--------------------|
| Land by Fee Title          | _____ sq. ft.      | \$ _____           |
| Permanent Utility Easement | _____ sq. ft.      | \$ _____           |
| Temporary Easement         | <u>613</u> sq. ft. | \$ <u>1,078.88</u> |
| Miscellaneous/Other        | <u>Bushes</u>      | \$ <u>375.00</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: D. Keith and Karen Jones– 715 W. 1<sup>st</sup> St. Cedar Falls IA 50613

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 5 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

*D. Keith Jones* 7/19/18  
D. Keith Jones Date

*K. Jeanne Jones* 7-19-18  
Karen Jeanne Jones Date

1. For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on July 19,  
2018 (Date) by D. Keith &

Karen Jones  
Name(s) of individual(s).

*Andrea Vogel*  
Signature of notarial officer



**Item G.2.p.**

2. For an acknowledgment in a representative capacity:

Andrea DeGroot  
Andrea DeGroot

State of Iowa

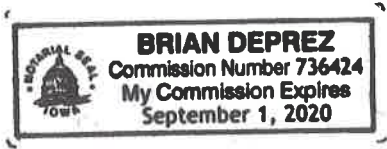
County of Black Hawk

This record was acknowledged before me on ANDREA  
DEGROOTE (Date) by 6.27.18

Name(s) of individual(s) as ANDREA DEGROOTE  
(type of authority, such as officer or trustee)

Of CONTRACT OWNER  
(name of party on behalf of whom record was executed).

[Signature]  
Signature of notarial officer



**BUYER'S APPROVAL**

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

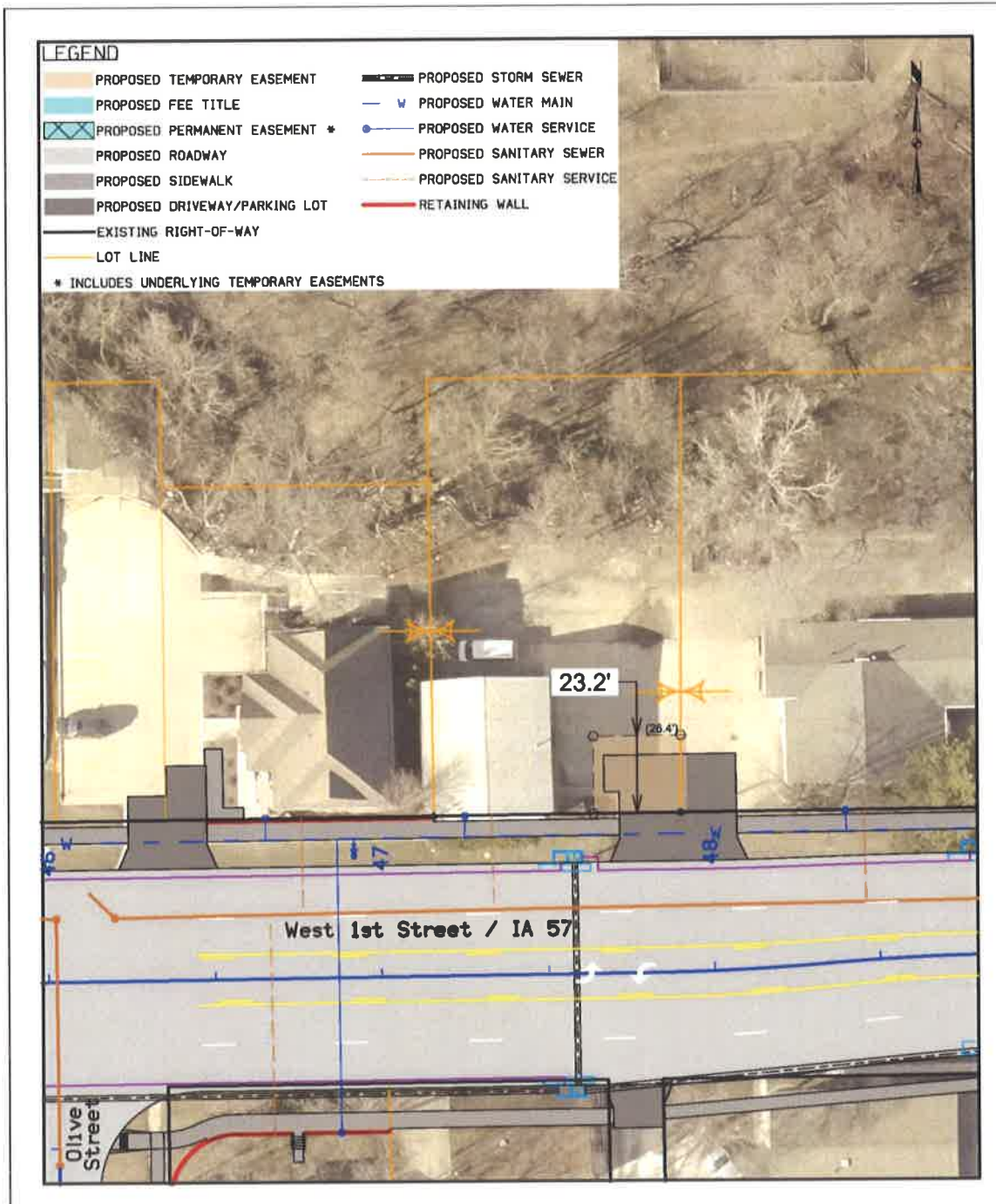
By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

**MUNICIPALITIES ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
 PARCEL 29 - D. KEITH & KAREN JEANNE JONES

SCALE: 1" = 40'  
 DATE: 02/08/2018  
 PROJECT #: STP-57-2(28)-2G-07



BY: TERRY A. SPENTHALL, P.E.  
 PROJECT ENGINEER

FILED  
 DATE  
 NUMBER

## Item G.2.p.

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 D. Keith Jones and Karen Jeanne Jones, Deed Holder and Andrea DeGroote, Contract buyer (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.



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.

D. Keith Jones 7/19/18  
D. Keith Jones Date

Karen Jeanne Jones 7/19/18  
Karen Jeanne Jones Date

1. For an acknowledgment in a representative capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on 7/19/18 (Date)

by D. Keith Jones & Karen Jones Name(s) of individual(s)

as officer (type of authority, such as officer or trustee)

of Andrea Vogel  
(name of party on behalf of whom record was executed).

Andrea Vogel  
Signature of notarial officer



**Item G.2.p.**

Andrea DeGroote \_\_\_\_\_ Date \_\_\_\_\_ Date  
Andrea DeGroote

1. For an acknowledgment in a <sup>an individual</sup> representative capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on 6-27-18 (Date)

by ANDREA DEGROOTE Name(s) of individual(s)

as CONTRACT OWNER (type of authority, such as officer or trustee)

of N/A  
(name of party on behalf of whom record was executed).

[Signature]  
Signature of notarial officer



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

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

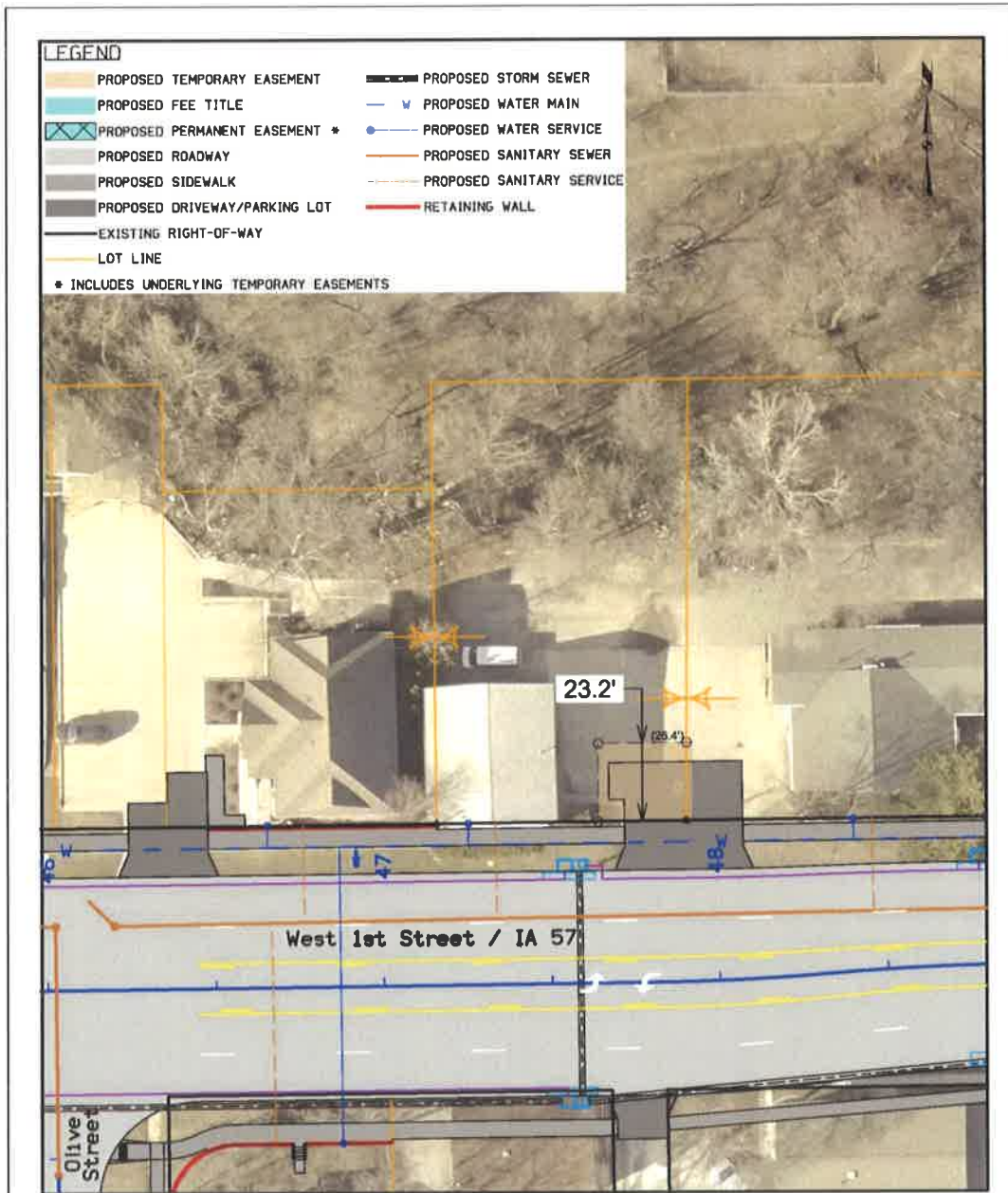
This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

EXHIBIT



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
 PARCEL 29 - D. KEITH & KAREN JEANNE JONES

SCALE:  
 1" = 40'

DATE:  
 02/08/2018

PROJECT #:  
 STP-57-2(28)-2G-07



BY: TONYA  
 DATE: 02/08/2018  
 PROJECT: 28-07

BY: TONYA  
 DATE: 02/08/2018  
 PROJECT: 28-07

Prepared by: Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, IA 50023  
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613

(515) 964-2020  
(319) 273-8600

**CITY OF CEDAR FALLS  
TENANT PURCHASE AGREEMENT**

**Property Address:** 715 W. 1<sup>st</sup> St.   **County Tax Parcel No:** 8914-12-101-011  
**Parcel Number 29   Project Name:** West 1<sup>st</sup> Street Cedar Falls IA 57 Reconstruction Project  
**Project Number** STP-57-2(28)--2c-07

**THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Beyond Beauty, Seller and the City of Cedar Falls, Iowa, Buyer.**

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-5, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: D. Keith and Karen Jones, Deed Holder and Andrea DeGroote, Contract Purchaser

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Temporary Easement as shown on the attached Acquisition Plat. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

**Item G.2.p.**

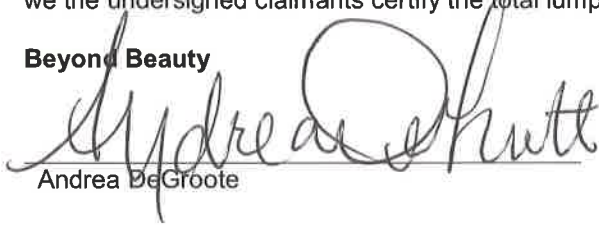
9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

None Known

10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

**SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION:** Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

**Beyond Beauty**

  
Andrea DeGroot

\_\_\_\_\_  
Name

For an acknowledgment in a representative capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on \_\_\_\_\_

6-27-18 (Date) by Andrea

DEGROOTE

Name(s) of individual(s) as TENANT

\_\_\_\_\_  
(type of authority, such as officer or trustee)

of OWNER  
(name of party on behalf of whom record was executed) .



Signature of notarial officer

(stamp)



BRIAN DEPRez  
Printed name of notarial officer

9-1-2020  
My commission expires

BUYER'S APPROVAL

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

# Item G.2.p.

## 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 29 - D. KEITH & KAREN JEANNE JONES

SCALE:  
1" = 40'

DATE:  
02/08/2018

PROJECT #:  
STP-57-2(28)--2G-07



DATE: 02/08/2018  
 SHEET: 28 of 28  
 SHEET NAME: G.2.p

FILE: STP-57-2(28)--2G-07  
 DRAWN: [Name]  
 CHECKED: [Name]



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: 916 W. 1<sup>st</sup> St.  
PARCEL NO. 57  
PROJECT NO. STP-57-2(28)-2C-07  
PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

COUNTY TAX PARCEL NO.8914-11-278-004

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Keith Bailey and Jennifer Bailey, 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.p.

| Payment Amount     | Agreed Performance           | Date                                |
|--------------------|------------------------------|-------------------------------------|
| \$ _____           | on right of possession       | _____                               |
| \$ _____           | on conveyance of title       | _____                               |
| \$ _____           | on surrender of possession   | _____                               |
| \$ <u>7,471.60</u> | on possession and conveyance | <u>60 days after Buyer approval</u> |
| \$ <u>7,475.00</u> | TOTAL LUMP SUM               |                                     |

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

|   |                      |                    |
|---|----------------------|--------------------|
| Land by Fee Title                                 | <u>409</u> sq. ft.   | \$ <u>3,681.00</u> |
| Permanent Utility Easement                        | _____ sq. ft.        | \$ _____           |
| Temporary Easement                                | <u>1,490</u> sq. ft. | \$ <u>2,145.60</u> |
| Miscellaneous/Other <u>Tree &amp; Bushes/wall</u> |                      | \$ <u>1,645.00</u> |
| Buildings   |                      | \$ _____           |
| Severance Damages                                 |                      | \$ _____           |

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: Unknown.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.


Names and address of lienholders are: \_\_\_\_\_


8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint

survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.

- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

 \_\_\_\_\_ Date Aug 9th 2018  
 Keith Bailey

 \_\_\_\_\_ Date Aug 9th 2018  
 Jennifer Bailey

- 1. For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on \_\_\_\_\_

Aug 9, 2018 (Date) by \_\_\_\_\_

Amy C Eggleston  
Name(s) of individual(s).

Amy C Eggleston  
Signature of notarial officer



**Item G.2.p.**

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. 57  
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE 409 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 KEITH A. BAILEY AND JENNIFER E. BAILEY

CITY OF CEDAR FALLS, IOWA

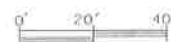


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terri Coady* 2-18-2018  
TERRI 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.p.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 57

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

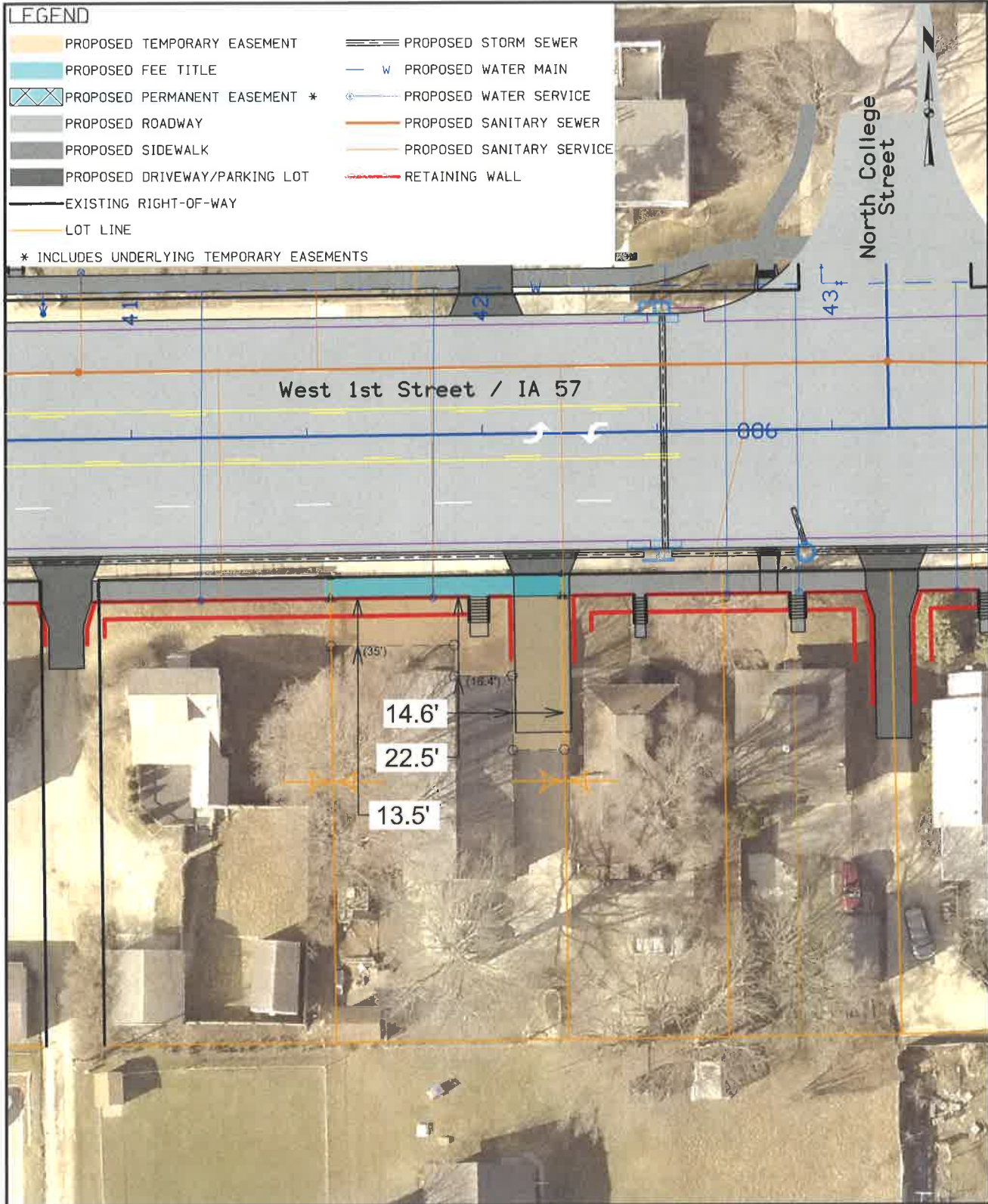
A PART OF LOT 2 OF, BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7, OF SAID BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 214.67 FEET TO THE NORTHWEST CORNER OF SAID LOT 2 AND TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 66.06 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00°40'09" EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 6.18 FEET; THENCE SOUTH 89°22'23" WEST, 66.06 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 00°38'08" WEST ALONG SAID WEST LINE, 6.21 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (409 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 4 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 57 - KEITH A. & JENNIFER E. BAILEY

SCALE:  
1" = 40'

DATE:  
02/08/2018

PROJECT #:  
STP-57-2(28)--2G-07



DATE PLOTTED  
DRAWN BY  
CHECKED BY  
SCALE

DATE PLOTTED  
DRAWN BY  
CHECKED BY  
SCALE

## Item G.2.p.

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 Keith Bailey and Jennifer Bailey, 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.

 \_\_\_\_\_ Date Aug 9, 2018  
 Keith Bailey

 \_\_\_\_\_ Date Aug 9, 2018  
 Jennifer Bailey

1. For an acknowledgment in a representative capacity:

State of Iowa  
 County of Black Hawk

This record was acknowledged before me on Aug 9, 2018 (Date)  
 by Keith Bailey & Jennifer Bailey Name(s) of individual(s)  
 as owners (type of authority, such as officer or trustee)  
 of \_\_\_\_\_  
 (name of party on behalf of whom record was executed).

Amy C Eggleston  
 Signature of notarial officer



**Item G.2.p.**

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 )

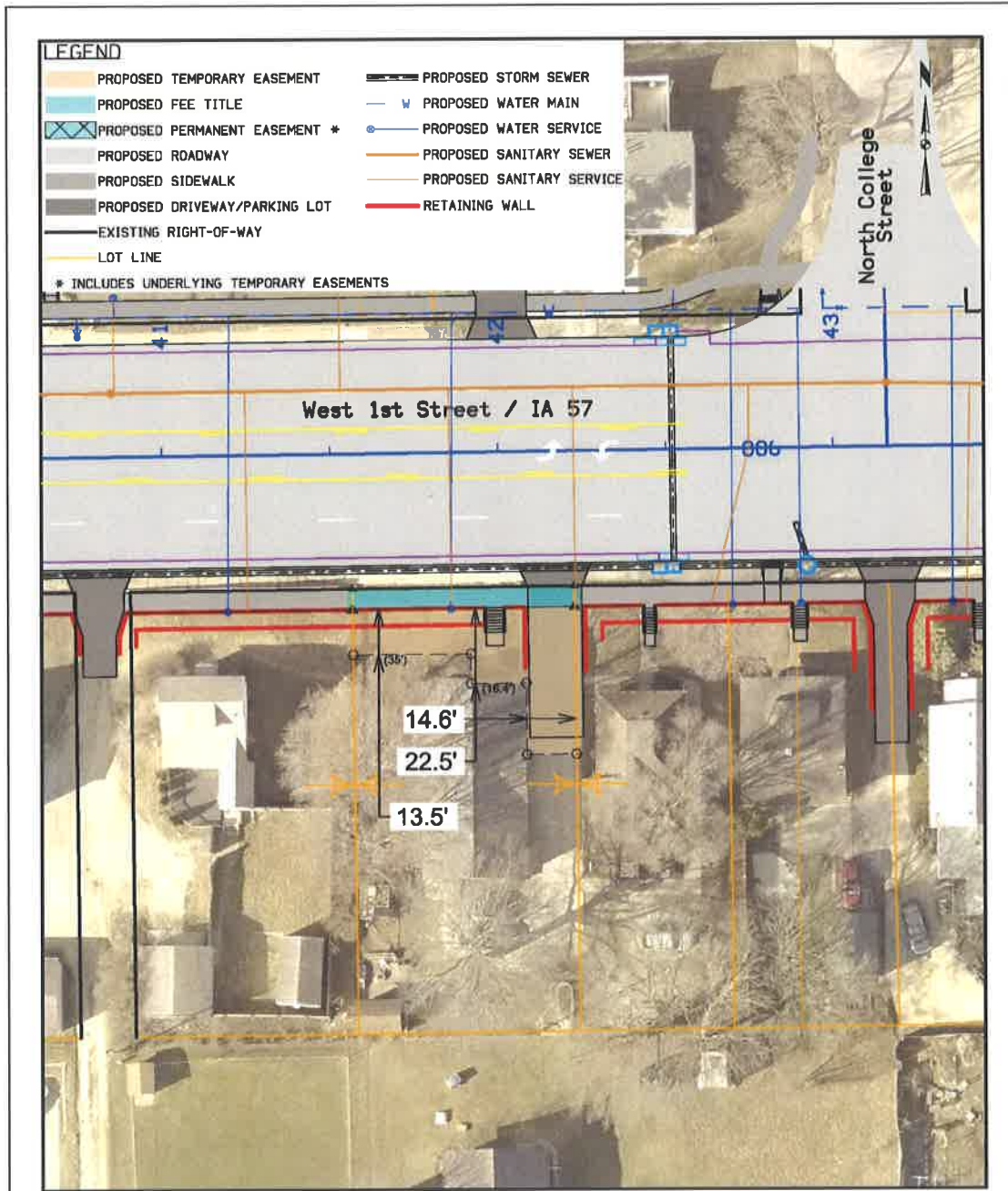
This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

EXHIBIT



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
 PARCEL 57 - KEITH A. & JENNIFER E. BAILEY

SCALE:  
 1" = 40'

DATE:  
 02/08/2018

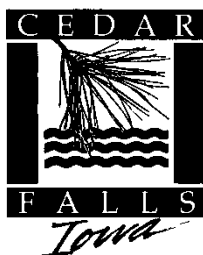
PROJECT #:  
 STP-57-2(28)-2G-07



BY: TONYA M. WITTELL  
 #206273888

BY: ELI M. HADLEY  
 #206273888





## 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 13, 2018  
**SUBJECT:** Rezoning Request – Park Ridge Estates

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

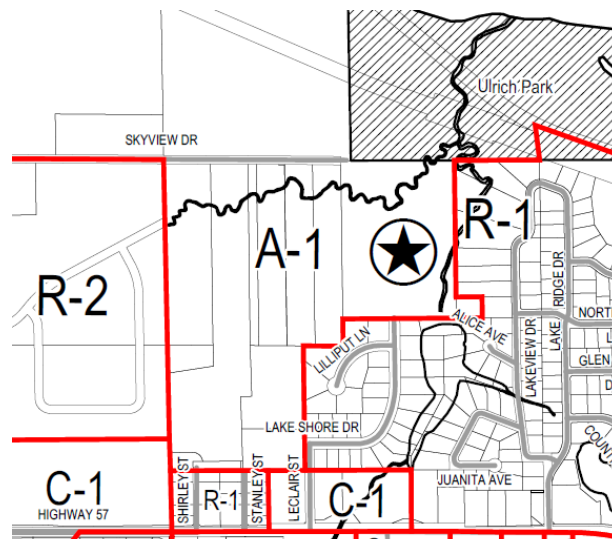
#### PROPOSAL

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, Residence 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 7<sup>th</sup> developments.

#### BACKGROUND

This property has been zoned as agricultural since adoption of the Zoning Ordinance in 1970. The land is surrounded by R-1, Single Unit Residential 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 G.2.q.

### ANALYSIS

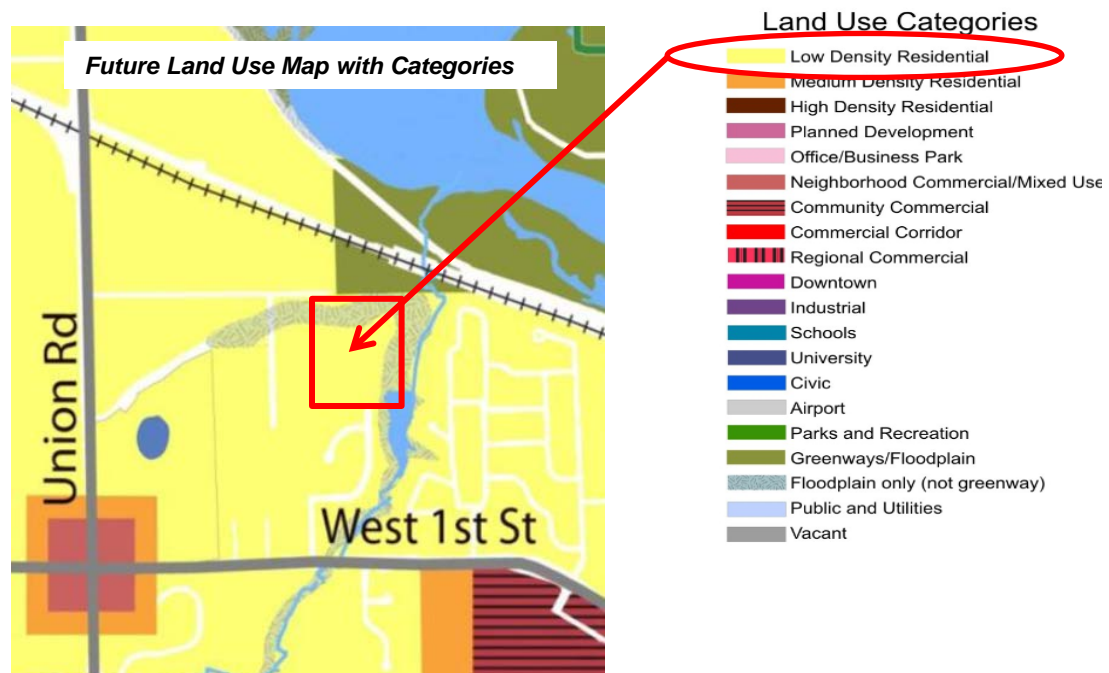
The purpose of the A-1, agricultural zoning district is to act as a “holding zone” for future development when municipal services (sanitary sewer, water, roads) are accessible to the site. When these services are available, the development of the land is threefold, beginning with the rezoning of the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

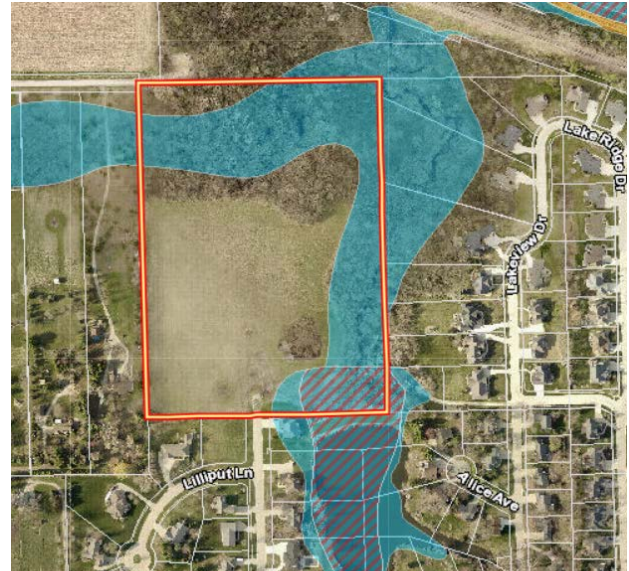
Zoning considerations normally involve evaluation of three main criteria:

- 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. 1<sup>st</sup> 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. As the plats are developed and the lots are identified, the floodplain area along the north and east edge of the property 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 sold to the owner of the adjoining lot. The developer’s plan is to leave this sensitive area in its current natural state and avoid the existing wooded areas next to the slope and in the ravine.

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.

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.

## Item G.2.q.

### 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 continued development of residential lots. A notice was mailed to the adjoining property owners on September 6, 2018 regarding this 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.

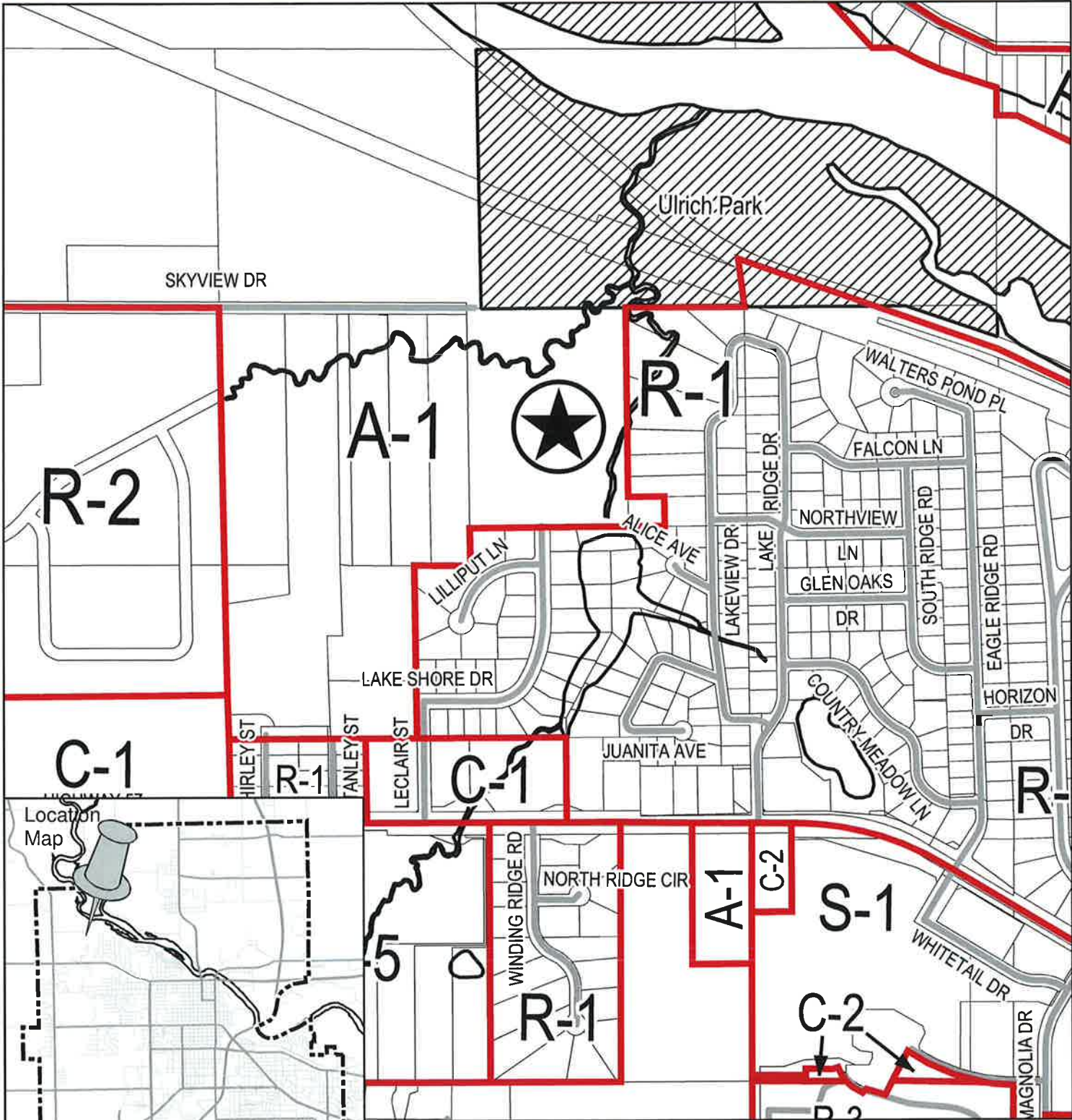
The Commission commented on the proposed rezoning and agrees that the request follows the future land use map. There were no comments and the Commission recommended approval of the rezoning request from A-1 to R-1.

### STAFF RECOMMENDATION

The Community Development Department recommends that the City Council set a date for public hearing on October 1, 2018 for this rezoning request.



Cedar Falls City Council  
September 17, 2018



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 3-89-14,  
BLACK HAWK COUNTY, IOWA

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



-334-



| NO. | REVISION | BY | DATE | NO. | REVISION | BY | DATE |
|-----|----------|----|------|-----|----------|----|------|
|     |          |    |      |     |          |    |      |
|     |          |    |      |     |          |    |      |

**CGA**  
Clippard-Garber Associates, Inc.  
15 East Main Street  
Westcliffe, Iowa 50158  
Ph 641-752-6791  
www.cgaonline.com

DESIGNED: JGD DATE: 4-22-2018  
DRAWN: JGD DATE: 4-22-2018  
CHECKED: JGD DATE: 4-22-2018  
APPROVED: JGD DATE: 4-22-2018

**WINGERT DEVELOPMENT**  
CEDAR FALLS, IOWA

REZONING EXHIBIT

PROJECT NO. 5694.04  
SHEET NO. 1

RESOLUTION NO. \_\_\_\_\_

RESOLUTION FIXING DATE OF HEARING ON PROPOSED  
AMENDMENT TO CHAPTER 29, ZONING, CODE OF ORDINANCES  
OF THE CITY OF CEDAR FALLS, IOWA, AND DIRECTING  
PUBLICATION OF NOTICE OF SAID PUBLIC HEARING

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to change the zoning from A-1 Agricultural to R-1, Residence as described below, and

WHEREAS, said Commission has recommended approval of said change in zoning, and

WHEREAS, it is desired to submit the same for consideration to the City Council to have a public hearing on the same as provided by law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that there shall be a public hearing on a proposal to amend 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, by removing and changing from the A-1 Agricultural Zoning District, and placed in the R-1 Residence Zoning District 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

And that said public hearing shall be held on the 1<sup>st</sup> day of October, 2018, at 7:00 o'clock P.M., in the Council Chambers in the City Hall of the City of Cedar Falls, Iowa. The City Clerk is hereby authorized and directed to publish notice of said hearing the Waterloo-Cedar Falls Courier, said notice to be published at least seven (7) days prior to the hearing date.

INTRODUCED AND ADOPTED this 17<sup>th</sup> day of September, 2018.

**Item G.2.q.**

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

**NOTICE OF PUBLIC HEARING ON PROPOSED CHANGES IN  
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 BY REMOVING CERTAIN REAL ESTATE  
FROM THE A-1 AGRICULTURAL DISTRICT AND PLACING SAID  
REAL ESTATE IN THE R-1 RESIDENCE DISTRICT**

To Whom It May Concern:

NOTICE IS HEREBY GIVEN that the City Planning and Zoning Commission has recommended to the City Council of Cedar Falls, Iowa, an amendment to 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 known as the Zoning Ordinance and that the City Council of the City of Cedar Falls, Iowa, proposes to amend said Ordinance by removing the following described real estate from the A-1 Agricultural Zoning District, and placing the same 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

There will be a public hearing on said proposed change on the 1<sup>st</sup> day of October, 2018, at 7:00 o'clock P.M., in the Council Chambers amending said Section is now on file in the office of the City Clerk in the City Hall in the City of Cedar Falls, Iowa, and is available for reference and inspection by the public. Objections to said proposed change in said Ordinance may be made in writing at any time prior to the public hearing as set forth herein and oral objections will be heard at said hearing.

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Jacqueline Daniels, MMC, City Clerk

# Item G.2.q.

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 AND INCLUDE TO 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;

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: \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_

**Item G.2.q.**

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATON: \_\_\_\_\_

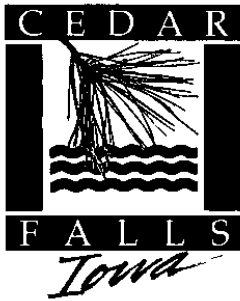
ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
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

**MEMORANDUM**

*Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Planner II  
**DATE:** September 12, 2018  
**SUBJECT:** Partial Property Tax Exemption for Standard Distribution, Co.  
317 Savannah Park Drive in the Cedar Falls Industrial Park

The Department of Community Development would like to request that City Council set a date of public hearing for the above referenced project that was approved by Development Agreement in September 2017 (Standard Distribution Co. Expansion Project). The requested date of public hearing will be October 1, 2018. Additional information regarding the partial property tax exemption and project construction status will be provided to City Council prior to the public hearing.

If you have any questions regarding this project, please feel free to contact me.

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

## Item G.2.r.

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

RESOLUTION NO. \_\_\_\_\_

RESOLUTION SETTING PUBLIC HEARING AND DIRECTING PUBLICATION OF NOTICE OF PUBLIC HEARING ON A PROPOSED ORDINANCE GRANTING A PARTIAL PROPERTY TAX EXEMPTION TO STANDARD DISTRIBUTION CO., FOR A 53,000 SQUARE FOOT INDUSTRIAL USE WAREHOUSE ADDITION CONSTRUCTED ON PROPERTY LOCATED AT 317 SAVANNAH PARK ROAD, CEDAR FALLS, IOWA

WHEREAS, a request was submitted by Standard Distribution Co., to the City Council of the City of Cedar Falls, Iowa, to adopt an Ordinance granting a partial property tax exemption to Standard Distribution Co., in connection with a 53,000 square foot industrial use warehouse addition constructed at 317 Savannah Park Road, Cedar Falls, Iowa, and

WHEREAS, the City Council has determined that a public hearing should be scheduled on said request, and notice of said public hearing should be published as required by law.

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

1. That the request of Standard Distribution Co., to pass an Ordinance granting a partial property tax exemption to Standard Distribution Co., in connection with a 53,000 square foot industrial use warehouse addition constructed on property located at 317 Savannah Park Road, Cedar Falls, Iowa, legally described as set forth on Exhibit "A" attached hereto, is hereby scheduled for public hearing to be held on the 1<sup>st</sup> day of October 2018, at 7:00 p.m., in the Council Chambers in the City Hall of the City of Cedar Falls, Iowa; and

2. That the City Clerk is hereby authorized and directed to publish notice of said public hearing in the Waterloo-Cedar Falls Courier once, not less than four (4) nor more than twenty (20) days before the date of said hearing.

INTRODUCED AND ADOPTED this 17<sup>th</sup> day of September 2018.

---

James P. Brown, Mayor

ATTEST:

---

Jacqueline Danielsen, MMC, City Clerk

## Item G.2.r.

### EXHIBIT "A"

#### Legal Description

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.

CERTIFICATE

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

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 Number \_\_\_\_\_ duly and legally adopted by the City Council of said City on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

---

Jacqueline Danielsen, MMC, City Clerk

## Item G.2.r.

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

NOTICE OF PUBLIC HEARING ON A PROPOSED ORDINANCE GRANTING A PARTIAL PROPERTY TAX EXEMPTION TO STANDARD DISTRIBUTION, CO, FOR A 53,000 SQUARE FOOT INDUSTRIAL USE WAREHOUSE ADDITION CONSTRUCTED ON PROPERTY LOCATED AT 317 SAVANNAH PARK ROAD, CEDAR FALLS, IOWA

TO WHOM IT MAY CONCERN:

Notice is hereby given that on the 1<sup>st</sup> day of October, 2018, at 7:00 p.m. in the Council Chambers of the City Hall, 220 Clay Street, Cedar Falls, Iowa, a Public Hearing will be held by the City Council of said City of Cedar Falls, Iowa, on the proposal to adopt an Ordinance granting a partial exemption from property taxation as provided in Article II, Tax Exemptions of Chapter 25, Taxation of the Code of Ordinances of the City of Cedar Falls, Iowa, and Section 427B.1, Code of Iowa, based on the application submitted by Standard Distribution Co., for the actual value added to real estate by the construction of a 53,000 square foot industrial use warehouse addition constructed on property located at 317 Savannah Park Road, Cedar Falls, Iowa, legally described as set forth on Exhibit "A" attached hereto.

A copy of the proposed Ordinance is on file in the office of the City Clerk of the City of Cedar Falls, Iowa. Written objections to the adoption of said Ordinance granting a partial property tax exemption may be filed with the City Clerk of Cedar Falls, Iowa, on or before the date of hearing, and all objections will be heard at the time of said hearing.

---

Jacqueline Danielsen, MMC, City Clerk

EXHIBIT "A"

Legal Description

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.







**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](http://www.cedarfalls.com)

**MEMORANDUM**

***Planning & Community Services Division***

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Planner II  
**DATE:** September 12, 2018  
**SUBJECT:** Sale of Lot 21 in Cedar Falls Technology Park Phase II, all in the City of Cedar Falls, Black Hawk County, Iowa. Contains 3.04 acres, more or less.

The Community Development Department would like to request that a public hearing be scheduled for October 1, 2018 to address the proposed transfer of the above referenced City owned real estate to Six Kids, L.L.C. The proposed project would consist of an approximate 18,000 sf. professional office facility on Lot 21 in the Cedar Falls Technology Park. Additional information pertaining to the land transaction and the Agreement for Private Development will be provided to City Council prior to the public hearing.

If you have any questions, please contact the Community Development Department.

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

## Item G.2.s.

Prepared by: Shane Graham, Planner II, 220 Clay Street, Cedar Falls, IA 50613, (319) 268-5160

### RESOLUTION NO. \_\_\_\_\_

RESOLUTION SETTING DATE OF PUBLIC HEARING (1) TO CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND SIX KIDS, L.L.C.; (2) TO CONSIDER CONVEYANCE OF CERTAIN CITY-OWNED REAL ESTATE LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO TO SIX KIDS, L.L.C., PURSUANT TO SAID PROPOSED AGREEMENT; AND (3) PAYMENT OF CERTAIN ECONOMIC DEVELOPMENT GRANTS TO THE DEVELOPER PURSUANT TO SAID PROPOSED AGREEMENT

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received a proposal from Six Kids, L.L.C., an Iowa limited liability company (the "Developer"), to enter into a proposed Agreement for Private Development (the "Agreement") between the City of Cedar Falls, Iowa, and Six Kids, L.L.C. on terms which include:

- (1) Conveyance of certain city-owned real estate legally described on Exhibit "A" attached hereto (the "Development Property"), on certain terms and conditions;
- (2) Entering into a Minimum Assessment Agreement whereby the minimum actual taxable value of the land and improvements to be constructed on the Development Property would be established at an amount not less than \$2,700,000.00 for a 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.

WHEREAS, as required by law, a hearing is to be held by the City Council of the City of Cedar Falls, Iowa, to consider entering into the proposed Agreement for Private Development and conveyance of the Development Property to the Developer pursuant to the terms of said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that a hearing be held on the 1<sup>st</sup> day of October, 2018, at 7:00 p.m., in the

Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, to consider entering into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and Six Kids, L.L.C., and to consider conveyance of the Development Property to the Developer on certain terms as set forth in the proposed agreement. A copy of the proposed agreement is on file in the Office of the Cedar Falls City Clerk. The City Clerk is hereby directed to publish said notice of said public hearing.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk

**Item G.2.s.**

CERTIFICATE

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

I, Jacqueline Danielsens, 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 Danielsens  
City Clerk of Cedar Falls, 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).

## Item G.2.s.

Prepared by: Shane Graham, Planner II, 220 Clay Street, Cedar Falls, IA 50613, (319) 243-2713

NOTICE OF PUBLIC HEARING (1) TO CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND SIX KIDS, L.L.C., (2) TO CONSIDER CONVEYANCE OF CERTAIN CITY-OWNED REAL ESTATE LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO TO SIX KIDS, L.L.C., PURSUANT TO SAID PROPOSED AGREEMENT; AND (3) PAYMENT OF CERTAIN ECONOMIC DEVELOPMENT GRANTS TO THE DEVELOPER PURSUANT TO SAID PROPOSED AGREEMENT

To Whom It May Concern:

Notice is hereby given that on the 1<sup>st</sup> day of October, 2018, at 7:00 p.m. in the Council Chambers of the City Hall, 220 Clay Street, Cedar Falls, Iowa, a Public Hearing will be held by the City Council of said City of Cedar Falls, Iowa, on a proposal from Six Kids, L.L.C., an Iowa limited liability company (the "Developer"), to enter into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and Six Kids, L.L.C., on terms which include:

- (1) Conveyance of certain city-owned real estate legally described on Exhibit "A" attached hereto (the "Development Property"), to Developer, on certain terms and conditions; and
- (2) Entering into a Minimum Assessment Agreement whereby the minimum actual taxable value of the land and improvements to be constructed on the Development Property would be established at an amount not less than \$2,700,000.00 for a 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.

A copy of the proposed agreement is on file in the Office of the Cedar Falls City Clerk.

Any interested party may appear at the time and place of hearing and be heard, or may file written objections with the City Clerk on or before the date and time of said hearing.

This notice is given pursuant to Resolution No. \_\_\_\_\_ by the City Council of the City of Cedar Falls, Iowa on the \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

## Item G.2.s.

### 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).





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 13, 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

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. 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. The Planning and Zoning Commission has considered the request and unanimously recommended approval, subject to certain conditions, which will be set forth in a conditional zoning agreement.

Staff requests that Council set a public hearing date for October 1, 2018 to formally consider the rezoning request. A full staff report will be provided to City Council prior the public hearing.

PLANNING & ZONING COMMISSION

Public Hearing & Discussion 6/27/2018 Staff presented background information on the rezoning proposal. 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

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that in their design.

Public  
Hearing &  
Vote  
7/11/2018

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: Resolution to set public hearing  
Notice of public hearing

RESOLUTION NO. \_\_\_\_\_

RESOLUTION FIXING DATE OF HEARING ON PROPOSED  
AMENDMENT TO CHAPTER 29, ZONING, CODE OF ORDINANCES  
OF THE CITY OF CEDAR FALLS, IOWA, AND DIRECTING  
PUBLICATION OF NOTICE OF SAID PUBLIC HEARING

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to change the zoning from A-1 Agricultural to HWY-1 Highway Commercial District as described below, and

WHEREAS, said Commission has recommended approval of said change in zoning, subject to certain conditions, and

WHEREAS, it is desired to submit the same for consideration to the City Council to have a public hearing on the same as provided by law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that there shall be a public hearing on a proposal to amend 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, by removing and changing from the A-1 Agricultural Zoning District, and placed in the HWY-1 Highway Commercial Zoning District 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.**

And that said public hearing shall be held on the 1<sup>st</sup> day of October, 2018, at 7:00 o'clock P.M., in the Council Chambers in the City Hall of the City of Cedar Falls, Iowa. The City Clerk is hereby authorized and directed to publish notice of said hearing the Waterloo-Cedar Falls Courier, said notice to be published at least seven (7) days prior to the hearing date.

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INTRODUCED AND ADOPTED this 17<sup>th</sup> day of September, 2018.

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James P. Brown, Mayor

ATTEST:

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Jacqueline Danielsen, MMC, City Clerk

**NOTICE OF PUBLIC HEARING ON PROPOSED CHANGES IN 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 BY REMOVING CERTAIN REAL ESTATE FROM THE A-1 AGRICULTURAL DISTRICT AND PLACING SAID REAL ESTATE IN THE HWY-1 HIGHWAY COMMERCIAL DISTRICT, SUBJECT TO CERTAIN CONDITIONS**

To Whom It May Concern:

NOTICE IS HEREBY GIVEN that the City Planning and Zoning Commission has recommended to the City Council of Cedar Falls, Iowa, an amendment to 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 known as the Zoning Ordinance and that the City Council of the City of Cedar Falls, Iowa, proposes to amend said Ordinance by removing the following described real estate from the A-1 Agricultural Zoning District, and placing the same in the HWY-1 Highway Commercial Zoning District, subject to certain conditions:

**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.**

There will be a public hearing on said proposed change on the 1<sup>st</sup> day of October, 2018, at 7:00 o'clock P.M., in the Council Chambers amending said Section and the Ordinance and Conditional Zoning Agreement is now on file in the office of the City Clerk in the City Hall in the City of Cedar Falls, Iowa, and is available for reference and inspection by the public. Objections to said proposed change in said Ordinance or Conditional Zoning Agreement may be made in writing at any time prior to the public hearing as set forth herein and oral objections will be heard at said hearing.

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Jacqueline Danielsen, MMC, City Clerk

