



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, MAY 06, 2019
7:00 PM AT CITY HALL**

Call to Order by the Mayor

Roll Call

Approval of Minutes

- [1.](#) Regular Meeting of April 15, 2019.
- [2.](#) Special Meeting of April 25, 2019.

Agenda Revisions

Special Order of Business

- [3.](#) Public hearing on proposed amendments to the City's FY19 Budget.
 - a) Receive and file proof of publication of notice of hearing. (Notice published April 19, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
4. Resolution approving and adopting amendments to the City's FY19 Budget.
- [5.](#) Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Walnut Street Box Culvert Replacement - University Branch of Dry Run Creek Project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published April 19, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
6. Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the Walnut Street Box Culvert Replacement - University Branch of Dry Run Creek Project.
- [7.](#) Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Ridgeway Avenue Reconstruction Project - Chancellor Drive to Nordic Drive.
 - a) Receive and file proof of publication of notice of hearing. (Notice published April 19, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
8. Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the Ridgeway Avenue Reconstruction Project - Chancellor Drive to Nordic Drive.
- [9.](#) Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 100 Block Alley Reconstruction Project.

- a) Receive and file proof of publication of notice of hearing. (Notice published April 19, 2019)
- b) Written communications filed with the City Clerk.
- c) Oral comments.
- 10. Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 100 Block Alley Reconstruction Project.
- 11. Public hearing on the FY19-23 Consolidated Plan and FY19 Annual Action Plan for Community Development Block Grant & HOME Program funding.
 - a) Receive and file proof of publication of notice of hearing. (Notice published April 29, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
- 12. Resolution approving and authorizing submission of the FY19-23 Consolidated Plan and FY19 Annual Action Plan for Community Development Block Grant & HOME Program funding.

Old Business

- 13. Pass Ordinance #2939, amending Chapter 26, Zoning, of the Code of Ordinances relative to the College Hill Neighborhood (CHN) Overlay Zoning District, upon its third & final consideration.

New Business

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.)

- 14. Approve the recommendation of the Mayor relative to the appointment of Rebecca Aberle as Student Liaison, term ending 04/30/2020.
- 15. Approve the recommendation of the Mayor relative to the appointment of Paul Lee to the Civil Service Commission, term ending 04/06/2020.
- 16. Receive and file the Committee of the Whole minutes of April 15, 2019 relative to the following items:
 - a) Small Cell Siting.
 - b) Bills & Payroll.
- 17. Receive and file Departmental Monthly Reports of March 2019.
- 18. Receive and file communications from the Civil Service Commission relative to certified lists for the following positions:
 - a) Storm Water Specialist.
 - b) Public Safety Supervisor - Lieutenant.
 - c) Public Safety Supervisor - Captain.
- 19. Receive and file the 2018 Annual Reports of the Planning & Zoning Commission, Board of Adjustment, Historic Preservation Commission, Group Rental Committee/Board of Rental Housing Appeals, Housing Commission and Bicycle & Pedestrian Advisory Committee.
- 20. Receive and file the Bi-Annual Report of Community Main Street relative to FY19 Self-Supported Municipal Improvement District (SSMID) Funds and an FY19 Economic Development Grant.
- 21. Receive and file the Bi-Annual Report of College Hill Partnership relative to FY19 Self-Supported Municipal Improvement District (SSMID) Funds and an FY19 Economic Development Grant.

22. Receive and file three Reports of Compensation Commissioners and Notices of Appraisement of Damages and Time of Appeal, in conjunction with the West 1st Street Reconstruction Project.
23. Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
- (1) Five Corners Liquor & Wine, 809 East 18th Street.
 - (2) Hansen's Dairy, 123 East 18th Street.
 - (3) Happy's Wine & Spirits, 5925 University Avenue.
 - (4) Hy-Vee Food Store, 6301 University Avenue.
 - (5) Hy-Vee Gas, 6527 University Avenue.
 - (6) Prime Mart, 2323 Main Street.
 - (7) The Landmark, 107 Main Street.
 - (8) Up In Smoke, 2218 College Street.
 - (9) Wal-Mart, 525 Brandilynn Boulevard.
 - (10) ZSAVOOZ, 206 Brandilynn Boulevard.
24. Approve the following applications for beer permits and liquor licenses:
- a) Tobacco Outlet Plus, 4116 University Avenue, Class C beer - renewal.
 - b) NewAldaya Lifescapes, 7511 University Avenue, Class A liquor & outdoor service - renewal.
 - c) Berk's Main Street Pub, 207 Main Street, Class C liquor - renewal.
 - d) Walgreens, 2509 Whitetail Drive, Class E liquor - renewal.
 - e) The Black Hawk Hotel/Bar Winslow/Farm Shed, 115-119 Main Street, Class B liquor & outdoor service - sidewalk café.
 - f) Sturgis Falls Celebration, Island Park Beach House, Class B beer & outdoor service - 5-day permit.
 - g) Sturgis Falls Celebration, Gateway Park, Special Class C liquor & outdoor service - 5-day permit.
 - h) Cedar Basin Jazz Festival & Live to 9, Sturgis Park, Special Class C liquor & outdoor service - 6-month permit.
 - i) Casey's General Store, 2425 Center Street, Class E liquor - new.

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.)

25. Resolution approving and authorizing execution of a Consulting Agreement with Holmes Murphy & Associates, Inc. relative to employee benefits consulting services.
26. Resolution approving and authorizing execution of an Amendment to the Employer Participation Agreement with Express Scripts, Inc. relative to auditing of pharmacy benefit management services.
27. Resolution approving and authorizing the expenditure of funds for the purchase of printers and copiers.
28. Resolution approving and authorizing execution of an Easement Agreement, in conjunction with a sidewalk café at 115-119 Main Street.
29. Resolution approving and authorizing execution of an Agreement for Wrecker/Towing/Storage Service with L&M Transmission & Towing.
30. Resolution approving and authorizing execution of an Agreement for Wrecker/Towing/Storage Service with The Rasmusson Company.
31. Resolution approving and authorizing execution of a Memorandum of Understanding with the Black Hawk County Pheasants Forever & Quail Forever Chapter relative to the Youth Pollinator Habitat Project.
32. Resolution approving and authorizing the expenditure of funds for the purchase of a grapple loader truck.
33. Resolution approving and accepting the contract and bond of Benton's Sand & Gravel, Inc. for the 2019 Permeable Alley Project.

- [34.](#) Resolution approving and accepting two Temporary Construction Easements, one Warranty Deed and one Special Warranty Deed, in conjunction with the Ridgeway Avenue Reconstruction Project.
- [35.](#) Resolution approving and accepting a Lien Notice and Special Promissory Note for property located at 315 Franklin Street relative to the Rental to Single Family Owner Conversion Incentive Program.
- [36.](#) Resolution approving and authorizing execution of a contract with the Cedar Falls Woman's Club for use of their facility for a charrette relative to the Downtown Visioning & Zoning Code Update.
- [37.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 2 to the Professional Service Agreement with Riverwise Engineering, LLC for bathymetric survey services relative to the Cedar River Recreational Improvement Project.
- [38.](#) Resolution approving and authorizing execution of a Contract for Appraisal Services with Rally Appraisal relative to the 2019 Northern Cedar Falls Flood Buyout Program.
- [39.](#) Resolution approving and authorizing execution of an Encroachment Agreement with the North Cedar Neighborhood Association relative to placement of a neighborhood sign within the public right-of-way.
- [40.](#) Resolution approving the preliminary plat of Furn Subdivision.
- 41. Resolution approving the final plat of Furn Subdivision.
- [42.](#) Resolution approving an S-1 Shopping Center District site plan for redevelopment of a building located at 6301 University Avenue.
- [43.](#) Resolution approving and authorizing execution of a Developmental Procedures Agreement with Furn USA IA-Cedar Falls, LLC relative to property located at 6301 University Avenue.
- [44.](#) Resolution approving the reassignment of a Professional Service Agreement from Community ReCode, LLC to Ferrell Madden, LLC relative to the Downtown Visioning & Zoning Code Update Project.
- [45.](#) Resolution approving and adopting Project Priorities for the Downtown Visioning & Zoning Code Update.
- [46.](#) Resolution approving the proposal of Sturgis Falls Celebration, Inc. to construct a permanent stage, and waiving the variance application fee.
- [47.](#) Resolution approving and authorizing execution of five Memorandums of Agreement for stair reconstruction, in conjunction with the 100 Block Alley Reconstruction Project.
- [48.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 5 with Snyder & Associates, Inc. for 2019 Engineering Services relative to the 2nd Street Reconstruction-Main to Washington and 3rd Street Reconstruction-State to Washington Projects.

Ordinances

- [49.](#) Pass an ordinance amending Chapter 2, Administration, of the Code of Ordinances relative to the reorganization of City operations, upon its first consideration.
- [50.](#) Pass an ordinance amending certain sections of the Code of Ordinances relative to the renaming of the Department of Municipal Operations and Programs to the Department of Public Works, in conjunction with the reorganization of City operations, upon its first consideration.
- [51.](#) Pass an ordinance amending Chapter 15, Nuisances and Chapter 17, Parks and Recreation, of the Code of Ordinances relative to the renaming of the Public Works and Parks Division Manager to the Operations and Maintenance Division Manager, in conjunction with the reorganization of City operations, upon its first consideration.

- [52.](#) Pass an ordinance amending certain sections of the Code of Ordinances to be in conformance with the Code of Iowa and consistent with current City operations, upon its first consideration.

Allow Bills and Payroll

53. Allow Bills and Payroll of May 6, 2019.

City Council Referrals

City Council Updates

Executive Session

54. Executive Session to discuss Legal Matters per Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation, and 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.

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

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, APRIL 15, 2019
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 (via phone), Blanford, Darrah, Wieland, Green. Absent: None.

- 52273 - It was moved by Miller and seconded by Wieland that the minutes of the Regular Meeting of April 1, 2019 be approved as presented and ordered of record. Motion carried unanimously.

Mayor Brown read a proclamation declaring April 25-28, 2019 as YWCA Stand Against Racism Weekend. YWCA of Black Hawk County Executive Director Lucinda Mohr commented.

Mayor Brown read a proclamation declaring April 21-27, 2019 as Administrative Professional's Week and April 24, 2019 as Administrative Professional's Day.

Mayor Brown read a proclamation declaring May 2019 as Bike Month; May 8, 2019 as Bike to School Day; May 13-17, 2019 as Bike to Work Week; May 15, 2019 as Ride of Silence Day; and May 17, 2019 as Bike to Work Day. Bicycle and Pedestrian Advisory Committee member Andrew Shroll commented.

The Mayor then recognized the Cedar Falls High School Rocket Club and 2019 State Basketball Champions.

- 52274 - City Clerk Danielsen announced that Item 8 on the Consent Calendar would be received and filed only, and that Item 16 on the Resolution Calendar was being removed by staff.
- 52275 - Mayor Brown announced that in accordance with the public notice of April 5, 2019, this was the time and place for a public hearing on the proposed Agreement for Private Development and conveyance of certain city-owned real estate to Zuidberg NA, L.L.C. It was then moved by Darrah and seconded by Green that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52276 - The Mayor then asked if there were any written communications filed to the proposed Agreement and conveyance. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planner II Graham gave a brief explanation of the proposal. Jim Skaine, 2215 Clay Street, expressed concerns with the proposal, and Grow Cedar Valley representative Lisa Skubal and Zuidberg NA, L.L.C. President Ryan Holden, spoke in support of the proposed Agreement and conveyance. There being no one else present wishing to speak about the Agreement and conveyance, the Mayor declared the hearing closed and passed to the next order of business.

52277 - It was moved by Blanford and seconded by deBuhr that Resolution #21,483, approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement with Zuidberg NA, L.L.C., and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to Zuidberg NA, L.L.C., be adopted. Following a comment by Councilmember deBuhr, 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 #21,483 duly passed and adopted.

52278 - It was moved by Wieland and seconded by deBuhr that Ordinance #2938, amending Section 26-118 (formerly 29-107) of the Code of Ordinances by removing property located at the southeast corner of West 12th Street and Union Road from the A-1, Agricultural District, and placing the same in the RP, Planned Residence District, be passed upon its third and final consideration. The Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Ordinance #2938 duly passed and adopted.

52279 - It was moved by Wieland and seconded by Miller that Ordinance #2939, amending Chapter 26, Zoning, of the Code of Ordinances relative to the College Hill Neighborhood (CHN) Overlay Zoning District, be passed upon its second consideration.

It was then moved by Kruse and seconded by Green to amend the motion to remove language within 26-181(5)(a)(6) that states "For mixed-use buildings constructed prior to January 1, 2019, parking is not required for existing dwelling units." Following questions by Councilmembers deBuhr and Green, and responses by City Attorney Rogers, Community Development Director Sheetz and Community Services Manager Howard, the motion to amend failed 6-1 with Councilmembers Miller, deBuhr, Blanford, Darrah, Wieland and Green voting nay.

Following additional comments by Councilmember Green, the Mayor then put the question on the original motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Blanford, Darrah, Wieland. Nay: Kruse, Green. Motion carried.

52280 - It was moved by deBuhr and seconded by Miller that the following items and recommendations on the Consent Calendar be received, filed and approved:

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

- a) MaryJane McCollum, Board of Rental Housing Appeals, term ending 05/01/2023.
- b) Bruce Wingert, Board of Rental Housing Appeals, term ending 05/01/2023.

Receive and file a communication from the Civil Service Commission relative to a

certified list for the position of Public Safety Officer.

Approve the following special event related requests:

- a) Street closures, Shamrock Shuffle, April 27, 2019.
- b) Street closures, UNI Triathlon, April 28, 2019.
- c) Parking variance, Washington Street (Annual Friends of MercyOne Cedar Falls May Breakfast), May 14, 2019.
- d) Street closures, Iowa Shrine Bowl Parade, July 20, 2019.
- e) Street closures, College Hill Farmers Market, June 6, July 11, August 1, September 5 & October 3, 2019.

Approve the following applications for beer permits and liquor licenses:

- a) Hy-Vee Clubroom, 6301 University Avenue, Special Class C liquor - renewal.
- b) Jorgensen Plaza (Table 1912, Diamond Event Center and Gilmore's Pub), 5307 Caraway Lane, Class C liquor, Class B wine & outdoor service - renewal.
- c) Mary Lou's Bar & Grill, 2719 Center Street, Class C liquor - renewal.
- d) The Horny Toad American Bar & Grille, 204 Main Street, Class C liquor - renewal.
- e) ZSAVOOZ, 206 Brandilynn Boulevard, Class C liquor & outdoor service - renewal.
- f) CVS/Pharmacy, 2302 West 1st Street, Class E liquor - renewal.
- g) Prime Mart, 2728 Center Street, Class E liquor - renewal.

Motion carried unanimously.

- 52281 - It was moved by Green and seconded by Darrah to receive and file the Committee of the Whole minutes of April 1, 2019 relative to the following items:
- a) Sustainability.
 - b) Bills & Payroll.

Following comments by Jim Skaine, 2215 Clay Street, Councilmember Miller raised point of order, and the motion carried unanimously.

- 52282 - It was moved by Darrah and seconded by Miller to receive and file the City Council Work Session minutes of April 1, 2019. Following comments by Jim Skaine, 2215 Clay Street, the Mayor announced a short recess from 7:33 P.M. to 7:36 P.M. Upon reconvening, the motion carried unanimously.
- 52283 - It was moved by Blanford and seconded by Darrah to approve a request by Winnebago Boy Scouts of America for a permit to operate a Daisy BB Gun Range at Pheasant Ridge Golf Course, 3205 West 12th Street, on May 23, 2019. Following comments by Boy Scout Representative Whitney Jensen, 512 College Street, the motion carried unanimously.
- 52284 - It was moved by Wieland and seconded by Miller that the following resolutions be introduced and adopted:

Resolution #21,484, approving and authorizing execution of a lease relative to property vacated by the 2008 flood buyout programs.

Resolution #21,485, approving and authorizing execution of a contract with Laser Line Striping relative to 2019 pavement marking services.

Resolution #21,486, approving and authorizing execution of four Owner Purchase Agreements, and approving and accepting two Permanent Drainage Easements and two Temporary Construction Easements, in conjunction with the Walnut Street Box Culvert Project.

Resolution #21,487, approving and authorizing execution of two Owner Purchase Agreements, in conjunction with the Ridgeway Avenue Reconstruction Project - Chancellor Drive to Nordic Drive.

Resolution #21,488, receiving and filing the bids, and approving and accepting the low bid of Benton's Sand & Gravel, Inc., in the amount of \$202,362.40, for the 2019 Permeable Alley Project.

Resolution #21,489, approving and authorizing execution of a Developmental Procedures Agreement with BJW Holdings, LLC relative to storm sewer oversizing for Park Ridge Estates Subdivision.

Resolution #21,490, approving and authorizing execution of a Professional Service Agreement with Snyder & Associates, Inc. relative to the Cedar Heights Drive Reconstruction Project.

Resolution #21,491, approving and accepting a Lien Notice and Special Promissory Note for property located at 1026 West 8th Street relative to the Rental to Single Family Owner Conversion Incentive Program.

Resolution #21,492, approving and authorizing submission of a Certified Local Government National Register Nomination of the Cedar Falls Wild Historic District, as recommended by the Historic Preservation Commission.

Resolution #21,493, approving a College Hill Neighborhood Overlay Zoning District site plan for façade improvements at 2020 College Street.

Resolution #21,494, approving a College Hill Neighborhood Overlay Zoning District site plan for façade improvements at 2125 College Street.

Resolution #21,495, approving a Central Business District Overlay Zoning District site plan for a commercial/residential mixed use redevelopment at 302 Main Street and 123 East 3rd Street/305 State Street, as recommended by the Planning & Zoning Commission.

Resolution #21,496, approving and authorizing execution of a Service Agreement with Farmers State Bank relative to drawdowns of Community Development Block Grant (CDBG) funds.

Resolution #21,497, approving and authorizing reimbursements and cancellation of one assessment relative to the 2018 Sidewalk Assessment Project, Zone 9, in conjunction with the 2019 Street Construction Project.

Resolution #21,498, approving and adopting Small Cell Design Guidelines for the City of Cedar Falls.

Resolution #21,499, approving and adopting a Small Wireless Facility Fee Schedule.

Resolution #21,500, receiving and filing, and setting May 6, 2019 as the date of public hearing on, the proposed plans, specifications, form of contract & estimate of cost for the 100 Block Alley Reconstruction Project.

Resolution #21,501, receiving and filing, and setting May 6, 2019 as the date of public hearing on, the proposed plans, specifications, form of contract & estimate of cost for the Walnut Street Box Culvert Replacement - University Branch of Dry Run Creek Project.

Resolution #21,502, receiving and filing, and setting May 6, 2019 as the date of public hearing on, the proposed plans, specifications, form of contract & estimate of cost for the Ridgeway Avenue Reconstruction Project - Chancellor Drive to Nordic Drive.

Resolution #21,503, setting May 6, 2019 as the date of public hearing on amendments to the City's FY19 Budget.

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 #21,484 through #21,503 duly passed and adopted.

- 52285 - It was moved by Darrah and seconded by Wieland that Resolution #21,504, approving and authorizing execution of a Marco Relationship Agreement with Marco Technologies, LLC relative to a new phone system, be adopted. Following a comment by Councilmember Green and explanation by Finance & Business Operations Director Rodenbeck, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,504 duly passed and adopted.
- 52286 - It was moved by Blanford and seconded by Green that the bills and payroll of April 15, 2019 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.
- 52287 - It was moved by Darrah and seconded by Blanford to refer to the Committee of the Whole a request to amend Ordinance 19-47(e) regarding monument mailboxes. Following a question by Councilmember Green and response by Community Services Director Sheetz, the motion carried 6-1 with Councilmember

deBuhr voting nay.

- 52288 - Mayor Brown announced City Hall being closed on April 19, 2019.

Public Safety Services Director Olson announced that the new cameras and lighting for College Hill and Downtown had arrived and that installation would begin in a couple weeks.

Community Services Director Sheetz announced that additional information from the April 2, 2019 Downtown Visioning meeting and stakeholder meetings is available at www.ourcedarfalls.com.

Finance & Business Operations Director Rodenbeck announced a College Hill Parking Study public meeting on April 23, 2019 from 6-8 P.M. at the University of Northern Iowa Center for Energy and Environmental Education.

- 52289 - It was moved by Blanford and seconded by Green to adjourn to Executive Session to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, following Public Forum. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

- 52290 - Penny Popp, 4805 South Main Street, announced the SnapShot Water Quality Monitoring event on April 27, 2019 from 9-11:30 A.M.

Doctor Brian Sires, 1939 College Street, expressed appreciation for the City process to amend the parking requirements, and cautioned parking partnerships with the University of Northern Iowa.

Councilmember Wieland commented on purchasing policies.

The City Council adjourned to Executive Session at 7:57 P.M.

Mayor Brown reconvened the City Council meeting at 8:19 P.M. and stated that Property Acquisition had been discussed but that no further action was required at this time.

- 52291 - It was moved by Darrah and seconded by Green that the meeting be adjourned at 8:20 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk

**CITY HALL
CEDAR FALLS, IOWA, APRIL 25, 2019
SPECIAL MEETING, CITY COUNCIL
MAYOR JAMES P. BROWN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Special 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 5:15 P.M. on the above date. Members present: Miller, deBuhr, Blanford, Darrah, Wieland, Green. Absent: Kruse.

- 52292 - It was moved by Blanford and seconded by Green to approve the application of Chad's Pizza, Birdsall Park Softball Complex, for a Class B beer & outdoor service 6-month permit. Motion carried unanimously.
- 52293 - It was moved by Darrah and seconded by Blanford that Resolution #21,505, being a resolution of Support for Opposing the FAA-recommended consolidation of the TRACON (Terminal Radar and Control) or radar services, from the FAA-owned Waterloo Air Traffic Control Tower to the Des Moines International Airport, be adopted. Waterloo Airport Director Keith Kaspari provided an explanation, submitted a copy of the FAA Consolidation Report and responded to questions by Councilmembers deBuhr and Darrah. The Mayor then put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,505 duly passed and adopted.
- 52294 - It was moved by Wieland and seconded by Blanford that Resolution #21,506, setting May 6, 2019 as the date of public hearing on the FY19-23 Consolidated Plan and FY19 Annual Action Plan for Community Development Block Grant & HOME Program funding, be adopted. The Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,506 duly passed and adopted.
- 52295 - It was moved by Green and seconded by Miller that the meeting be adjourned at 5:22 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Mayor Brown and City Council Members
FROM: Lisa Roeding, Controller/City Treasurer
DATE: April 23, 2019
SUBJECT: FY2019 Budget Amendment

Attached please find the certification resolution for the FY2019 budget amendment. This is necessary due to the timing of various projects and participation of grant programs. As the notice shows additional revenues for licenses and permits, intergovernmental, charges for services, miscellaneous, other financing sources and cash reserves will primarily offset these expenditures.

Also included in the amendment are the proposed line item amendments by the various departments. Those departmental amendments are also attached to this memo.

CC: Jennifer Rodenbeck, Director of Finance & Business Operations
Ron Gaines, City Administrator

07-046

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2019 - AMENDMENT #2

To the Auditor of BLACK HAWK County, Iowa:

The City Council of Cedar Falls in said County/Countries met on 5/6/2019, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. thereupon, the following resolution was introduced.

RESOLUTION No. _____ <== ENTER RESOLUTION NUMBER

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2019

(AS AMENDED LAST ON 1/7/2019.)

Be it Resolved by the Council of the City of Cedar Falls

Section 1. Following notice published 4/19/2019

and the public hearing held, 5/6/2019 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	20,820,495	0	20,820,495
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	20,820,495	0	20,820,495
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	3,753,970	0	3,753,970
Other City Taxes	6	5,957,056	0	5,957,056
Licenses & Permits	7	934,000	18,800	952,800
Use of Money and Property	8	723,375	2,500	725,875
Intergovernmental	9	23,111,603	688,000	23,799,603
Charges for Services	10	12,180,850	326,350	12,507,200
Special Assessments	11	0	0	0
Miscellaneous	12	1,584,333	1,014,424	2,598,757
Other Financing Sources	13	2,986,590	2,330,000	5,316,590
Transfers In	14	12,817,790	0	12,817,790
Total Revenues and Other Sources	15	84,870,062	4,380,074	89,250,136
Expenditures & Other Financing Uses				
Public Safety	16	11,601,490	653,100	12,254,590
Public Works	17	13,553,020	187,550	13,740,570
Health and Social Services	18	24,500	0	24,500
Culture and Recreation	19	8,004,550	281,824	8,286,374
Community and Economic Development	20	2,915,600	37,200	2,952,800
General Government	21	5,023,550	-450,250	4,573,300
Debt Service	22	1,007,000	23,150	1,030,150
Capital Projects	23	31,290,050	8,820,000	40,110,050
Total Government Activities Expenditures	24	73,419,760	9,552,574	82,972,334
Business Type / Enterprises	25	9,865,550	373,900	10,239,450
Total Gov Activities & Business Expenditures	26	83,285,310	9,926,474	93,211,784
Transfers Out	27	12,817,790	0	12,817,790
Total Expenditures/Transfers Out	28	96,103,100	9,926,474	106,029,574
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	-11,233,038	-5,546,400	-16,779,438
Beginning Fund Balance July 1	30	87,393,024	0	87,393,024
Ending Fund Balance June 30	31	76,159,986	-5,546,400	70,613,586

Passed this

(Day)

day of

(Month/Year)

Signature

City Clerk/Finance Officer

Signature

Mayor

**CITY OF CEDAR FALLS
BUDGET ADJUSTMENTS
FY19 BUDGET**

FINANCE & BUSINESS OPERATIONS

BUDGET ADJUSTMENT - INTO				BUDGET ADJUST - FROM				GENERAL FUND CASH USED	REASON FOR ADJUSTMENT
DEPARTMENTS	ACCOUNT NUMBER	ACCOUNT NAME	FY19 BUDGET	PROJECTED FY19 EXPENDITURES	ACCT. BAL. BEFORE ADJUSTMENT	ACCOUNT NUMBER	ACCOUNT NAME		
Public Records	101-1008-441 64-02	Health Insurance Reimb	\$510.00	\$510.00	(\$100.00)	101-1008-441 65-01	FICA	\$100.00	Over expended line item offset by underspent line item.
	101-1008-441 64-03	Life Insurance	\$490.00	\$540.00	(\$50.00)	101-1008-441 64-04	Ltd Insurance	\$50.00	
Financial Services					(\$150.00)			\$150.00	
	101-1028-441 64-02	Health Ins. Reimb	\$1,020.00	\$1,220.00	(\$200.00)	101-1028-441 61-02	Part-time Wages	\$12,000.00	
	101-1028-441 64-03	Life Insurance	\$1,360.00	\$1,510.00	(\$150.00)	101-1028-441 64-01	Health Ins. Premium	\$2,000.00	
	101-1028-441 81-50	Pre-Employment Physicals	\$45,000.00	\$65,000.00	(\$20,000.00)	101-1028-441 81-50	Ltd Insurance	\$150.00	
	101-1028-441 81-53	Job Notices	\$20,000.00	\$67,000.00	(\$47,000.00)	101-1028-441 65-01	FICA	\$1,000.00	
	101-1028-441 89-17	Bank Service Charges	\$0.00	\$950.00	(\$950.00)	101-1028-441 66-01	IPERS	\$500.00	
						101-1028-441 71-01	Office Supplies	\$500.00	
						101-1028-441 72-59	Postage	\$500.00	
	101-1028-441 73-99					101-1028-441 73-99	Emergency Supplies	\$2,000.00	
	101-1028-441 81-13					101-1028-441 81-13	Microfilm/Imaging	\$2,500.00	
	101-1028-441 81-35					101-1028-441 81-35	Employee Recognition	\$2,500.00	
	101-1028-441 81-48					101-1028-441 81-48	Contract Services	\$1,000.00	
Legal	101-1028-441 81-57					101-1028-441 81-57	Pay Plan Study	\$21,000.00	
	101-1028-441 83-05					101-1028-441 83-05	Travel	\$1,000.00	
	101-1028-441 83-06					101-1028-441 83-06	Education	\$1,000.00	
	101-1028-441 83-08					101-1028-441 83-08	Repair & Maintenance	\$1,850.00	
	101-1028-441 83-01					101-1028-441 83-01	Equipment	\$3,500.00	
	101-1198-441 89-13					101-1198-441 89-13	Contingency	\$15,200.00	
					(\$568,200.00)			\$568,200.00	
	101-1048-441 64-02	Health Ins. Reimb	\$400.00	\$1,000.00	(\$600.00)	101-1028-441 81-57	Pay Plan Study	\$3,150.00	
	101-1048-441 64-03	Life Insurance	\$640.00	\$740.00	(\$100.00)	101-1048-441 64-04	Ltd Insurance	\$100.00	
	101-1048-441 81-51	Post-Employment Physicals	\$30,000.00	\$70,000.00	(\$40,000.00)	101-1048-441 83-05	Travel	\$100.00	
	101-1048-441 81-59	Civil Service Commission	\$3,500.00	\$5,500.00	(\$2,000.00)	101-1198-441 81-01	Admin - Professional Services	\$10,000.00	
	101-1048-441 85-04	Dues & Memberships	\$600.00	\$700.00	(\$100.00)	101-1198-441 89-13	Admin - Contingency	\$30,000.00	
	101-1048-441 93-01	Equipment	\$0.00	\$550.00	(\$550.00)			\$30,000.00	
Library					(\$43,350.00)			\$43,350.00	
	101-1060-423 61-02	Part-time Wages	\$361,670.00	\$380,070.00	(\$18,400.00)	101-1060-356 79-00	Revenue Outside Funding	\$30,000.00	
	101-1060-423 72-76	Public Relations	\$1,000.00	\$1,050.00	(\$50.00)	101-1060-356 79-01	Library Endowments	\$129,000.00	
	101-1060-423 72-99	Postage	\$13,000.00	\$15,000.00	(\$2,000.00)	101-1060-356 79-02	Friends of the Library	\$24,000.00	
	101-1060-423 82-01	Telephone	\$3,930.00	\$5,000.00	(\$1,070.00)	101-1060-423 61-01	Full-time Wages	\$31,520.00	
	101-1060-423 82-05	Travel	\$3,000.00	\$6,000.00	(\$3,000.00)	101-1060-423 65-01	FICA	\$250.00	
	101-1060-423 82-06	Education	\$3,500.00	\$7,000.00	(\$3,500.00)	101-1060-423 66-01	IPERS	\$250.00	
	101-1060-423 85-01	Utilities	\$72,000.00	\$73,100.00	(\$1,100.00)				
	101-1060-423 85-01	Adult Books	\$0.00	\$1,600.00	(\$1,600.00)				
	101-1060-423 85-20	Youth Books	\$0.00	\$400.00	(\$400.00)				
	101-1060-423 89-22	Large Print Books	\$0.00	\$1,000.00	(\$1,000.00)				
	101-1060-423 89-23	Audio Cassettes	\$0.00	\$200.00	(\$200.00)				
	101-1060-423 89-24	Audio Cassettes	\$0.00	\$200.00	(\$200.00)				
	101-1060-423 89-35	Youth Audio	\$0.00	\$200.00	(\$200.00)				
	101-1060-423 89-34	Endowment Supported Program	\$60,000.00	\$265,000.00	(\$205,000.00)				
	101-1060-423 93-01	Equipment	\$0.00	\$500.00	(\$500.00)				
					(\$235,020.00)			\$235,020.00	
Library Levy	101-1061-423 64-03	Life Insurance	\$300.00	\$330.00	(\$30.00)	101-1061-423 61-01	Full-time Wages	\$3,130.00	
	101-1061-423 81-12	Computer Services	\$10,000.00	\$16,500.00	(\$6,500.00)	101-1061-423 61-02	Part-time Wages	\$300.00	
	101-1061-423 89-21	Young Adult Books	\$13,100.00	\$13,300.00	(\$200.00)	101-1061-423 65-01	FICA	\$300.00	
	101-1061-423 89-24	Audio Cassettes	\$8,000.00	\$16,500.00	(\$8,500.00)	101-1061-423 66-01	IPERS	\$300.00	
	101-1061-423 89-26	Non-Print Resources	\$19,000.00	\$19,100.00	(\$100.00)	101-1061-423 71-11	Technical Processing Supplies	\$7,100.00	
	101-1061-423 89-28	Newspapers	\$1,100.00	\$1,300.00	(\$200.00)	101-1061-423 89-22	Youth Books	\$2,400.00	
	101-1061-423 89-38	Young Adult Video	\$1,000.00	\$1,400.00	(\$400.00)	101-1061-423 89-35	Youth Audio	\$2,400.00	
					(\$15,930.00)			\$15,930.00	

Community Center	252-1092-423 87-01	Rentals	\$1,000.00	\$5,300.00	(\$4,300.00)	252-1092-423 89-08	Trips/Buses	\$4,300.00	Over expended line item covered underspent line items
City Administrator	101-1118-441 61-01	Full-time Wages	\$176,940.00	\$186,700.00	(\$8,760.00)	101-1028-441 81-57	Pay Plan Study	\$14,710.00	Over expended line items due to hiring ahead of Public Relations position offset by underspent line items.
	101-1118-441 64-03	Life Insurance	\$550.00	\$550.00	(\$100.00)				
	101-1118-441 64-01	Health Ins. Prem.	\$13,930.00	\$16,280.00	(\$2,350.00)				
	101-1118-441 65-01	FICA	\$9,950.00	\$11,500.00	(\$1,550.00)				
	101-1118-441 66-01	IPERS	\$16,710.00	\$17,660.00	(\$950.00)				
Admin./Legal Misc.	101-1118-441 71-01	Office Supplies	\$200.00	\$350.00	(\$150.00)	101-1118-441 72-11	Dues, Books & Magazines	\$150.00	Over expended line items offset by underspent line items
	101-1118-441 72-99	Postage	\$0.00	\$50.00	(\$50.00)	101-1118-441 72-19	Printing	\$50.00	
	101-1118-441 85-04	Dues & Memberships	\$1,500.00	\$2,000.00	(\$500.00)	101-1118-441 89-06	Education	\$500.00	
					(\$15,410.00)		Printing	\$15,410.00	Over expended line item offset by underspent line item
	101-1199-441 81-07	Community Foundation	\$0.00	\$200.00	(\$200.00)	101-1199-441 72-19	Professional Services	\$6,000.00	
Data Processing	101-1199-441 81-15	Recordification	\$0.00	\$6,000.00	(\$6,000.00)	101-1199-441 81-01		\$410.00	
	101-1199-441 89-11	League Dues	\$11,000.00	\$11,210.00	(\$210.00)				
					(\$5,410.00)				
	606-1078-441 61-02	Part-time Wages	\$28,890.00	\$30,380.00	(\$1,500.00)	606-1078-441 61-01	Full-time Wages	\$1,500.00	Over expended line item offset by underspent line item and additional revenues
	606-1078-441 81-40	Public Info Services	\$32,500.00	\$40,500.00	(\$8,000.00)	606-1078-441 93-01	Equipment	\$14,500.00	
Cable TV	606-1078-441 81-43	Library Computer Services	\$35,000.00	\$41,500.00	(\$6,500.00)				
	606-1078-441 81-70	Contract Services	\$30,000.00	\$32,500.00	(\$2,500.00)	606-0000-354 01-00	Data Processing Revenue	\$5,500.00	
	606-1078-441 86-10	Software Support	\$170,000.00	\$174,000.00	(\$4,000.00)				
					(\$22,500.00)				
	254-1089-431 86-01	Repair & Maint	\$5,000.00	\$6,000.00	(\$1,000.00)	254-1088-431 81-37	Legal Services	\$4,500.00	Over expended line items offset by underspent line items
Parking	254-1089-431 89-18	Community Programming	\$35,000.00	\$38,500.00	(\$3,500.00)				
					(\$4,500.00)				
	258-553-435 81-22	Prof. Services-Parking Study	\$50,000.00	\$105,550.00	(\$55,550.00)	258-0000-104 00-00	Parking Reserves	\$50,000.00	Unbudgeted College Hill parking study and Parking Impact analysis
					(\$55,550.00)	258-0000-353 05-00	Immobilization Revenues	\$5,550.00	Using reserve and additional revenues
					(\$55,550.00)				
Debt Service	311-1801-468 41-40	Principal - Storm Water	\$0.00	\$85,000.00	(\$85,000.00)	311-1801-468 41-39	Principal - Sewer	\$220,000.00	Over expenditures caused by allocation between sewer and storm water. Also, the actual interest and principal on the 2016 bonds versus the estimated amounts prior to the sale
	311-1801-468 42-40	Interest - Storm Water	\$0.00	\$37,170.00	(\$37,170.00)	311-1801-468 42-39	Interest - Sewer	\$17,090.00	
	311-1801-468 42-58	Interest - GO 2018	\$78,660.00	\$115,510.00	(\$36,850.00)	311-1801-468 41-68	Principal - GO 2018	\$15,000.00	Over expenditure due to revised interest rate on internal financing
	311-1801-468 42-37	Interest - Internal Financing	\$210,540.00	\$346,780.00	(\$136,240.00)	311-0000-104 00-00	Cash - Debt Service	\$23,150.00	
					(\$275,240.00)				
FEMA	404-1220-431 92-37	Buyout Demolitions	\$0.00	\$140,000.00	(\$140,000.00)	404-0000-341 08-04	FEMA Reimb. Revenue	\$140,000.00	Projects related to the 2016 Flood Expenditures will be offset by FEMA reimbursements
					(\$140,000.00)				
	408-1240-431 92-53	University Avenue	\$0.00	\$4,000,000.00	(\$4,000,000.00)	408-0000-104 00-00	Street Improv. Fund Cash	\$3,000,000.00	University Avenue project expenditures to be paid by funds received by the State of Iowa for Transfer of Jurisdiction. Expenditures over the \$20 million will be reimbursed to this fund by the other funding sources identified in the CIP.
					(\$4,000,000.00)	408-0000-341 05-00	Grant Reimbursement Revenue	\$500,000.00	
						408-0000-371 01-00	Misc. Revenue	\$500,000.00	
Bond Funds	436-1220-431 95-12	Greenhill Road Ext	\$0.00	\$400,000.00	(\$4,000,000.00)	436-0000-371 01-00	Misc. Receipts Revenue	\$4,000,000.00	Timing of Greenhill Road Extension project. This Overexpenditure will be offset by the bond proceeds previously sold or reimbursements received
	436-1220-431 98-26	Downtown Levee	\$0.00	\$2,000,000.00	\$2,000,000.00	436-0000-104 00-00	Bond Fund Cash	\$2,000,000.00	Timing of Levee project. This Overexpenditure will be offset by the state sales grant funds to be received in the future.
	437-1220-431 98-66	McKanhill Street	\$0.00	\$730,000.00	\$730,000.00	437-0000-381 00-00	Bond Proceeds Revenue	\$730,000.00	Overexpenditure offset by bond proceeds received
					\$3,130,000.00				
TOTAL ADJUSTMENTS									\$0.00
GEN FUND CASH USED BY F.B.O.									\$5,016,560.00

CITY OF CEDAR FALLS
BUDGET ADJUSTMENTS
FY19 BUDGET

COMMUNITY DEVELOPMENT

DEPARTMENTS DIVISIONS	BUDGET ADJUSTMENT - INTO				BUDGET ADJUST - FROM				GENERAL FUND CASH USED	REASON FOR ADJUSTMENT
	ACCOUNT NUMBER	ACCOUNT NAME	FY19 BUDGET	PROJECTED FY19 EXPENDITURES	ACCT. BAL. BEFORE ADJUSTMENT	ACCOUNT NUMBER	ACCOUNT NAME	ADJUSTMENT AMOUNT		
Admin	101-2205-432 83-06	Education	\$1,000.00	\$1,200.00	(\$200.00)	101-2205-432 83-05	Travel	\$200.00		Over expended line item offset by underspent line item.
					(\$200.00)					
Engineering	101-2225-432 61-03	Overtime	\$27,500.00	\$48,500.00	(\$21,000.00)	101-2225-350 01-00	Subdivision Revenue	\$32,000.00		Over expended line items offset by underspent line items and additional revenues
	101-2225-432 72-08	Camera & Photo Equipment	\$200.00	\$500.00	(\$300.00)	101-2225-432 61-01	Full-time Wages	\$112,000.00		
	101-2225-432 72-99	Postage	\$1,600.00	\$2,800.00	(\$1,200.00)	101-2225-432 61-02	Part-time Wages	\$5,000.00		
	101-2225-432 81-01	Professional Services	\$0.00	\$190,000.00	(\$190,000.00)	101-2225-432 64-01	Health Insurance Premium	\$40,000.00		
	101-2225-432 93-01	Equipment	\$50,000.00	\$64,000.00	(\$14,000.00)	101-2225-432 65-01	FICA	\$10,000.00		
						101-2225-432 66-01	IPERS	\$12,000.00		
						101-2225-432 72-17	Uniforms	\$1,000.00		
						101-2225-432 72-19	Pricing	\$500.00		
						101-2225-432 72-25	Mileage	\$200.00		
						101-2225-432 72-26	Testing & Lab Supplies	\$100.00		
						101-2225-432 72-60	Safety Supplies	\$300.00		
						101-2225-432 82-01	Telephone	\$1,000.00		
Inspection Services						101-2225-432 83-05	Travel	\$600.00		Over expended line items offset by underspent line items and additional revenues
						101-2225-432 83-06	Education	\$1,200.00		
						101-2225-432 85-01	Repair & Maintenance	\$10,000.00		
						101-2225-432 85-29	Lab & testing	\$700.00		
					(\$226,500.00)			\$226,500.00		
	101-2235-412 61-01	Full-time Wages	\$582,920.00	\$593,120.00	(\$10,200.00)	101-2235-336 00-00	Building Permit Revenue	\$18,800.00		
	101-2235-412 86-01	Repair & Maint.	\$0.00	\$600.00	(\$600.00)	101-2235-412 72-11	Dues, Book, Magazines	\$800.00		
	101-2235-412 89-15	Credit Card Charges	\$5,000.00	\$16,200.00	(\$11,200.00)	101-2235-412 72-99	Postage	\$800.00		
						101-2235-412 81-01	Professional Services	\$500.00		
						101-2235-412 82-01	Telephone	\$500.00		
Planning & Community Services						101-2235-412 93-01	Equipment	\$500.00		Over expended line item offset by underspent line item.
					(\$21,900.00)			\$21,900.00		
	101-2245-442 81-18	INRCOG	\$12,560.00	\$12,570.00	(\$10.00)	101-2245-442 61-02	Part-time Wages	\$5,000.00		
	101-2245-442 81-25	Promotional Tapes & Ads	\$1,000.00	\$7,000.00	(\$6,000.00)	101-2245-442 72-01	Operating Supplies	\$160.00		
	101-2245-442 81-31	Bus Rent. & Consult	\$1,500.00	\$5,500.00	(\$4,000.00)	101-2245-442 72-08	Camera & Photo Equipment	\$250.00		
	101-2245-442 82-01	Telephone	\$1,900.00	\$2,650.00	(\$750.00)	101-2245-442 72-19	Pricing	\$360.00		
	101-2245-442 83-04	Dues and Membership	\$600.00	\$1,000.00	(\$400.00)	101-2245-442 72-99	Postage	\$1,000.00		
	101-2245-442 83-06	Education	\$2,350.00	\$3,000.00	(\$650.00)	101-2245-442 61-01	Professional Services	\$4,750.00		
					(\$11,510.00)			\$11,510.00		
					(\$322,000.00)					
Sec. & Housing					(\$500.00)	217-2214-432 61-02	Part-time Wages	\$9,000.00		Over expended line items offset by underspent line items
	217-2214-432 61-01	Full-time Wages	\$40,410.00	\$62,500.00	(\$22,090.00)	217-2214-432 85-61	Hous Assist Pmts-occupied	\$19,735.00		
	217-2214-432 61-03	Overtime	\$1,040.00	\$1,600.00	(\$560.00)	217-2214-432 89-63	Hous Assist Pmts-damages	\$8,000.00		
	217-2214-432 64-01	Health Ins. Premium	\$9,630.00	\$14,500.00	(\$4,870.00)					
	217-2214-432 64-03	Life Insurance	\$130.00	\$220.00	(\$90.00)					
	217-2214-432 64-04	Lid Insurance	\$160.00	\$210.00	(\$50.00)					
	217-2214-432 65-01	FICA	\$5,260.00	\$5,760.00	(\$500.00)					
	217-2214-432 65-01	IPERS	\$6,500.00	\$7,650.00	(\$1,150.00)					
	217-2214-432 72-11	Dues, Books, & Maps	\$700.00	\$800.00	(\$100.00)					
	217-2214-432 81-01	Professional Services	\$4,500.00	\$11,825.00	(\$7,325.00)					
					(\$36,735.00)			\$36,735.00		

Block Grant	223-2224-432 81-03 223-2224-432 89-01 223-2224-432 72-19 223-2224-432 88-06 223-2224-432 88-07 223-2224-432 88-13 223-2224-432 88-15 223-2224-432 88-32 223-2224-432 88-33 223-2234-432 61-03 223-2234-432 61-01	Overtime Employee Benefits Printing Visiting Nurses Pathways Behav. Serv. Family&Child Council Salvation Army Consumer Credit Counseling NE Iowa Food Bank Overtime - Rehab Professional Services-Rehab	\$0.00 \$1,000.00 \$100.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$100.00 \$1,000.00 \$200.00 \$4,500.00 \$6,500.00 \$6,700.00 \$8,500.00 \$2,500.00 \$6,500.00 \$35,000.00 \$35,000.00	(\$100.00) (\$1,000.00) (\$100.00) (\$4,500.00) (\$6,500.00) (\$6,700.00) (\$8,500.00) (\$2,500.00) (\$6,500.00) (\$35,000.00) (\$35,000.00)	223-2224-432 81-01 223-2224-432 85-01 223-2224-432 86-01 223-2224-432 72-11 223-0000-341 01-00	Full-time Wages FICA IPERS Dues, Books, Magazines CDBG Revenue	\$900.00 \$100.00 \$100.00 \$100.00 \$37,200.00
	552-2265-436 81-03 552-2265-436 72-50 552-2265-436 73-36	Overtime Testing & Lab San. Ltr Station	\$15,000.00 \$18,000.00 \$30,000.00	\$25,000.00 \$17,500.00 \$33,000.00	(\$73,500.00) (\$10,000.00) (\$1,500.00) (\$3,000.00)	552-0000-352 01-00 552-0000-352 02-00 552-2265-436 81-01 552-2265-436 81-02 552-0000-104 00-00 552-2265-436 64-01 552-2265-436 72-05 552-2265-436 73-06 552-2265-436 81-01 552-2265-436 81-51 552-2265-436 81-52 552-2265-436 82-04 552-2265-436 85-01 552-2265-436 89-14 552-2265-436 89-14 552-2265-436 89-81	Sever Rental Revenues Industrial User Revenues Full-time Wages Per-time Wages Cash Reserves Health Ins. Premium Gas & Oil Building Repair Post Em. Physicals Drug Tests Radio Utilities Repair & Maintenance Refunds Café Plan	\$17,500.00 \$4,000.00 \$1,500.00 \$4,000.00 \$30,000.00 \$4,500.00 \$1,000.00 \$2,400.00 \$1,100.00 \$1,000.00 \$1,000.00 \$20,000.00 \$4,000.00 \$4,000.00 \$4,000.00 \$120,400.00
	555-2230-432 45-01 555-2230-432 81-70 555-2230-432 89-04	Debt Service Transfer Contract Services Dues & Memberships	\$0.00 \$0.00 \$4,320.00	\$102,710.00 \$5,000.00 \$7,000.00	(\$102,710.00) (\$5,000.00) (\$2,680.00)	555-2230-432 81-40 555-2230-432 86-01 555-2230-432 82-01	Public Information Fund Repair & Maintenance Structure Improv. & Bligs	\$2,680.00 \$5,000.00 \$102,710.00
	541-2230-432 9501	Bond Fees	\$0.00	\$2,000.00	(\$2,000.00)	541-0000-351 0300	Interest Income	\$110,390.00
Storm Water	545-7755-436 6681	Dry Run Creek	\$500,000.00	\$600,000.00	(\$300,000.00)	545-0000-381 0100	Bond Proceeds Revenue	\$2,000.00 \$2,000.00 \$300,000.00 \$300,000.00
	483-2245-432 8903 483-2245-432 8902	TIF Payments Property Tax Rebates	\$0.00 \$0.00	\$1,300,000.00 \$250,000.00	(\$1,300,000.00) (\$250,000.00)	483-0000-382 0103 483-0000-104 0000	Transfer in Ec. Devel Cash	\$1,300,000.00 \$250,000.00
Economic Development					(\$1,550,000.00)			\$1,550,000.00
TOTAL ADJUSTMENTS								\$2,453,135.00
GEN FUND CASH USED BY C.D.								\$0.00

Over expanded line item is offset by underspent item and grant revenues

Over expanded line items offset by underspent line items and additional revenues and cash reserves

Black Hawk Co. Gaming grant received May 2018 (FY18); towards the Regionalization Study

Principal and interest payment on Storm Water Bonds offset by underspent line item.
Over expanded line items offset by underspent line items

Fees on new bonds will be offset by interest income received on proceeds

Timing of project expenses offset by bond proceeds received

TIF payments made out of ED fund will be reimbursed by TIF collection revenue
Over expenditure due to various rebates associated with developmental agreements
This will be offset by future TIF revenues

BUDGET ADJUSTMENT - INTO			BUDGET ADJUST - FROM			GENERAL FUND CASH USED		REASON FOR ADJUSTMENT
DEPARTMENTS DIVISIONS	ACCOUNT NUMBER	ACCOUNT NAME	FY19 BUDGET	PROJECTED FY19 EXPENDITURES	ACCT. BAL. BEFORE ADJUSTMENT	ACCOUNT NUMBER	ACCOUNT NAME	
Fire	101-4511-414 61-01	Full-time Wages	\$1,947,850.00	\$1,984,850.00	(\$37,000.00)	101-1199-441 92-05	Budget Reduction Impl	Over time line item and other over spent items offset by underspent line items and additional revenues
	101-4511-414 61-03	Overtime	\$25,000.00	\$325,000.00	(\$300,000.00)	101-4511-358 72-00	Commercial Insp Revenue	
	101-4511-414 61-78	POC Volunteers	\$216,420.00	\$266,420.00	(\$50,000.00)	101-4511-414 61-02	Part-time Wages	
	101-4511-414 65-01	FICA	\$29,750.00	\$34,850.00	(\$4,800.00)	101-4511-414 66-01	IPERS	
	101-4511-414 72-19	Printing	\$17,500.00	\$2,500.00	(\$750.00)	101-4511-414 71-01	Office Supplies	
	101-4511-414 72-20	Officer Equipment	\$12,000.00	\$7,000.00	(\$45,000.00)	101-4511-414 72-04	SCBA Supplies	
	101-4511-414 81-01	Professional Services	\$3,000.00	\$2,000.00	(\$5,000.00)	101-4511-414 72-08	Camera	
	101-4511-414 83-06	Education	\$19,000.00	\$24,000.00	(\$5,000.00)	101-4511-414 72-09	Equipment Repair	
	101-4511-414 85-01	Repair & Maint	\$3,500.00	\$5,000.00	(\$2,500.00)	101-4511-414 72-10	Fire Prevention	
	101-4511-414 89-14	Refunds	\$0.00	\$1,000.00	(\$1,000.00)	101-4511-414 72-11	Dues Books & Magazines	
	101-4511-414 93-01	Equipment	\$5,000.00	\$65,000.00	(\$60,000.00)	101-4511-414 72-23	Radio & MDC Fees	
						101-4511-414 72-77	Volunteer Supplies	
						101-4511-414 72-78	Fire Investigations	
						101-4511-414 72-99	Postage	
Police	101-5521-415 61-01	Full-time Wages	\$3,473,650.00	\$3,578,650.00	(\$105,000.00)	101-1199-441 92-05	Budget Reduction Impl	Over expended line item due to hiring of additional PSO staffing offset by additional revenues and underspent line items Over expended line items offset by underspent line items
	101-5521-415 61-03	Overtime	\$56,000.00	\$61,300.00	(\$25,300.00)	101-5521-358 71-00	Police Receipt Revenue	
	101-5521-415 61-75	Overtime - Police Grant	\$0.00	\$7,500.00	(\$7,500.00)	101-5521-372 01-00	Fines & Fort. Revenues	
	101-5521-415 64-03	Life Insurance	\$3,410.00	\$5,700.00	(\$2,290.00)	101-5521-415 61-05	CSO Wages	
	101-5521-415 71-07	Code Enforcement Supplies	\$4,500.00	\$7,000.00	(\$2,500.00)	101-5521-415 61-77	Overtime-Holiday	
	101-5521-415 72-29	Misc Supplies	\$3,500.00	\$5,500.00	(\$2,000.00)	101-5521-415 61-77	Reserve Stipend	
	101-5521-415 81-01	Professional Services	\$2,500.00	\$6,500.00	(\$4,000.00)	101-5521-415 64-01	Health Ins Premium	
	101-5521-415 83-04	Dues and Memberships	\$2,300.00	\$4,300.00	(\$2,000.00)	101-5521-415 64-04	Lid Insurance	
	101-5521-415 83-06	Education	\$25,000.00	\$60,000.00	(\$35,000.00)	101-5521-415 65-01	FICA	
	101-5521-415 86-06	Weapons Maintenance	\$1,500.00	\$2,000.00	(\$500.00)	101-5521-415 71-04	Tickets	
	101-5521-425 81-20	Humane Society	\$64,000.00	\$116,000.00	(\$32,000.00)	101-5521-415 72-01	Op. Supplies	
						101-5521-415 72-08	Camera & Photo Equipment	
						101-5521-415 72-11	Dues Books & Magazines	
						101-5521-415 72-20	Officer Equipment	
						101-5521-415 72-21	Comm Serv Project	
						101-5521-415 72-33	Police Aux Program	
						101-5521-415 72-34	CSO Program	
						101-5521-415 72-99	Postage	
						101-5521-415 81-58	Witness Fees	
						101-5521-415 81-70	Contract Services	
						101-5521-425 81-21	Animal after hours	
					(\$508,050.00)			\$508,050.00
					(\$105,000.00)			\$105,000.00
					(\$25,300.00)			\$25,300.00
					(\$7,500.00)			\$7,500.00
					(\$2,290.00)			\$2,290.00
					(\$4,000.00)			\$4,000.00
					(\$2,000.00)			\$2,000.00
					(\$35,000.00)			\$35,000.00
					(\$500.00)			\$500.00
					(\$32,000.00)			\$32,000.00
								\$1,000.00
								\$6,000.00
								\$1,000.00
								\$10,000.00
								\$3,500.00
								\$3,000.00
								\$1,500.00
								\$500.00
								\$1,500.00
								\$1,500.00
								\$2,000.00
					(\$218,090.00)			\$218,090.00

Fire Grants	101-1199-411 3254	Fire Equipment Grant	\$0.00	\$6,800.00	(\$6,800.00)	101-1199-343 0601	Fire Equip. Grant Revenue	\$6,800.00	Over expenditure offset by grant revenues; Pink Ribbon Campaign
					(\$6,800.00)			\$6,800.00	
Police Grants	101-1199-411 3290	Police Officer Grants	\$0.00	\$4,000.00	(\$4,000.00)	101-1199-343 0701	Police Equip Grant Revenue	\$4,000.00	Over expenditure offset by grant revenues
					(\$4,000.00)			\$4,000.00	
Police Forfeiture	291-5521-415 8941	Police Forfeiture	\$0.00	\$33,250.00	(\$33,250.00)	291-0000-104 0000	Police Forfeiture Cash	\$33,250.00	Purchase of police equipment. Expenditure offset by cash reserves
					(\$33,250.00)			\$33,250.00	
Police Retirement	292-5521-415 5301	Retirement	\$912,940.00	\$1,042,940.00	(\$130,000.00)	292-0000-104 0000 292-5521-415 5401	Police Retire Cash Workent Comp	\$100,000.00 \$30,000.00	Over expenditure offset by future trust & agency tax levy and underspent line item
					(\$130,000.00)			\$130,000.00	
								\$900,190.00	
TOTAL ADJUSTMENTS									
GEN FUND CASH USED BY P.S.S.								\$0.00	

CITY OF CEDAR FALLS
BUDGET ADJUSTMENTS
FY19 BUDGET

MUNICIPAL OPERATIONS & PROGRAMS

DEPARTMENTS DIVISIONS	BUDGET ADJUSTMENT - INTO			BUDGET ADJUST - FROM			GENERAL FUND CASH USED	REASON FOR ADJUSTMENT
	ACCOUNT NUMBER	ACCOUNT NAME	FY19 BUDGET	PROJECTED FY19 EXPENDITURES	ACCT. BAL. BEFORE ADJUSTMENT	ACCOUNT NUMBER	ACCOUNT NAME	ADJUSTMENT AMOUNT
MOP Admin	101-7703-423 82-01	Telephone	\$0.00	\$300.00	(\$300.00)	101-7703 423 83-05 101-7703 423 83-06	Travel Education	\$150.00 \$150.00 \$300.00
	101-7713-433 61-02	Part-time Wages	\$75,350.00	\$88,350.00	(\$14,000.00)	101-7713-433 61-01	Full-time Wages	\$4,000.00
	101-7713-433 73-01	Repair & Maint. Supplies	\$0.00	\$100.00	(\$100.00)	101-7713-433 61-03	Overtime	\$1,650.00
	101-7713-433 83-05	Travel	\$0.00	\$200.00	(\$200.00)	101-7713-433 64-01	Health Ins. Premium	\$350.00
Cemetery	101-7713-433 83-06	Education	\$0.00	\$300.00	(\$300.00)	101-7713-433 66-01	IPERS	\$5,000.00
						101-7713-443 72-01	Operating Supplies	\$2,000.00
						101-7713-443 85-01	Utilities	\$1,000.00
						101-7713-443 86-01	Repair & Maint.	\$600.00
Public Buildings	101-7716-446 61-01	Full-time Wages	\$63,780.00	\$74,280.00	(\$14,500.00)			\$14,800.00
	101-7716-446 64-01	Health Ins. Premium	\$13,670.00	\$16,670.00	(\$3,000.00)	101-7716-446 61-02	Part-time Wages	\$13,600.00
	101-7716-446 64-03	Life Insurance	\$200.00	\$300.00	(\$100.00)	101-7716-446 72-54	Building Supplies	\$2,370.00
	101-7716-446 72-01	Oper. Supplies	\$50,000.00	\$65,000.00	(\$15,000.00)	101-7716-446 73-05	Oper. Equipment	\$5,000.00
Golf	101-7716-446 81-08	Pest Control	\$130.00	\$2,500.00	(\$2,370.00)	101-7716-446 73-06	Building Repair	\$10,000.00
								\$30,970.00
	101-7723-423 61-01	Full-time Wages	\$27,240.00	\$31,340.00	(\$4,100.00)	101-7723-356 26-00	Golf Remb. Revenues	\$5,000.00
	101-7723-423 64-01	Health Ins. Premium	\$5,120.00	\$5,125.00	(\$5.00)	101-7723-423 72-01	Operating Supplies	\$7,275.00
Golf Capital	101-7723-423 64-02	Health Ins. Reimb.	\$70.00	\$500.00	(\$430.00)	101-7723-423 82-01	Telephone	\$1,000.00
	101-7723-423 64-03	Life Insurance	\$80.00	\$95.00	(\$15.00)			
	101-7723-423 64-04	FICA	\$2,080.00	\$3,780.00	(\$1,700.00)			
	101-7723-423 64-05	IPERS	\$2,570.00	\$2,585.00	(\$15.00)			
Parks	101-7723-423 85-01	Utilities	\$10,000.00	\$17,000.00	(\$7,000.00)			
								\$13,275.00
	296-7723-423 92-01	Structure Improv & Bldgs.	\$0.00	\$60,000.00	(\$60,000.00)	296-0000-104 00-00	Golf Fund Cash Reserves	\$60,000.00
								\$60,000.00
Recreation	101-7733-423 73-01	Repair & Maint. Supplies	\$0.00	\$200.00	(\$200.00)	101-7733-423 72-01	Operating Supplies	\$200.00
	101-7733-423 86-01	Repair & Maintenance	\$6,000.00	\$9,500.00	(\$3,500.00)	101-7733-423 81-01	Professional Services	\$5,000.00
	101-7733-423 86-48	Big Woods Camp Grd-H/M	\$0.00	\$1,500.00	(\$1,500.00)			
								\$5,200.00
Parks	101-7753-423 61-11	Youth BB/SE Wages	\$9,500.00	\$9,500.00	(\$500.00)	101-7753-423 61-14	Drop-in Center Wages	\$6,000.00
	101-7753-423 61-12	Playground Wages	\$49,400.00	\$62,400.00	(\$13,000.00)	101-7753-423 61-41	OD Pool Maint Wages	\$3,000.00
	101-7753-423 61-25	Adult Exercise Wages	\$62,000.00	\$64,500.00	(\$2,500.00)	101-7753-423 66-01	IPERS	\$8,000.00
	101-7753-423 61-30	Indoor Pool HG Wages	\$20,000.00	\$23,000.00	(\$3,000.00)	101-7753-423 72-41	Pool Concessions	\$6,000.00
Recreation	101-7753-423 61-37	OD Pool Guard Wages	\$138,000.00	\$142,000.00	(\$4,000.00)	101-7753-423 76-13	Beach House Supplies	\$1,000.00
	101-7753-423 61-40	OD Pool Cashier Wages	\$12,400.00	\$12,900.00	(\$500.00)	101-7753-423 82-31	Professional Services	\$1,000.00
	101-7753-423 72-26	OD Concession Wages	\$32,600.00	\$33,400.00	(\$800.00)	101-7753-423 85-01	Swim Pool Repair & Maint.	\$8,000.00
	101-7753-423 72-31	Playground Supplies	\$14,000.00	\$16,000.00	(\$2,000.00)	101-7753-423 85-01	Utilities	\$4,000.00
Parks	101-7753-423 72-42	Youth Sports Supplies	\$24,000.00	\$27,000.00	(\$3,000.00)			
	101-7753-423 73-17	Swim Lesson Supplies	\$3,000.00	\$4,000.00	(\$1,000.00)			
	101-7753-423 73-17	Pool Chemicals	\$25,500.00	\$30,500.00	(\$5,000.00)			
	101-7753-423 89 06	Indoor Pool Operations	\$42,000.00	\$50,000.00	(\$8,000.00)			

Cultural	101-7780-423 61-03 101-7780-423 61-54 101-7780-423 66-01 101-7780-423 66-01 101-7780-423 72-11 101-7780-423 72-25 101-7780-423 81-01 101-7780-423 81-06 101-7780-423 81-50 101-7780-423 82-01 101-7780-423 86-14	Overtime Instructors Wages FICA IPERS Dues, Books and Magazines Mileage Professional Services Printing & Publication Exhibition Fees Telephone Refunds	\$0.00 \$24,000.00 \$18,540.00 \$22,880.00 \$500.00 \$100.00 \$14,500.00 \$4,500.00 \$3,500.00 \$2,500.00 \$600.00	(\$200.00) (\$8,000.00) (\$21,040.00) (\$23,630.00) (\$800.00) (\$300.00) (\$30.00) (\$3,000.00) (\$3,000.00) (\$400.00) (\$500.00) (\$3,900.00)	\$200.00 \$32,000.00 \$21,040.00 \$23,630.00 \$800.00 \$300.00 \$130.00 \$17,500.00 \$3,500.00 \$3,900.00 \$2,500.00 \$4,500.00	101-7780-355 14-00 101-7780-423 61-01 101-7780-423 61-56 101-7780-423 72-70 101-7780-423 72-99 101-7780-423 81-61 101-7780-423 83-04 101-7780-423 83-06 101-7780-423 85-01 101-7780-423 92-01	Facility Rental Revenues Full-time Wages Comm. Prog. Wages Classroom Supplies Postage Promotions Dues & Memberships Education Utilities Structural Improve. and Buildings	\$415,000.00 \$3,900.00 \$8,000.00 \$750.00 \$400.00 \$1,600.00 \$1,400.00 \$300.00 \$30.00 \$3,200.00 \$3,000.00	Over expended line items offset by underspent line items and additional revenue
	298-7780-423 88-39 298-7780-423 88-21	Items Purchased - Donations Public Art Committee	\$0.00 \$0.00	(\$22,580.00) (\$3,000.00) (\$1,000.00)	\$3,000.00 \$1,000.00	298-0000-373 04-00	Donations - Heart's Revenue	\$22,580.00 \$4,000.00	Overexpenditure covered by donation revenue
	261-7791-423 61-08 261-7791-423 72-12 261-7791-423 72-99 261-7791-423 75-53 261-7791-423 75-55 261-7791-423 83-05 261-7791-423 83-07 261-7791-423 85-04 261-7791-423 85-54	Stipends for Interns Facility Rental Supplies Postage Internet Design Media Travel Registrations Sales Tax Special Projects	\$0.00 \$0.00 \$7,500.00 \$5,000.00 \$62,570.00 \$4,000.00 \$3,000.00 \$0.00 \$0.00	(\$1,000.00) (\$500.00) (\$6,900.00) (\$4,000.00) (\$22,824.00) (\$2,200.00) (\$1,250.00) (\$400.00) (\$2,600.00)	\$1,000.00 \$500.00 \$14,400.00 \$9,000.00 \$85,384.00 \$8,200.00 \$4,250.00 \$400.00 \$2,600.00	261-7791-423 73-56 261-0000-362 10-00 261-7791-423 72-01 261-7791-423 73-52 261-7791-423 73-56 261-7791-423 92-01 261-7791-423 92-01 261-0000-371 10-02 261-7791-423 85-50 261-7791-423 85-04 261-7791-423 73-57 261-0000-371 10-00	Research Rental Fee Income Operating Supplies Brochures & Publications Research Structure Media Income Marketing Grants Community Awareness Dues & Memberships Gift Shop Special Events	\$1,000.00 \$600.00 \$300.00 \$3,000.00 \$1,500.00 \$2,100.00 \$4,000.00 \$2,824.00 \$20,000.00 \$2,200.00 \$1,250.00 \$400.00 \$2,600.00	Over expended line items are offset by underspent line items and additional revenues
Street Construction - O&M	206-7737-436 61-03 206-7737-436 72-19 206-7737-436 72-57 206-7737-436 72-58 206-7737-436 72-99 206-7737-436 81-18	Overtime Printing Ice Control Dust Control Postage INRGOC	\$20,450.00 \$190.00 \$230,000.00 \$240.00 \$0.00 \$6,280.00	(\$48,550.00) (\$100.00) (\$110,000.00) (\$500.00) (\$200.00) (\$10.00)	\$69,000.00 \$290.00 \$340,000.00 \$740.00 \$200.00 \$6,280.00	206-0000-371 01-00 206-7737-436 61-01 206-7737-436 61-02 206-7737-436 64-01 206-7737-436 72-54 206-7737-436 73-30 206-7737-436 81-51 206-7737-436 81-52 206-7737-436 81-70 206-7737-436 85-01 206-7737-436 89-81	Misc. Revenue Full-time Wages Part-time Wages Health Ins. Prem Building Supplies Bridges Post Empl. Physicals Drug Tests Contract Services Utilities Calm Plan	\$79,000.00 \$30,000.00 \$7,000.00 \$15,000.00 \$600.00 \$12,000.00 \$3,000.00 \$3,000.00 \$3,780.00 \$2,000.00 \$4,000.00	Over expended line items offset by underspent line items and additional revenues
	206-7747-436 85-01 206-7747-436 86-72	Utilities Contract Street Painting	\$0.00 \$37,000.00	(\$29,000.00) (\$13,000.00)	\$29,000.00 \$50,000.00	206-0000-371 01-00 206-7747-436 61-01 206-7747-436 64-01 206-7747-436 66-01 206-7747-436 72-01 206-7747-436 72-62 206-7747-436 73-39 206-7747-436 86-71 206-7747-436 92-01	Misc. Revenue Full-time Wages Health Ins. Premium IPERS Operating Supplies Paint Handicap Parking Decals Paint Traffic Poles Structure Improv Bldg.	\$21,000.00 \$1,000.00 \$5,000.00 \$1,000.00 \$2,000.00 \$4,000.00 \$2,000.00 \$2,000.00 \$4,000.00	Over expended line items offset by underspent line items and additional revenues
				(\$42,000.00)				\$159,350.00	

Refuse	551-7785-436 61-03	Overtime	\$ 11,330.00	\$	13,830.00	(\$2,500.00)	551-7785-436 61-01	Full-time Wages	\$2,500.00	Over expended line items offset by underspent line items
	551-7785-436 71-01	Dues, Books, Magazines	\$ 250.00	\$	450.00	(\$300.00)	551-7785-436 71-05	Advertising	\$1,000.00	
	551-7785-436 72-19	Printing	\$ 1,670.00	\$	2,000.00	(\$330.00)	551-7785-436 72-54	Building Supplies	\$2,330.00	
	551-7785-436 73-05	Operating Equipment	\$ 9,000.00	\$	11,000.00	(\$2,000.00)	551-7785-436 72-66	Flood Control	\$1,500.00	
	551-7785-436 87-02	Material Disp/Handling	\$ 592,000.00	\$	612,000.00	(\$20,000.00)	551-7785-436 72-64	Automated Carts	\$5,000.00	
Sewer Rental - Sewer							551-7785-436 81-51	Post Empl. Physicals	\$600.00	Over expended line items offset by underspent line items
	552-7755-436 64-01	Health Ins. Premium	\$40,980.00		\$47,800.00	(\$6,900.00)	551-7785-436 81-52	Drug Tests	\$2,000.00	
	552-7755-436 64-03	Life Insurance	\$480.00		\$680.00	(\$200.00)	551-7785-436 85-01	Utilities	\$2,100.00	
	552-7755-436 73-27	Iowa One Call	\$4,000.00		\$5,000.00	(\$1,000.00)	551-7785-436 86-35	Scales	\$3,000.00	
							551-7785-436 87-03	Equipment Rental	\$1,000.00	
Vehicle Maintenance							551-7785-436 88-81	Café Plan	\$4,000.00	Over expended line item offset by underspent line items
									\$25,030.00	
	685-7798-446 61-03	Overtime	\$5,150.00		\$6,650.00	(\$1,500.00)	552-7755-436 61-01	Full-time Wages	\$7,100.00	
	685-7798-446 72-16	Tools	\$5,650.00		\$6,350.00	(\$500.00)	552-7755-436 73-06	Building Repair	\$1,000.00	
	685-7798-446 72-17	Uniforms	\$1,050.00		\$1,460.00	(\$400.00)			\$8,100.00	
TOTAL ADJUSTMENTS	685-7798-446 72-19	Printing	\$280.00		\$430.00	(\$150.00)			\$15,000.00	\$0.00
	685-7798-446 73-04	Vehicle Supplies	\$400,000.00		\$420,000.00	(\$20,000.00)	685-7798-446 65-01	FICA	\$300.00	
	685-7798-446 82-12	Towels	\$1,600.00		\$1,800.00	(\$200.00)	685-7798-446 66-01	IPERS	\$300.00	
	685-7798-446 86-11	Vehicle Maint Software	\$4,120.00		\$7,620.00	(\$3,500.00)	685-7798-446 71-01	Office Supplies	\$200.00	
							685-7798-446 72-01	Operating Supplies	\$200.00	
GEN FUND CASH USED BY M.O.P.							685-7798-446 83-05	Travel	\$1,000.00	
							685-7798-446 83-06	Education	\$1,000.00	
							685-7798-446 86-01	Repair & Maint.	\$200.00	
							685-7798-446 87-01	Rentals	\$1,000.00	
							685-7798-446 87-07	Shop Equipment	\$1,900.00	
									\$26,250.00	
									\$488,338.00	



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM *Engineering Division*

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: April 29th, 2019

SUBJECT: Walnut Box Culvert Replacement Project
City Project No. BR-106-3152
Public Hearing

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the Walnut Box Culvert Replacement Project.

I would recommend setting Monday, May 6th, 2019 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, May 14th, 2019 at 2:00 p.m. as the date and time for receiving and opening bids. I would also request that the Notice to Bidders be published by April 19th, 2019. It is anticipated that the Plans and Specifications will be ready for distribution to contractors on April 19th, 2019 allowing more than two (2) weeks of review before contract letting.

This project involves the removal of existing bridge structure, placement of new double cell 14' x 6' precast RCB culvert, creek channel excavation, erosion control measures, and reconstruction of portions of one (1) City Street.

The total estimated cost of the Walnut Box Culvert Replacement Project is \$807,010.10. The funding for this project will be provided by the Storm Water Fund and Local Sales Tax.

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

xc: Stephanie Houk Sheetz, Director of Community Development
Chase Schrage, Principal Engineer

Walnut Street Box Culvert Replacement University Branch of Dry Run Creek 14ft. X 6ft. Double Cell Precast Concrete Box Culvert & Associated Work CITY PROJECT NO. BR-106-3152 FINAL ESTIMATE OF COSTS AND QUANTITIES May, 2019						
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1	2010-108-C-0	Clearing & Grubbing	L.S.	1.0	\$10,000.00	\$10,000.00
2	2010-108-D-3	Topsoil, Furnish & Spread	C.Y.	419.0	\$20.00	\$8,380.00
3	2010-108-E-0	Excavation, Class 10, Roadway	C.Y.	825.0	\$14.00	\$11,550.00
4	2010-108-E-0	Excavation, Class 10, Unstable, Roadway	C.Y.	82.5	\$13.00	\$1,072.50
5	2010-108-E-0	Excavation, Class 12, Boulder	C.Y.	8.2	\$30.00	\$246.00
6	2010-108-E-0	Excavation, Class 13, Channel	C.Y.	125.9	\$15.00	\$1,888.50
7	2010-108-G-0	Compaction, Subgrade, Roadway	STA.	4.5	\$300.00	\$1,350.00
8	2010-108-H-0	Geogrid	S.Y.	1484.1	\$5.00	\$7,420.50
9	2010-108-I-0	Modified Subbase, 12 IN., Roadway	S.Y.	2473.5	\$14.00	\$34,629.00
10	2010-108-J-2A	Removal of Existing Bridge Structure	L.S.	1.0	\$15,000.00	\$15,000.00
11	2010-999-1	Excavation, Class 23, Structure	C.Y.	369.7	\$13.00	\$4,806.10
12	2010-999-2	Granular Subbase Backfill, Culvert	C.Y.	75.4	\$18.00	\$1,357.20
13	2010-999-3	Granular Bedding, Culvert	C.Y.	91.3	\$45.00	\$4,108.50
14	2010-999-4	Flowable Mortar, Culvert	C.Y.	61.0	\$140.00	\$8,540.00
15	3010-108-D-0	Granular Backfill (Replacement of Unsuitable Backfill)	TON	50.0	\$25.00	\$1,250.00
16	4010-108-A-1	Sewer, Sanitary, 8" Truss Pipe	L.F.	72.0	\$60.00	\$4,320.00
17	4010-108-E-0	Sewer, Sanitary Service Stub, 4" SDR 23.5	L.F.	25.0	\$50.00	\$1,250.00
18	4010-108-H-0	Removal of Sanitary Sewer, VCP, 8"	L.F.	138.0	\$10.00	\$1,380.00
19	4020-108-A-1	Sewer, Storm, 18 IN. Dia., 2000D, RCP	L.F.	114.0	\$65.00	\$7,410.00
20	4020-108-A-1	Sewer, Storm, 18 IN. Dia., Standard Perf., HDPE	L.F.	170.0	\$75.00	\$12,750.00
21	4020-108-A-1	Sewer, Strom, 24 IN. Dia., 2000D, RCP	L.F.	64.0	\$60.00	\$3,840.00
22	4020-108-A-1	Sewer, Storm, 24 IN. Dia., Standard Perf., HDPE	L.F.	267.0	\$70.00	\$18,690.00
23	4020-108-C-0	Removal of Storm Sewer, RCP, 12"	L.F.	448.0	\$15.00	\$6,720.00
24	4030-999-1	Double Cell 14 Ft. X 6 Ft. Culvert, Precast, PCC	L.F.	54.0	\$2,800.00	\$151,200.00
25	4030-999-2	Double Cell 14 Ft. X 6 Ft. Culvert Apron, 2:1 Sloped End Section, Precast, PCC, Including	L.S.	1.0	\$17,000.00	\$17,000.00
26	4030-999-3	Double Cell, Flared End Section, 30° South & -30° North, 2 - 2.3:1 Slope Walls, PCC, Including	L.S.	1.0	\$25,000.00	\$25,000.00
27	4030-999-4	1 Ft. X 4 Ft. X 36 Ft. Curtain Wall, Precast, PCC	EA.	2.0	\$3,000.00	\$6,000.00
28	4040-108-A-0	Subdrain, Standard Perf., 6 IN.	L.F.	778.0	\$11.00	\$8,558.00
29	4040-108-D-0	Subdrain, Outlet, 6 In. X 2 Ft., CMP	EA.	12.0	\$200.00	\$2,400.00
30	4040-108-D-0	Subdrain, Outlet, 6 In x 6 Ft., CMP	EA.	2.0	\$250.00	\$500.00
31	4040-108-E-0	Storm Sewer Service Stub, Non Perforated HDPE, 4"	EA.	4.0	\$300.00	\$1,200.00
32	5010-108-A-1	Watermain, Trenched, SJ DIP, 6" (Polyethylene Wrapped)	L.F.	585.0	\$60.00	\$35,100.00
33	5010-108-A-1	Watermain, Trenched, SJ DIP, 10" (Polyethylene Wrapped)	L.F.	130.0	\$75.00	\$9,750.00
34	5010-108-C-1	Bend, 6" MJ 45°	EA.	4.0	\$210.00	\$840.00
35	5010-108-C-1	Bend, 6" MJ 90°	EA.	8.0	\$220.00	\$1,760.00
36	5010-108-C-1	Cross, 6" X 6" MJ	EA.	1.0	\$350.00	\$350.00
37	5010-108-C-1	Cross, 10" X 10" MJ	EA.	1.0	\$400.00	\$400.00
38	5010-108-C-1	Tee, 6" X 6" MJ X MJ	EA.	1.0	\$350.00	\$350.00
39	5010-108-C-1	Tee, 10" X 6" MJ X MJ	EA.	1.0	\$400.00	\$400.00
40	5010-108-C-1	Reducer, 10" X 6" MJ X PE	EA.	2.0	\$250.00	\$500.00
41	5010-108-C-1	Sleeve, 10" X 12" Solid	EA.	2.0	\$400.00	\$800.00
42	5010-108-C-1	6" Nitrile Gaskets	EA.	14.0	\$120.00	\$1,680.00
43	5010-108-C-1	10" Nitrile Gaskets	EA.	4.0	\$160.00	\$640.00
44	5010-108-C-1	Cap, 6" MJ	EA.	4.0	\$135.00	\$540.00
45	5010-108-C-1	Cap, 10" MJ	EA.	2.0	\$180.00	\$360.00
46	5010-108-C-1	Joint Restraint Gasket, 6"	EA.	14.0	\$140.00	\$1,960.00
47	5010-108-C-1	Joint Restraint Gasket, 10"	EA.	2.0	\$220.00	\$440.00
48	5010-108-C-1	Mechanical Joint Restraint, 6"	EA.	32.0	\$130.00	\$4,160.00
49	5010-108-C-1	Mechanical Joint Restraint, 10"	EA.	6.0	\$160.00	\$960.00
50	5010-108-D-0	Service Shortside, ¾"	EA.	2.0	\$1,000.00	\$2,000.00
51	5010-108-D-0	Service Longside, ¾"	EA.	2.0	\$1,500.00	\$3,000.00
52	5020-108-A-0	Valve, 6" MJ Gate W/ Box	EA.	4.0	\$1,600.00	\$6,400.00
53	5020-108-A-0	Valve, 10" MJ Gate W/ Box	EA.	1.0	\$2,200.00	\$2,200.00
54	5020-108-C-0	Hydrant Assembly	EA.	2.0	\$4,800.00	\$9,600.00
55	5020-108-I-0	Remove Hydrant Assembly	EA.	1.0	\$1,000.00	\$1,000.00
56	6010-108-A-0	Manhole, Sanitary Sewer, SW-301	EA.	2.0	\$4,000.00	\$8,000.00
57	6010-108-A-0	Manhole, Storm Sewer, SW-401	EA.	2.0	\$3,000.00	\$6,000.00
58	6010-108-E-0	Manhole Adjustment, Minor	EA.	2.0	\$500.00	\$1,000.00
59	6010-108-H-0	Remove Manhole	EA.	3.0	\$1,000.00	\$3,000.00
60	6010-108-H-0	Remove Intake	EA.	7.0	\$1,000.00	\$7,000.00
61	6010-999-1	Intake, Type D	EA.	12.0	\$5,000.00	\$60,000.00
62	7010-108-A-0	Pavement, Stand. Or Slip-Form, PCC, 8 IN., Class 'C'	S.Y.	2246.0	\$47.00	\$105,562.00
63	7030-108-A-0	Removal of Driveway	S.Y.	80.6	\$8.00	\$644.80
64	7030-108-A-0	Removal of Sidewalk	S.Y.	122.4	\$8.00	\$979.20
65	7030-108-E-0	Sidewalk, 4", Type 'C', Class III, PCC	S.Y.	65.0	\$50.00	\$3,250.00
66	7030-108-E-0	Sidewalk, 6", Type 'C', Class III, PCC	S.Y.	78.4	\$60.00	\$4,704.00
67	7030-108-G-0	Pedestrian Ramps, Detectable Warnings	S.F.	100.0	\$35.00	\$3,500.00
68	7030-108-H-1	Driveway, 6", Type 'C', Class III, PCC	S.Y.	80.6	\$50.00	\$4,030.00
69	7030-108-H-2	Surfacing, 1" Roadstone	TON	50.0	\$14.00	\$700.00
70	7040-108-A-0	Patch, HMA (ST) Surface, ½", No Fric.	TON	5.0	\$250.00	\$1,250.00
71	7040-108-H-0	Removal of Pavement	S.Y.	2246.0	\$15.00	\$33,690.00
72	8030-108-A-0	Traffic Control	L.S.	1.0	\$10,000.00	\$10,000.00
73	8940-999-1	Type A Signs, Aluminum	S.F.	29.5	\$25.00	\$737.50
74	8940-999-2	Sign Post, Square Tubing 14 Gauge 2" Galvanized	L.F.	74.5	\$40.00	\$2,980.00
75	9010-108-B-0	Hydraulic Seeding	S.F.	15412.0	\$0.50	\$7,706.00
76	9020-108-A-0	Sod, Provide & Place	S.F.	7200.0	\$0.65	\$4,680.00
77	9040-108-D-1	Filter Sock, 9"	L.F.	240.0	\$15.00	\$3,600.00
78	9040-108-E-0	Rollod Erosion Control Product, Extended Term (RECP)	S.Y.	452.2	\$24.00	\$10,852.80
79	9040-108-J-0	Revetment, Class E	TON	210.0	\$45.00	\$9,450.00
80	9040-108-T-1	Sediment Filter, Intake Well	EA.	12.0	\$250.00	\$3,000.00
81	9040-108-T-2	Cleaning, Sediment Filter Basin	EA.	12.0	\$200.00	\$2,400.00
82	9080-108-B-0	Handrail, 2 IN. Dia. Steel Pipe, Hot Dip Galvanized	L.F.	103.5	\$225.00	\$23,287.50
83	11,020-108-A-0	Mobilization	L.S.	1.0	\$20,000.00	\$20,000.00
TOTAL STREET RECONSTRUCTION						\$703,870.10
TOTAL SANITARY WORK						\$17,950.00
TOTAL WATER MAIN REPLACEMENT						\$85,190.00
TOTAL PROJECT ESTIMATE						25010.10



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, Principal Engineer

DATE: April 10, 2019

SUBJECT: Ridgeway Avenue Reconstruction Project
Project No. RC-293-3172
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the Ridgeway Avenue Reconstruction Project.

I would recommend setting Monday, May 6, 2019 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, May 14, 2019 at 2:00 p.m. as the date and time for receiving and opening bids. I would also request that the Notice to Bidders be published by April 19, 2019. The Plans and Specifications will be ready for distribution to contractors on April 19, 2019 allowing more than three (3) weeks of review before contract letting.

This project involves the reconstruction of Ridgeway Avenue from Nordic Drive west approximately 750 feet. Work will include removal and replacement of the existing pavement, installation of a roundabout, storm sewer, subdrain, replacement of driveway approaches, and installation of a pedestrian trail.

The total estimated cost for the construction of this project is \$1,942,700. This project will be funded by the South Cedar Falls TIF and private funds.

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

xc: Stephanie Houk Sheetz, Director of Community Development



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

INTEROFFICE MEMORANDUM *Administration Division*

TO: Mayor James P. Brown and City Council

FROM: Stephanie Houk Sheetz, AICP, Director of Community Development

DATE: April 26, 2019

SUBJECT: 100 Block Alley Reconstruction
Project No. RC-039-3154
Request for PS&E Approval

The Plans, Specifications, and Estimate of Costs and Quantities for the 100 Block Alley Reconstruction were submitted to the City Council at the April 15, 2019 meeting and a public hearing was set for May 6, 2019.

This project involves the construction of one downtown alley, in the 100 block of Main Street, on the east side. Originally, it had been anticipated to reconstruct the alley at the same time as the parking lot, but due to project complications we were not able to do so. The City entered into contract with AECOM in November 2018, to complete the design and prepare this project for bidding and reconstruction in 2019, starting in early July and estimated for completion by late October 2019.

Work will include removal and replacement of the existing pavement, significant underground utility work, relocation of a transformer (to support widening the alleyway), subdrain, installing connection points for each property for sump pump and downspout tie ins to the new subdrain, storm sewer, three sets of stairs (for access to/from rear entrances and the parking lot), decorative bollards, removable bollards (to allow closing the alley for special events, as requested), a 4' landscaped area, and a bid alternate for colored concrete that could be selected to complement Parkade and side street streetscape designs. In addition, the City has worked with 6 property owners to coordinate improvements to their rear entrances in conjunction with the project. Each property owner would pay for the cost of above grade stair replacements/improvements. Each owner has signed an agreement. These have been submitted separately for approval at the May 6, 2019 City Council meeting.

The total estimated cost for the construction of this project is \$153,466.03. Of that approximately \$25,372.00 would be reimbursed by property owners, for stair improvements. CIP #78 estimated construction to be \$150,000, utilizing TIF and a grant from Black Hawk County Gaming Association. The City has secured the grant, generally to cover 30% of the project.

This project meets the Organizational Goal #4 of the City Council goals for fiscal year 2019, utilizing TIF to make landscaping, alley, and other streetscape improvements in the Downtown and College Hill.

The City has published Notice to Bidders and bids will be received and opened on Tuesday, May 14, 2019 at 2:00 p.m.

Community Development Department recommends approval of the Plans, Specifications, and Estimate of Costs and Quantities.

CC: Chase Schrage, Principal Engineer
Jamie Castle, AIA, Building Official



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

TO: Mayor Brown & City Council
FROM: Stephanie Houk Sheetz, Director of Community Development
DATE: April 26, 2019
SUBJECT: Public Hearing: Community Development Block Grant and HOME Consortium 5-Year Consolidated Plan & Analysis of Impediments to Fair Housing FFY19-23
Annual Action Plan FY20 (FFY19)

The Community Development Department, with the assistance of INRCOG, has prepared a draft FY19-23 Community Development Block Grant and HOME Consortium 5-Year Consolidated Plan and Analysis of Impediments to Fair Housing. In addition, Annual Action Plans (AAP) are required for each year within the 5-year plan. The FY20 AAP was prepared in conjunction with the 5-Year Plan. For the City's FY20 (Federal Fiscal Year 2019), Cedar Falls CDBG allocation is \$253,085.

A public hearing to discuss and receive any final input on the plan has been scheduled for Monday, May 6, 2019 as the final step to these two documents. They are available for public review at the City Clerk's office and included with this memo.

The draft plans have been on file with the City Clerk since February 12, 2019. The Housing Commission held public meetings on February 12, 2019 and March 12, 2019 inviting discussion regarding the draft plans. The Commission is recommending approval of the plans. No public comments have been received on either plan, to date.

The Community Development Department recommends holding the public hearing and adopting the FY19-23 Community Development Block Grant and HOME Consortium 5-Year Consolidated Plan and Analysis of Impediments to Fair Housing as well as the FY20 AAP at their May 6th meeting.

If you have any questions, please contact me.

xc: Karen Howard, Planning & Community Services Manager



**CITY OF CEDAR FALLS, IOWA
CDBG ENTITLEMENT PROGRAM
FEDERAL FISCAL YEAR 2019-2023 CONSOLIDATED PLAN**

**PRELIMINARY DRAFT FOR REVIEW
APRIL 25TH, 2019**

**COMMENT PERIOD PUBLICATION (30-day public comment period, per Citizen Participation Plan):
Waterloo-Cedar Falls Courier; February 6th, 2019**

**HOUSING COMMISSION (PUBLIC) MEETINGS ON:
February 12th, 2019 (Opened the 30-day public comment period)
March 12th, 2019 (Closed the 30-day public comment period; Recommendation made to City Council)
Publication: Waterloo-Cedar Falls Courier; February 6th, 2019**

**CITY COUNCIL (PUBLIC) MEETINGS ON:
April 25th, 2019 (Council sets public hearing for May 6th, 2019)
May 6th, 2019 (Anticipated) (After a properly-noticed public hearing was conducted)
Publication: Waterloo-Cedar Falls Courier; **(date)****

Administration

AD-25: Consortia Specific: 91.400

If a Consortia, list participating communities & note status	Lead	HOME funds only	CDBG Entitlement	ESG Entitlement
City of Waterloo, Iowa	Yes	No	Yes	No
City of Cedar Falls, Iowa	No	No	Yes	No

Table 1 – Consortium Communities

AD-25: Administration 91.220(a)

Standard Form (SF) SF-424 Application for Federal Assistance

Standard Form (SF) SF-424D Assurances for Construction Programs

Community Development Block Grant (CDBG): Entitlement Program Only

Required Certifications:

1. General Certifications (Attached)
 - a. Affirmatively Furthering Fair Housing
 - b. Anti-Displacement and Relocation Plan
 - c. Anti-Lobbying
 - d. Acquisition and Relocation
 - e. Section 3
2. Community Development Block Grant Program (CDBG) Certifications (Attached)
 - a. Citizen Participation
 - b. Community Development Plan
 - c. Following a Current Consolidated Plan (FFY 2014-2018)
 - d. Use of Funds
 - e. Excessive Force
 - f. Compliance with Anti-Discrimination Laws
 - g. Compliance with Lead-Based Paint Procedures
 - h. Compliance with Laws

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executive Summary

ES-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The purpose of the Consolidated Plan is to guide federal funding decisions, relative to the City of Cedar Falls Community Development Block Grant (CDBG) Entitlement program and the Waterloo-Cedar Falls HOME Consortium program (managed by the City of Waterloo) for the next five years. The Plan is guided by four overarching objectives and specific actions defined below:

Housing

- (1) To provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing, reducing discriminatory barriers; increasing the supply of supportive housing for those with special needs; and transitioning homeless persons and families into housing.

Action 1.1. Provide homeownership assistance through development of down-payment assistance, first-time homebuyer programs, and possible conversion of Housing Choice Vouchers programs.

Action 1.2. Maintain existing affordable housing through continuation of housing rehabilitation, repair, deposit assistance, and code enforcement programs, all of which will endeavor to preserve housing quality standards.

Action 1.3. Increase the number of affordable housing units in the community.

Action 1.4. Address the housing needs of homeless, near-homeless and special needs populations by continuing to fund agencies that provide eligible services to these populations.

Action 1.5. Work to ensure fair housing is provided to all residents of the community by removing barriers and impediments.

Action 1.6. Continue to provide community planning and program administration services for the benefit of all residents of the community.

Neighborhood and Community

- (2) To provide a suitable living environment through safer, more livable neighborhoods, greater integration of low-and-moderate income households throughout the city, increased housing opportunities, and reinvestment in deteriorating neighborhoods.

Action 2.1. Encourage neighborhood development and redevelopment in the city by improving and extending infrastructure and pedestrian access to and among low-and-moderate income areas of the community

Action 2.2. Provide recreational and healthy lifestyle improvements to parks, recreational areas, and playgrounds in low-and-moderate income areas that may be owned by the city or other public agencies.

Action 2.3. Continue the city's demolition and clearance program, which will be used to remove deteriorated and/dilapidated structures that can make way for neighborhood improvements or additional affordable housing to be constructed.

Action 2.4. As is allowed, provide transportation and access to it for low-and-moderate income areas and households.

Action 1.6. Continue to provide community planning and program administration services for the benefit of all residents of the community.

Public Services

- (3) To provide services, such as rent assistance and through contracted agencies: healthcare, mental health, substance abuse, financial counseling, nutrition, and other services that allow residents to reach their greatest level of self-sufficiency.

Action 3.1. Provide funding support to agencies, other than those cited above, that may offer services that will prevent homelessness or protect households that are near-homeless.

Action 3.2. Maintain the current Section 8/Housing Choice Voucher Program that is being administered by the City.

Action 1.6. Continue to provide community planning and program administration services for the benefit of all residents of the community.

Economic Development

- (4) To expand economic opportunities through increased opportunities for living wage employment, development activities that promote long-term community viability, and the empowerment of low- and moderate- income persons to achieve self-sufficiency.

Action 4.1. Research the development of public-private partnerships between the city and businesses and industries in the community that could assist existing and prospective employees obtain suitable housing.

Action 4.2. Support job training opportunities for low-and-moderate income households in the community in partnership with the University of Northern Iowa, Hawkeye Community College, and the Cedar Falls schools.

Action 2.4. As is allowed, provide transportation services and access to it for low-and-moderate income areas and households. Providing these services will afford the opportunity for low-and-moderate income household to obtain and maintain employment.

Action 1.6. Continue to provide community planning and program administration services for the benefit of all residents of the community.

Action 2.1. Encourage neighborhood development and redevelopment in the city by improving and extending infrastructure and pedestrian access to low-and-moderate income areas of the community.

Cedar Falls is committed to allocating funds that serve the needs of the lowest income and most disadvantaged households. Households with incomes less than 50 percent of the area median income, particularly those with extremely low incomes are particular priorities. The city has also identified special needs individuals as among those who face the greatest challenges and who should receive high priority in the allocation of federal funds, including at-risk children and youth, low-income families, the homeless and persons threatened with homelessness, the elderly, and persons with disabilities.

The City, by focusing on these needs, seeks to address the following community concerns: the need for additional affordable housing units, as well as maintaining the existing affordable units, in order to address the growing gap between housing costs and local incomes. Funding programs that offer community services, particularly in low income areas, while providing a network of shelter, housing, and support services that prevent homelessness. This may include moving homeless persons to permanent housing and independence and eliminating chronic homelessness. Also, programs that promote economic development, create jobs, and increase the job skills of employees are supported by the community. Finally, the City hopes to increase the ability of seniors, persons with disabilities, and others with special needs to live independently.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of Cedar Falls will provide assistance and services to low-and-moderate income households in accordance to the Consolidated and Annual Action Plans through the following designated projects and services:

- managing housing rehabilitation and repair programs,
- establishing homeownership programs,
- supporting accessibility improvements and public services,
- continuing demolition and clearance programs,
- fostering healthy lifestyle planning and recreational amenity construction,
- affecting the affordability of housing,
- enhancing transportation services,
- encouraging development of daycare services,
- working with both businesses, industries, and educational institutions to address providing homeownership and job skill training for low-and-moderate income households,
- implementing infrastructure projects, and
- increasing housing planning efforts.

These programs are designated to improve and preserve the housing stock, increase affordable housing, prevent homelessness and improve neighborhood areas in the community. By focusing on these overall priorities outlined in the Cedar Falls Consolidated Plan, we are striving to provide decent housing by preserving the affordable housing stock, preventing or minimizing homelessness or near-homelessness, providing a suitable living environment and expanding economic opportunities for residents.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects. As stated in the City of Cedar Falls' Future Forward Plan, the community has identified unique and highly attractive housing options as a priority for the community. In addition, with this Plan, affordable housing, community development, economic development, homelessness and social services are viewed as priority needs for the City. High priorities for FFY 2019-2023 also include infrastructure improvements, public facility improvements, demolition and clearance of dilapidated structures, public services and the development and maintenance of affordable housing. The City has addressed some of those goals during prior years through its rehabilitation projects and public service agency awards.

4. Summary of Citizen Participation Process and consultation process

Summary from the citizen participation section of plan, which includes four focus group meetings with over 30 participants, affected entities and agencies and a communitywide survey. Focus group meetings were held to

identify current issues and trends impacting the agencies and organizations. Topics discussed included a general overview of the services being provided, current and future needs; homelessness; services to extremely low- and moderate-income families and individuals; and the most prevalent need, providing affordable housing. The information gathered was used in developing the Consolidated Plan, specifically the goals, objective, and actions identified in the plan.

The survey, which was primarily web-based, was available to the public from December 3rd, 2018 through December 23rd, 2018. Paper copies of the survey were also available at City Hall, the Cedar Falls Library, Northeast Iowa Food Bank, and Operation Threshold for persons that did not have access to the internet. The format of said survey was developed using examples from other CDBG Entitlement communities, with input and personalization from both the cities of Cedar Falls and Waterloo. Nearly 160 responses were received from Cedar Falls residents and the results underscored the comments and direction provided by participant in the focus groups; the primary housing need of the community is to provide affordable, quality housing for its residents. The results of both the focus groups and surveys were discussed at the Housing Commission's November 27th, 2018 and January 8th, 2019 meetings, both of which were legally posted, as the Consolidated and FFY 2019 Annual Action Plans were under development.

Finally, a comment period legal notice was advertised on February 6th, 2019 in the Waterloo Courier. The 30-day comment period was defined in the notice, stating that the public could review and comment on the draft plan between February 12th and March 12th, 2019. The Commission held specific public comment opportunities on its agenda relative to the draft plans on February 12th, 2019, and March 12th, 2019. Both meetings were legally posted. Also, public input was formally considered through conduct of a City Council public hearing on May 6th, 2019, which was legally advertised in the Waterloo Courier on April XXth, 2019. No comments were received from the public or either meeting.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

As noted above, four focus group meetings were held at the Hearst Center for the Arts in Cedar Falls over the course of three days. Further, a communitywide survey, garnering 158 responses was received by the community, with the intent that it would provide community-directed guidance for the plan. City Administration reviewed the draft documents prior to presentation of the initial drafts to the Housing Commission. In addition, a 30-day comment period was publicly recognized and properly advertised between February 12th, 2019 and March 12th, 2019. The Housing Commission reviewed the draft, which was also on-file with the City Clerk, at their public meeting on March 12th, 2019 and recommended its adoption to the City Council. In addition, the April 1st edition of the City's newsletter (Currents), which is directly mailed to each resident, included an article about the plans. Finally, the City Council conducted a Public Hearing, prior to adoption of the Consolidated and FFY 2019 Action Plans, on May 6th, 2019. No public comments were received.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were rejected.

7. Summary

As is evident, the City of Cedar Falls conducted a lengthy and deliberate public planning process that would guide the expenditure of federal funds provided by the US Department of Housing and Urban Development over the next five years. Numerous opportunities for public input were offered to residents, agencies, organizations, elected and appointed public representatives, as well as to neighboring jurisdictions.

The City's primary goal is to provide decent, safe affordable housing to its residents while attempting to increase the availability of affordable housing throughout the community. The City has developed four overriding objectives that it wants to implement during the life of this plan, all of which are centered on positively affecting the affordability of housing in the community.

Public Input and Consultation

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Cedar Falls	Department of Community Development

Table 9 – Responsible Agencies

Narrative

The City of Cedar Falls administers its own CDBG activities, through the assistance of the Iowa Northland Regional Council of Governments (INRCOG). The City will carry out the activities described in the Consolidated Plan using their CDBG Entitlement resources.

Consolidated Plan Public Contact Information

City of Cedar Falls

Department of Community Development
Planning and Community Services Division
220 Clay Street
Cedar Falls, Iowa 50613
Contact: Planning and Community Services Manager
Telephone: (319) 273-8600
Website: <http://www.cedarfalls.com>

PR-10 Consultation/Coordination - 91.100, 91.200(b), 91.215(l)

1. Introduction

The consultation process for the City of Cedar Falls included conducting four focus group meetings with local public agencies, local governments, and non-profit organizations, as well as completing a communitywide web-based citizen survey, in a coordinated effort with the City of Waterloo. To that end, these efforts were used in order to develop a Consolidated Plan that is community-driven. The meetings, which were held in an accessible location in the community, Hearst Center for the Arts, were beneficial in identifying current issues and trends impacting the agencies and organizations, as well as evaluating the performance of the current CDBG services the City was providing and what services might also be needed. Said meetings allowed the entities a chance to interact with the City's Housing Commission and staff. In addition, those entities that participated in the focus groups found merit in meeting together, both for this plan and in the future, to discuss needs and current and future programming of resources.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

As part of its annual CDBG awards made to service agencies, City staff conducts monitoring visits and holds a forum with their Housing Commission. These meetings provide direct insight into the changing needs of the community and its residents. This information may then be fed directly into the City's housing planning processes. INRCOG staff, which is working with the City, also administers two housing trust funds, which conduct regular input sessions with local governments, agencies, organizations, financial institutions and real estate businesses, and the state government regarding housing. These sessions help to identify needs, barriers, and outline strategies regarding how to improve housing in the area.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Within the focus group sessions, conducted as part of this plan, several Continuum of Care providers offered input into the City's process. The Salvation Army, Western Home, and Cedar Valley Friends of the Family provide senior housing, homeless services, and sheltering services to Cedar Falls' residents. Further, Habitat for Humanity offers affordable housing to families assisting them with homeownership. Strategies were discussed on how to better assist and affirmatively further fair housing to those with the greatest needs. In addition, the other participating organizations provided in-depth information on housing needs for special needs populations, homeless persons, in addition to persons at risk of homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Cedar Falls does not directly receive, or distribute, ESG funds.

2. Agencies, groups, organizations and others who participated in the process and consultations

In addition to the agencies identified in Table 2, the City engaged the City of Waterloo, the Black Hawk County Health Department, and the US Department of Housing Urban Development on lead-safety issues. Also, the City's Housing Assistance office participated in the plan development process, specifically with regard to Housing Choice Vouchers, rental unit availability, property management, and Affirmative Fair Housing strategies. Finally, the City consulted with the Iowa Northland Regional Council of Governments (INRCOG), a regional planning agency that administers transportation, economic development, land use, and housing initiatives, while developing this Plan.

Table 10 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Americans for Independent Living
	Agency/Group/Organization Type	Services – Housing Rehab and Repair for Veterans Services – Sheltering for Homeless Veterans Services – Transitional Housing for Veterans Services – Home Furnishings for Veterans
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Unable to attend Focus Group sessions, but offered feedback through a separate questionnaire. It is anticipated that the outreach will evolve into regular coordinating forums between agencies, organizations and city officials.
2	Agency/Group/Organization	Black Hawk County Emergency Management
	Agency/Group/Organization Type	Services – Emergency Preparedness Planning- Hazard Mitigation Plan (Countywide) Planning – Evacuation Plan (Countywide) Services – Natural and Manmade Disaster Response Planning – Emergency Support Function Services – Incident Management
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Black Hawk County Multi-Jurisdictional Hazard Mitigation Plan was consulted regarding proposed improvement locations. The EMA Director was consulted regarding needs for the community.
3	Agency/Group/Organization	Black Hawk County Health Department
	Agency/Group/Organization Type	Housing – Lead Based Paint Safety Housing – Radon Awareness Services-Public Health STI/HIV/AIDS Services – Children’s Health/Childhood Lead Poisoning Services –Inspections (Food Safety; Water Source; Septic Systems) Services - Public Health Policy Services – Health Code Enforcement Services – Emergency Preparedness
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
4	Agency/Group/Organization	Landlords of Black Hawk County
	Agency/Group/Organization Type	Services-Housing Education Housing – Private Sector Housing – Market analysis/information

	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
5	Agency/Group/Organization	Cedar Falls Community School District
	Agency/Group/Organization Type	Services – Homeless Services (students) Services -Education
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
6	Agency/Group/Organization	Cedar Falls Housing Commission
	Agency/Group/Organization Type	Housing – Needs Assessment and Market Analysis Information/Representation Services – Advocacy Planning and Administration
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
7	Agency/Group/Organization	Cedar Falls Human Rights Commission
	Agency/Group/Organization Type	Services – Discrimination investigation Services – Victim Rights and Assistance Services – Education Related to Discrimination
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
8	Agency/Group/Organization	Cedar Falls Ministerial Association
	Agency/Group/Organization Type	Service – Community Outreach Service – Spiritual and Guidance
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
9	Agency/Group/Organization	Cedar Falls Utilities
	Agency/Group/Organization Type	Housing – Repair and Weatherization Services – Electric Power and Natural Gas, Telecommunications, Internet Service Provider
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
10	Agency/Group/Organization	Cedar Falls (City Government; Community Development; Public Works; Public Safety Departments)
	Agency/Group/Organization Type	Housing – CDBG, HOME, Housing Choice Vouchers Administration Services – Planning, Zoning, Floodplain Administration, Code Enforcement, Water, Sewer, Storm Sewer, Public Safety Provider
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
11	Agency/Group/Organization	Cedar Valley Friends of the Family
	Agency/Group/Organization Type	Services – Regional Agency Offering Protection from Domestic Abuse, Sexual Assault, Homelessness, and Human Trafficking Services – Sheltering and Rapid Rehousing Services – Continuum of Care Provider
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
12	Agency/Group/Organization	Community Housing Initiatives
	Agency/Group/Organization Type	Service – Homelessness; Case Management; Advocacy Services – Persons with Disabilities

	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
13	Agency/Group/Organization	Consumer Credit Counseling
	Agency/Group/Organization Type	Services – Money Management; Credit Counseling; Financial Education Services – Credit Improvement and Bankruptcy services
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
14	Agency/Group/Organization	Hope for Healing Resource Assistance Network
	Agency/Group/Organization Type	Services – Service Coordination
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
15	Agency/Group/Organization	House of Hope
	Agency/Group/Organization Type	Services – Homelessness Housing – Transitional Housing Services – Transportation, Childcare, Employment
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
16	Agency/Group/Organization	Iowa Department of Human Rights Commission of Persons with Disabilities
	Agency/Group/Organization Type	Services – State Agency Awareness – Equal Rights; Victim Rights Services-Education Services – Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
17	Agency/Group/Organization	Iowa Heartland Habitat for Humanity
	Agency/Group/Organization Type	Housing - Regional Agency Housing – Affordable Housing Housing – Rehab and Repair Programs Services - Advocacy
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
18	Agency/Group/Organization	Iowa Northland Regional Council of Governments
	Agency/Group/Organization Type	Housing - Regional Planning Agency; Regional Housing Council and Trust Fund Administrator Housing – Waterloo Housing Trust Fund Housing – Rehab and Repair Programs Services – Metropolitan Transportation Planning Organization; Regional Transportation Authority Services – Regional Transit Commission Services – Economic Development Commission
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
19	Agency/Group/Organization	Iowa Workforce Development
	Agency/Group/Organization Type	Services – State Agency Services – Underemployment; Unemployed Financial Assistance Services – Employment Counseling Assistance
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
20	Agency/Group/Organization	Love, Inc.
	Agency/Group/Organization Type	Service - Coordination

	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
21	Agency/Group/Organization	Metropolitan Transit Authority of Black Hawk County
	Agency/Group/Organization Type	Services – Transit and Paratransit Service Services – Advocacy; Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in separate input session with staff. It is anticipated that this agency will continue to coordinate transit services with agencies, organizations and city officials.
22	Agency/Group/Organization	New Aldaya (Cedar Falls Lutheran Home)
	Agency/Group/Organization Type	Housing – Senior Housing – Private Provider Services – Senior Healthcare
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
23	Agency/Group/Organization	Northeast Iowa Area Agency on Aging
	Agency/Group/Organization Type	Services – Regional Senior Services- Food and Nutrition Housing – Accessibility Improvements
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
24	Agency/Group/Organization	Northeast Iowa Food Bank/Food Pantry
	Agency/Group/Organization Type	Services – Regional Food and Food-Related; Mobile Food Pantry; Backpack Nutrition Program
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
25	Agency/Group/Organization	Northeast Iowa Regional Board of Realtors
	Agency/Group/Organization Type	Housing – Regional Private Board; Property Owner Advocacy Housing – Needs Assessment and Market Analysis
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
26	Agency/Group/Organization	Operation Threshold
	Agency/Group/Organization Type	Service – Regional Community Action Agency Service – WIC Assistance Housing – TBRA, Repair and Rehab Housing - Weatherization Service – Utility and Energy Assistance Services – Parent Education
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
27	Agency/Group/Organization	Pathways Behavioral Services
	Agency/Group/Organization Type	Service-Regional Mental Health Provider Service – Substance Abuse Counseling and Treatment
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
28	Agency/Group/Organization	The Salvation Army
	Agency/Group/Organization Type	Services – Daily Meal Program Services – Youth Center Services – Emergency Assistance Services – Emergency Disaster Assistance Homelessness - Men’s Shelter Homelessness – Women’s and Children’s Shelter

	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
29	Agency/Group/Organization	Tri-County Child and Family Development
	Agency/Group/Organization Type	Services – Regional Agency Services – Family Services Services – Health, Social Services, Meals Services – Early Childhood Education (Head Start)
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
30	Agency/Group/Organization	University of Northern Iowa Department of Residence
	Agency/Group/Organization Type	Housing – Student Housing and Services Housing – Needs Assessment
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
31	Agency/Group/Organization	Visiting Nurses Association
	Agency/Group/Organization Type	Services – In-Home Healthcare, Home Care Aides, Telehealth Services – Physical Therapy, Speech Therapy, Occupational Therapy Services – Immunizations Services – Case Management
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
32	Agency/Group/Organization	Waterloo (City; Community Development)

	Agency/Group/Organization Type	Housing – CDBG; HOME; Housing Choice Vouchers Housing – Affordable Housing; Tenant Based Rent Assistance; Down-payment Assistance Housing – Rehab and Repair Programs Services - Advocacy
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
	33 Agency/Group/Organization	Waterloo Housing Trust Fund Board
	Agency/Group/Organization Type	Housing – Funding Conduit for Housing Projects Services – Housing Advocacy
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
	34 Agency/Group/Organization	Western Home Communities
	Agency/Group/Organization Type	Services – Continuum of Care Provider Housing – Senior
	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Unable to attend the Focus Group sessions, but offered feedback through a separate questionnaire. It is anticipated that the outreach will evolve into regular coordinating forums between agencies, organizations and city officials.

Identify any Agency Types not consulted and provide rationale for not consulting

The City is not aware of a particular type of agency, either providing services to residents or not, that was missed in their outreach efforts. With that said, it does not mean that the City could not add to the list provided above.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Black Hawk County Local Homeless Coordinating Board (LHCB)	The LHCB was reviewed to better understand the homeless housing and social service needs in developing the Plan.
City of Cedar Falls Comprehensive Plan	City of Cedar Falls	Strategic Plan goals are more specific, but consistent with the Comp Plan.
2014-2019 Consolidated Plan	Cities of Cedar Falls and Waterloo	Strategic Plan goals are updates and improvements to existing goals
City of Cedar Falls Capital Improvements Program	City of Cedar Falls	Strategic Plan goals are consistent with those in the CIP, which defines specific projects that may be considered by the City under this Consolidated Plan
Comprehensive Economic Development Strategy	Iowa Northland Regional Economic Development Commission	Strategic Plan goal are consistent and specific to Cedar Falls. CEDS goals are general and defined for a 6-county region
Metropolitan Planning Organization Long Range Transportation Plan	Metropolitan Planning Organization of Black Hawk County	Strategic Plan goals are specific to Cedar Falls, while LRTP goals are intended to address transportation in several jurisdictions. The City will need to take LRTP goals into consideration when developing areas within the community, as well as developing transit service programs
Metropolitan Planning Organization Pedestrian Master Plan	Metropolitan Planning Organization of Black Hawk County	The City is intending to address several of the Pedestrian Plan goals, most notably those associated with healthy lifestyles, recreation, and non-motorized transportation modes
Black Hawk County Multi-Jurisdictional Hazard Mitigation Plan	Black Hawk County Emergency Management Commission; City of Cedar Falls	The Strategic Plan will seek to direct housing-related development and redevelopment away from natural hazards (i.e. floodplains, steep slopes, poor soils), as is possible. This is consistent with the MJ HMP
City of Cedar Falls Low Rent Housing Agency Citizen Participation Plan	City of Cedar Falls	The Strategic Plan will be developed consistent with the current Citizen Participation Plan.

Table 11 - Other local / regional / federal planning efforts

Narrative

PR-15 Participation - 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

Citizen participation consisted of structured efforts made by the City. First, the City hosted four focus groups to garner input. Second a survey was completed by residents in the community. And lastly, both the Housing Commission and City Council provided opportunities within their public meetings for input into the development of this Consolidated Plan.

As noted, the City of Cedar Falls conducted focus groups in tandem with a communitywide web-based citizen survey in order to identify community housing and housing-related needs. The results from both input methods impacted all elements of this Plan, including program-related goals, objectives, and action steps. Most goals and objectives from the prior Consolidated Plan were rewritten and all will be measured accordingly.

Focus group sessions and the survey were managed and facilitated by the University of Northern Iowa's Institute of Decision Making. Focus group sessions were also attended by City and INRCOG staff. Overall, 38 persons attended focus group meetings, representing 28 agencies and organizations. It should be noted that several other agencies were contacted outside of the focus groups in order obtain their input. Specifically, the Metropolitan Transit Authority of Black Hawk County and Black Hawk County Emergency Management were consulted as well, bringing the total agencies included in this planning process to 34. Discussions with the focus groups allowed the City to gather the following information from participating entities:

- a. Background and operating information pertaining to each organization, its programs, services, clientele, customers, and service area;
- b. Identification of the greatest needs of its clients or customers;
- c. Barriers faced by their clients that prevent them from meeting their needs;
- d. Suggested programs or activities that could help clients or customers overcome barriers; and
- e. The activities or initiatives the City of Cedar Falls could be implementing, improving upon, in regard to providing decent housing, providing a suitable living environment, or expanding economic opportunities for its residents.

Regarding the web-based citizen survey, the City received 158 completed responses. This response rate equates to roughly an 80 percent confidence interval that the results represent the community as a whole. In addition to being offered online, paper copies of the survey were made available at City Hall, the Cedar Falls Library, certain larger housing developments, the Northeast Iowa Food Bank, and Operation Threshold, which serves as the region's community assistance program administrator. The survey was open from December 3rd, 2018 through December 23rd, 2018. Summary findings from the survey include the following key takeaways in the areas of housing, community services and facilities, business and job-related activities, and special needs services:

- a. Lack of affordable housing and the need for continued rehabilitation and repair programs were cited frequently as needs;
- b. In terms of community service and facility needs, mental health and childcare services were identified as the greatest needs;
- c. Employment training and job creation/retention were most often identified as needs under business and job-related activities; and
- d. With regard to special needs services, residents stated that homeless shelters and related services, along with substance abuse services, were needed most in the community.

The City's Housing Commission also hosted several public meetings, between November 2018 and March 2019 on the Consolidated Plan, and the City Council held a public hearing to garner citizen input. **No comments were received during the public meeting or hearing elements of the planning process.**

Also, legal notices, per the Citizen Participation Plan, were published for the 30-day comment period (February 12th, 2019-March 12th, 2019) and City Council Public Hearing was conducted on **May 6th, 2019**. In addition, the draft Plan was posted on the City's website and made available at City Hall.

Citizen Participation

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Agency and Organization Focus Groups	Low-and-Moderate Income Households Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Homeless persons Non-targeted/broad community entities	Hosted by the City's Housing Commission, four focus groups were held at 10:00 AM and 1:00 PM on Tuesday, December 4 th ; at 1:00 PM on Wednesday December 5 th ; and at 10:00 AM on Thursday December 6 th , 2018 at the Hearst Center for the Arts in Cedar Falls. 38 attendees, representing 28 entities provided insight regarding this planning process	Agency response were provided to a series of pre-established questions	All comments considered and accepted	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Communitywide Survey	Residents of the City of Cedar Falls	The survey was available from December 3 rd -23 rd , 2018	A press release was published in the Waterloo-Cedar Falls Courier, and a link was placed on the City's website. Social media posts were made by City, Main Street, and School District. Announcement of the availability of the survey was place on the City's public access channel, as was a link provided to UNI faculty and staff. Hard copies were placed at City Hall, Library, housing developments, NE Iowa Food Bank and Operation Threshold	All comments accepted	www.cedarfalls.com

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meetings. Legally Posted and Legally Noticed	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p>	<p>Housing Commission public meetings addressed the Con Plan and Annual Action Plan, after City Administration review. Agenda discussion was held on November 27th, 2018 and January 8th, 2019. In addition, input on the Plan was specifically sought on Tuesday, February 12th, 2019 and March 12th, 2019. All meetings were held at 5:00 pm in the Duke Young Conference Room in the Cedar Falls City Hall. The final noted meetings bookended the 30-day comment period. There were no attendees, other than agency representatives. No comments were received. No written comments were submitted.</p>	No comments were received.		www.cedarfalls.com

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Communitywide Newsletter (Currents) Article Regarding the Draft Plans and Inviting Input	General Public. All households are mailed the newsletter	Publication date:	No comments were received.		www.cedarfalls.com
5	Public Hearing. Legally advertised hearing conducted within a legally posted public meeting. Draft plans were on-file with the City Clerk and at the Community Development Department.	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p>	A City Council public hearing on the Con Plan and Annual Action Plan was held on May 6 th , 2019 at 7:00 PM.	No comments were received.		www.cedarfalls.com

Table 12 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

Cedar Falls has a median household income of \$58,544 in 2016 (5-year American Community Survey) – higher than the statewide median income of \$54,570. Nonetheless, Cedar Falls is not immune to unmet needs for decent, affordable housing. According to HUD’s 2011-2015 Comprehensive Housing Affordability Strategy (CHAS) data, of the 14,565 households in Cedar Falls, 1,035 renter households (excluding non-family, non-elderly households) and 2,020 owner households are low- and moderate-income, meaning that their incomes are no higher than 80 percent of Area Median Income (AMI) by household size. Among non-elderly, non-family renter households, 2,485 are LMI – some, but not all, of these households consist of University of Northern Iowa students.

Among LMI owners, 45 percent of households are housing cost burdened, meaning that they pay more than 30 percent of their incomes on housing costs (including utilities, taxes, and insurance). This is slightly higher than the statewide cost burden rate of 41 percent among LMI owners. Moreover, 16 percent of LMI owner households are severely cost burdened, with housing costs exceeding 50 percent of their incomes. (Note that the percentage of cost burdened households is inclusive of severely cost burdened households.)

Among LMI renters, 59% of family households and 52 percent of elderly households are cost burdened, while 37 percent and 36 percent of family and elderly households, respectively, are severely cost burdened.

Racial/ethnic groups with disproportionate housing problems (at least ten percentage points higher than the rate of housing problems in the general population) are listed below. Housing problems are defined as housing cost burden greater than 30 percent, incomplete plumbing and/or kitchen facilities, and overcrowding (more than 1 person per room). Severe housing problems include housing cost burden greater than 50 percent, or any of the other 3 aforementioned housing problems.

Housing Problems

Asian households between >30 percent and 50 percent AMI

Asian, American Indian/Alaska Native, and Hispanic households between >50 percent and 80 percent AMI

Severe Housing Problems

Black, Hispanic, and Other/Multi-Racial households up to 30 percent AMI

Asian households between >30 percent and 50 percent AMI

Black and Hispanic households between >50 percent and 80 percent AMI

Moderate Housing Cost Burden (>30 percent to 50 percent of income spent on housing costs)

Asian and American Indian/Alaska Native households

Severe Housing Cost Burden (>50 percent of income spent on housing costs)

Black and Hispanic households

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Feedback from a community-wide survey indicated that the greatest public facility needs for Cedar Falls residents are mental health and substance abuse treatment facilities, child care centers, homeless shelters, and youth centers. Additional needs according to City staff and resident feedback include bus shelter repairs and park, playground, sidewalk, and trail improvements.

How were these needs determined?

These needs were determined through focus groups with agencies, non-profit organizations, and other stakeholders, interviews, community wide surveys, and feedback discussions with community development staff members.

Describe the jurisdiction's need for Public Improvements:

Generally speaking, respondents to a community-wide survey perceived less need for infrastructure improvements than for public facilities and services. The greatest infrastructure needs identified are street and sidewalk improvements. The latter can be critical for LMI homeowners, who may not be able to afford the improvements themselves. Additional needs identified by City staff – based on resident feedback and quantitative data on infrastructure conditions and future capacity needs – include sanitary sewer updates in LMI areas, bridge and culvert replacements, drainage improvements such as bioswales and permeable alley paving, and streetscaping improvements.

How were these needs determined?

These needs were determined through focus groups with agencies, non-profit organizations, and other stakeholders, interviews, community wide surveys, and feedback discussions with community development staff members.

Describe the jurisdiction's need for Public Services:

In tandem with the public facility needs identified by stakeholders, the greatest public service needs include mental health and substance abuse treatment services; more child care options, especially during evenings, weekends, and holidays; homeless assistance services, including more rapid re-housing options, and youth programming. Additionally, more public transportation service, including more routes and longer hours, was identified as a major need for LMI residents.

How were these needs determined?

These needs were determined through focus groups with agencies, non-profit organizations, and other stakeholders, interviews, community wide surveys, and feedback discussions with community development staff members.

Based on the needs analysis above, describe the State's needs in Colonias

Not applicable – Cedar Falls is a non-state entitlement grantee.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

Cedar Falls, like many university towns, has a strong housing market. Although housing starts have not recovered to their pre-recession levels, single-family housing permits hovered between 100 and 150 per year from 2012 through 2016, according to Iowa Finance Authority (IFA) data. Multifamily permits have increased in recent years, reaching nearly 80 housing units in 2016. The median home value in Cedar Falls was \$171,400 in 2016, a three percent increase since 2010 and a 20 percent increase since 2000, adjusted for inflation (ACS 5-y 2016 and 2010; 2000 Census), while the median single-family permit value was \$219,367 in 2016 (IFA). The City's median contract rent (excluding utilities) was \$619 in 2016, a nine percent increase since 2010 and a 15 percent increase since 2000. Moreover, among vacant-for-rent units, nearly half had a rent asked of \$700 or more (ACS 2016). The most recent local data suggests that available 1- and 2-bedroom rental units tend to start at the \$750 to \$1,000 range.

The owner and rental vacancy rates were two percent and six percent, respectively in 2016 (ACS), compared to 1.8 percent and 6.4 percent in the 2010 Census. Owner and rental vacancy rates of two percent and five percent are generally considered healthy, but a six percent rental vacancy rate is not excessively high. More recent local data suggests that rental vacancy rates are increasing as new rental developments come on-line, but that the increased supply has not necessarily lowered costs. The new rental units tend to be marketed to professionals or to well-resourced students. As a result, households with lower incomes continue to struggle to find decent-quality, reasonably priced housing, as extensive community feedback indicated.

Cedar Falls' housing stock is generally in good condition. However, 16 percent of the City's owner-occupied housing and 20 percent of its rental units were built before 1950. Some of these units may have deferred maintenance needs, especially if the owners have low to moderate incomes (LMI). Multiple public survey responses reported a need to rehabilitate older units, both to assist LMI property owners and improve neighborhood appearance, especially in the North Cedar, College Hill, and College Square neighborhoods. Across the City, 63 percent of owner units and 74 percent of rental units were built before 1980. Any units built before 1978 may have lead-based paint (LBP) hazards, unless all LBP has been removed or encapsulated. Of all owner and rental units, 890 (6 percent) and 273 (5 percent), respectively, were built before 1980 and are occupied by at least one child under 6 years of age (2011-2015 CHAS).

Several distinct factors pose challenges to meeting affordable housing needs in Cedar Falls. Infill lots are in short supply, and current zoning requirements in some older neighborhoods are prohibitive for residential development on small lots. Additionally, the single-family home market experiences pressure from investors who can realize a higher rate of return by converting homes into multiple rental units. Recently, Cedar Falls initiated a temporary \$10,000 forgivable loan program for homebuyers to convert rental properties back to single family homes in certain neighborhoods.

Low- and moderate-income families may have difficulty competing with student markets for single-family rentals, since several students rooming in one dwelling can pay a higher aggregate rent than a family with only one or two incomes. UNI students, for their part, have fewer affordable on-campus housing options than in previous years. Although UNI enrollment has declined in recent years, and vacancy rates are high among UNI's student housing portfolio, some older, lower-cost dormitories have been demolished. These units were outdated, but UNI is cognizant that their loss has disproportionately impacted low-income, minority, immigrant, and 1st generation

college students, and those aging out of foster care. To level the playing field between students and families, as well as avoiding overcrowding of dwelling units and parking areas, the City limits the number of adult tenants based on the number of bedrooms in rental units. UNI, meanwhile, is planning to increase the share of 2nd year students who live on-campus (currently 47 percent), since on-campus living is strongly correlated with college retention. The University is also renovating several dormitories to make student housing a more viable and appealing option.

Finally, local stakeholders note that the pool of single-family and multi-family housing developers in Cedar Falls is small, minimizing competition and limiting any incentive to provide housing that is affordable to low-, moderate- and middle-income families (up to 120 percent AMI). Many Cedar Falls stakeholders, from students to young professionals to LMI households and their advocates, have noted the lack of a “missing middle” of decent-quality, moderately priced housing.

For some populations, such as those with physical disabilities that require accessibility features, the shortage of affordable housing is especially dire. Housing subsidies for the lowest-income households in Cedar Falls are limited. The City has 360 units in subsidized, privately owned rental developments – of which the 128 units in The Villages at Park@Nine23 may be lost after 2025 due to affordability restrictions ending. Additionally, the Cedar Falls Housing Authority offers 326 Housing Choice Vouchers – of which only 215 are in use, since many rentals exceed the Cedar Falls Housing Authority’s payment standard (110 percent of Fair Market Rent). Many landlords are unwilling to participate in the Housing Choice Voucher program, thereby further limiting the pool of units that are affordable to low- and very low-income households. The Villages units that may be lost after 2025 are among the few rentals in Cedar Falls that voucher holders can readily access.

As a result of the considerable need for affordable housing, the goals and objectives for Cedar Falls place strong emphasis on housing for LMI populations, and on associated community services that CDBG can feasibly fund.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

As a City and as part of the Cedar Valley region, Cedar Falls cultivates a diverse economic base, emphasizing its strengths of high-quality education and training opportunities, a diligent regional workforce, and its location along major transportation corridors. Two main elements of Cedar Falls' recent economic development efforts include its growing industrial parks, and its designation as Iowa's "first gigabit city" due to extensive investment by Cedar Falls Utilities, its municipal utility, in a robust fiber optic network.

Among jobs located in Cedar Falls, the largest sectors are Education and Health Care Services (37.9 percent), Retail Trade (17.6 percent), Arts, Entertainment, and Accommodations (14.9 percent), Professional, Scientific, and Management Services (13.4 percent), and Manufacturing (9.4 percent). Among workers who live in Cedar Falls, the most common sectors that employ them are Education and Health Care Services (22.6 percent), Manufacturing (12.6 percent), Retail Trade (8.8 percent), and Professional, Scientific, and Management Services (7.7 percent). Cedar Falls has more workers than jobs overall (21,147 compared to 16,544). In terms of occupational categories, a plurality of Cedar Falls workers are in Management, Business, and Financial occupations (8,894 workers, or 39 percent of total). The next most common occupation sectors are Sales and Office (6,044/26 percent) and Service occupations (4,730/21 percent).

Thirty-one percent of Cedar Falls' adult population has a Bachelor's degree or higher, while another nine percent and 39 percent have an Associate's degree or some college education with no degree, respectively. Some college with no degree is the most common educational attainment among young adults (18 to 24; 75 percent), while a Bachelor's degree is most common among prime working-age adults (25 to 64). However, it is more common among 25- to 34-year-olds (41 percent) than among the 35-44 and 45-64 age groups (26 percent and 23 percent, respectively). Among residents 65 years or older, the most common educational attainment is a high school diploma (35). These numbers reflect both the presence of young adults enrolled at the University of Northern Iowa, and the increasing importance of a college education in the labor market in recent decades.

The City's overall unemployment rate is a fairly healthy 4.7 percent. The unemployment for youths and young adults in the civilian labor force (16 to 24) is 8.2 percent, while those age 25 to 64 have a very low unemployment rate of 2.64 percent. Unemployment rates and labor force participation also vary by educational attainment. The unemployment rate ranges from seven percent for those with less than a high school diploma to one percent for those with a Bachelor's degree or higher. For labor force participation, the range is 58 percent to 88 percent, respectively. Median annual earnings also vary by educational attainment, from a low of \$30,403 for high school graduates to \$65,708 for those with graduate and professional degrees. Surprisingly, the median annual earnings for those with less than a high school diploma are higher than those for high school graduates and some college. The reason for this is unknown, but may indicate that Cedar Falls workers without a high school diploma are disproportionately employed in fields with a high base wage and/or ample opportunity for overtime pay.

Overall, Cedar Falls' economic profile highlights the fact that the City is not homogeneous. It is relatively affluent and educated, but not all workers are employed in well-paid, white-collar jobs. As a result, Cedar Falls is not immune from the need for affordable housing and services for workers whose incomes are low, and whose work schedules may be more unpredictable or more rigid than in white-collar work environments. Moreover, Cedar Falls workers can benefit from economic development efforts that create living-wage jobs at all skill levels.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	79	5	0.4%	0.0%	-0.9
Arts, Entertainment, Accommodations	1,439	2,463	6.8%	14.9%	0.7
Construction	563	618	2.7%	3.7%	0.1
Education and Health Care Services	4,782	6,277	22.6%	37.9%	0.3
Finance, Insurance, and Real Estate	944	1,281	4.5%	7.7%	0.4
Information	213	269	1.0%	1.6%	0.3
Manufacturing	2,657	1,550	12.6%	9.4%	-0.4
Other Services	562	589	2.7%	3.6%	0.0
Professional, Scientific, Management Services	1,635	2,225	7.7%	13.4%	0.4
Public Administration	531	356	2.5%	2.2%	-0.3
Retail Trade	1,869	2,919	8.8%	17.6%	0.6
Transportation and Warehousing	666	1,588	3.1%	9.6%	1.4
Wholesale Trade	604	1,007	2.9%	6.1%	0.7
Total	21,147	16,544	100%	100%	100%

Table 2 - Business Activity

Data U.S. Census Bureau, OnTheMap Application and Longitudinal Employer-Household Dynamics Origin-
Source: Destination Employment Statistics (2015)

Labor Force

Total Population in the Civilian Labor Force	24,128
Civilian Employed Population 16 years and over	22,999
Unemployment Rate	4.7%
Unemployment Rate for Ages 16-24	8.2%
Unemployment Rate for Ages 25-65	2.4%

Table 3 - Labor Force

Data 2012-2016 ACS

Source:

Occupations by Sector		Number of People
Management, business and financial		8,894
Farming, fisheries and forestry occupations		99
Service		4,730
Sales and office		6,044
Construction, extraction, maintenance and repair		923
Production, transportation and material moving		2,309

Table 4 – Occupations by Sector

Data 2012-2016 ACS

Source:

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	20,789	95%
30-59 Minutes	699	3%
60 or More Minutes	398	2%
Total	21,886	100%

Table 5 - Travel Time

Data 2012-2016 ACS

Source:

Education:

Educational Attainment by Employment Status (Population 25 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	285	21	226
High school graduate (includes equivalency)	2,298	103	687
Some college or Associate's degree	4,316	115	761
Bachelor's degree or higher	6,537	90	905

Table 6 - Educational Attainment by Employment Status**Data** 2012-2016 ACS**Source:**

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	11	21	107	78	167
9th to 12th grade, no diploma	102	95	96	135	249
High school graduate, GED, or alternative	970	731	786	1,571	1,832
Some college, no degree	9,039	868	634	1,663	864
Associate's degree	773	604	572	851	282
Bachelor's degree	1,021	2,032	986	1,751	839
Graduate or professional degree	77	552	678	1,542	983

Table 7 - Educational Attainment by Age**Data** 2012-2016 ACS**Source:**

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	\$35,372
High school graduate (includes equivalency)	\$30,403
Some college or Associate's degree	\$34,270
Bachelor's degree	\$46,239
Graduate or professional degree	\$65,708

Table 8 – Median Earnings in the Past 12 Months**Data** 2012-2016 ACS**Source:**

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Education and Health Care Services (37.9 percent of jobs in Cedar Falls)

Retail Trade (17.6 percent)

Arts, Entertainment, and Accommodations (14.9 percent)

Professional, Scientific, and Management Services (13.4 percent)

Manufacturing (9.4 percent)

Describe the workforce and infrastructure needs of the business community:

The Comprehensive Economic Development Strategy for the region that includes Cedar Falls outlined the business community's workforce and infrastructure needs.

Workforce

The CEDS identified several regional workforce challenges:

- Population growth is slow. Between 2010 and 2015, the region's population grew by an estimated 1.2 percent. In Black Hawk County, the estimated growth was 1.8 percent. These growth rates were lower than the State of Iowa's growth rate of 2.5 percent over the same period.
- Starting wages tend to be low, although state incentive programs set minimum levels for wages and benefits.
- The region has a shortage of workforce housing affordable to blue-collar workers and young professionals.
- The labor force reached a 10-year low in 2016, and both general and skilled labor are in short supply.
- Employers have difficulty recruiting workers to the region, in part due to negative perceptions about the region's quality of life.
- As Baby Boomers who own or have leadership positions in businesses near retirement age, there will be a need for succession planning to ensure that these businesses continue to provide employment.
- Technological advancements may create new high-skilled jobs, but may also lead to net job losses in some sectors.

At the same time, the CEDS projected a net addition of 8,515 jobs to the region between 2014 and 2024, with the largest increases occurring in healthcare practitioner and technical occupations, sales and related occupations, transportation/material moving occupations, education/training/library occupations, and healthcare support occupations. These five job classifications combined will account for an estimated 44 percent of the region's job growth. Some other occupation types, including several manufacturing and clerical occupations, are expected to grow slowly or decline. The CEDS anticipates that the current population growth rate would not be sufficient to supply workers in high-growth industries, a shortfall that is exacerbated by reduced labor force participation and skills mismatches between workers and jobs. In terms of workforce housing needed to recruit workers, the shortage may be more acute in Cedar Falls than in Waterloo, due to the former city's higher housing costs. However, feedback

from residents in both cities points to a “missing middle” of decent-quality, modestly priced housing, especially for low- and moderate-income workers.

The CEDS goal for addressing regional workforce housing needs includes measures to recruit new workers to the region, up-skill existing workers, foster training and education opportunities to help workers fill high-demand jobs, retain college graduates, and improve quality of life offerings to attract and retain workers. Additionally, the CEDS for providing adequate housing encourages efforts to expand workforce housing in close proximity to employment centers.

Infrastructure

Infrastructure needs in the next decade include water/sewer upgrades to maintain the level of service expected by residents and businesses at reasonable rates; increased flood mitigation measures and renewable energy generation, and execution of several planned projects to improve the area’s highway corridors, which are already a major asset to the metro area’s economy. One infrastructure deficiency identified by Black Hawk County stakeholders in the CEDS development is limited air service. Public participation for other planning documents, including this Consolidated Plan, have also identified a need for expanded bus service in the Waterloo/Cedar Falls area. In particular, transportation is a barrier for 2nd and 3rd shift workers, those who work on weekends or holidays, and those who work at employment centers not currently served by bus.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The City of Cedar Falls continues to expand its Industrial and Technology Park to the south, as well as the Northern Cedar Falls Industrial Park. The City provides infrastructure in the industrial parks so that sites will be “shovel ready” for new businesses. Additionally, two Target distribution centers have located in Cedar Falls in recent years, and the City has partnered with other local governments in the region to fund three years of operations for The Millrace, a co-work and startup incubator facility. Moreover, the City’s investments in street improvements along University Avenue and Viking Road have spurred new investment along these commercial corridors. These investments are creating new jobs, new housing demand, and additional workforce training needs.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

Employers report a shortage of skilled workers in the region – in advanced manufacturing, for example. Moreover, as sectors such as healthcare, transportation, and education become more prominent in the region’s economy, the need for workers possessing these skills may grow.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

In 2016, Cedar Falls, the region’s second largest school district, passed a \$32 million bond measure to fund a new elementary building as well as the expansion of Orchard Hill and North Cedar elementary schools. The primary reason behind this effort was, in part, was due to the continued and projected increase in elementary enrollment.

According to the school, the district's student population grew by 850 over the past 10 years and is expected to grow by an additional 1,100 students in the coming decade.

In 2016, the school district launched the Center for Advanced Professional Studies (CAPS) program. The program is a partnership with local businesses to provide students with real-world experiences outside of the classroom focusing on career readiness skills. Initially, the program has focused on engineering, computer science and information technology fields. Study is held at a host business for approximately 2.5 hours each day where students focus on problem solving and completing projects in a business environment.

Hawkeye Community College, based in Waterloo, offers vocational/technical programs and continuing education opportunities in a wide range of career choices, as well as general interest courses suited for any interest. Hawkeye Community College (HCC) is accredited as a 2-year liberal arts institution with approximately 6,300 (3,000 full-time) students currently enrolled.

In recent years, Hawkeye has expanded its technical training and apprenticeship programs in response to regional workforce demands. HCC offers HVAC, plumbing, and electrical apprenticeship curriculum approved by the Department of Labor. As part of the requirements, an employer or local business sponsors students. HCC also offers programs for several technical high-demand jobs, including Industrial Maintenance, Industrial Automation, Welding Technician & Technology, Tool and Die, Machining, and Computer-Numeric Control (CNC).

Hawkeye works in partnership with Cedar Valley IowaWORKS, the regional Iowa Workforce Development service center. IowaWORKS offers a variety of programs to support job seekers, including PROMISE JOBS, which provides training and support to TANF recipients, services for dislocated workers and those with disabilities, Workforce Innovation and Opportunity Act (WIOA) services for young adults, connections to training in high-demand industries, and other programs. IowaWORKS focuses heavily on hard-to-serve populations.

The above-described efforts will support the Consortium's anti-poverty strategy by providing more opportunities for LMI residents to become and remain self-sufficient. These efforts may also ease housing cost burdens by increasing workers' ability to buy or rent decent housing.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

Several of Cedar Falls' economic development initiatives pursuant to the CEDS may be coordinated with the Consolidated Plan. The City endeavors to combine multiple community development and initiatives and expenditures, such as street, water, and sewer improvements, park upgrades, streetscape improvements, transit infrastructure updates, and demolition of substandard properties, in particular neighborhoods in need of new investment. Some of these areas overlap with LMI Census block groups, where CDBG funds may be combined with other City revenue sources to fund improvements.

Discussion

Cedar Falls is best known as a university town, but the City endeavors to cultivate a diverse economic base that offers opportunities to residents from all walks of life. By investing in its growing industrial parks, the City is capitalizing on the Cedar Valley region's comparative advantage in advanced manufacturing capabilities.

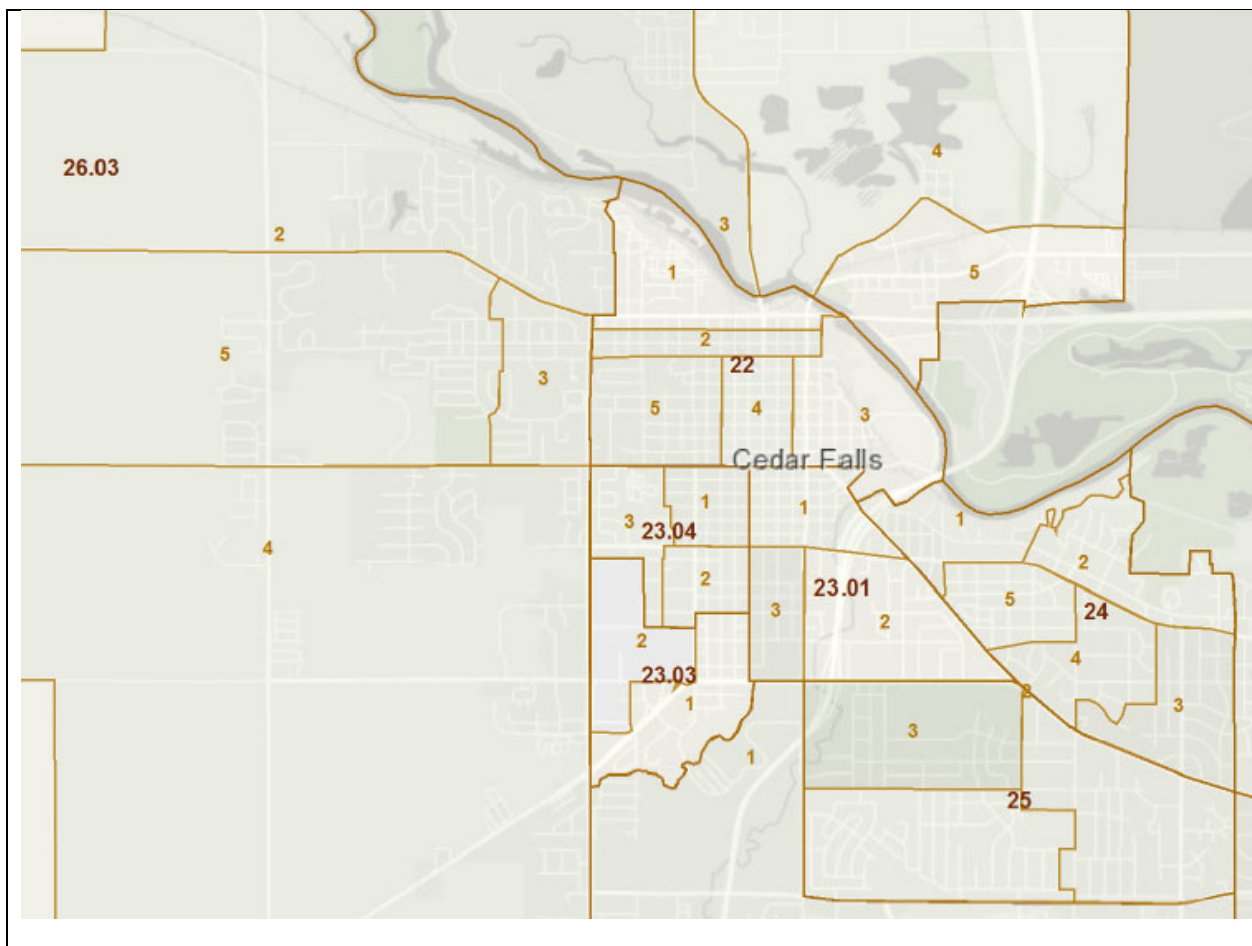
Additionally, the City supports information-based business sectors by supporting work space, high-speed internet, and other resources for start-up businesses.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

According to HUD's Affirmatively Furthering Fair Housing Data and Mapping Tool, the share of households with at least one housing problem is at least 10 percentage points higher in Census tracts 23.03 and 23.04 than in any other Census tract in Cedar Falls.

No Census tracts in Cedar Falls have a concentration of multiple housing problems. The Census Bureau defines housing problems as housing cost burden greater than 30 percent, incomplete plumbing and/or kitchen facilities, or overcrowding (more than 1 person per room). However, in Census tracts 22 and 25, 10 percent of renter households have 2 or more housing problems, according to 2016 ACS data. Census tract 22 contains the oldest platted neighborhoods in Cedar Falls, and a relatively high percentage of LMI households. Census tract 25 is in the College Square area, and its Block Group 3 is 51.3 percent LMI. In most cases, rental units in these Census tracts with multiple housing problems are likely to be experiencing housing cost burden and crowding, since incomplete kitchen/plumbing facilities are rare. It is not known how many of these households are UNI students vs. non-student households that live in crowded conditions out of necessity or preference.



Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

No Census tract has a "concentration" of specific racial or ethnic minorities according to HUD's definition (10 percentage points higher than the citywide percentage). However, Census tract 23.04 (College Hill area) has the highest percentage of racial and ethnic minorities (11.8 percent and 4.0 percent, respectively, compared to 7.1 percent and 2 percent citywide).

What are the characteristics of the market in these areas/neighborhoods?

This Census tract is near the University of Northern Iowa, and includes a substantial supply of private rental housing occupied by students – which likely explains its relatively high racial and ethnic diversity. The homeownership rate is only 52.1 percent, compared to 64.6 percent citywide. The overall housing stock in this Census tract tends to be older, while the share of housing structures with 20 or more units (15.9 percent) is about double the citywide rate. The percentage of homeowners without mortgages is relatively high (46.7 percent, compared to 36.6 percent citywide), suggesting a relatively high share of older homeowners who have paid off their mortgages. Median monthly housing costs for renters and owners with mortgages are lower in this Census tract than citywide, but are somewhat higher for owners without mortgages. A higher share of renters (61.6 percent, compared to 47.2 percent) pay 35 percent or more of their incomes on housing, which may reflect the presence of students (whose education loans are not counted as income).

Community feedback about this area indicates concerns about the prevalence of deteriorated properties, many of which are rentals. Much of the rental stock is in older structures converted from single-family homes. Many residents believe the rents charged for deteriorated units in this neighborhood are unreasonably high. Additionally, residents are concerned about crime and disruptions associated with the high student population. Because of these issues, community feedback indicates that some older residents are being displaced, and the neighborhood is not considered family-friendly. This led the City to change its rental review process and requirements in 2015, in hopes to counteract these issues and improve rental property conditions.

Are there any community assets in these areas/neighborhoods?

The College Hill area has shopping, dining, and nightlife opportunities that are geared toward college students but may appeal to other residents, especially younger demographics. Its proximity to the University also offers educational and cultural opportunities, such as plays, concerts, art exhibits, and lectures. This neighborhood includes the Hearst Center for the Arts, and also has some older homes with historic value.

Are there other strategic opportunities in any of these areas?

Since the College Hill area has commercial and entertainment draws for young adults, and an abundance of older housing, the Cedar Falls Comprehensive Plan (2012) and Strategic Plan (Future Forward Cedar Falls 2025) recommends that this neighborhood be targeted for mixed-use development to expand housing opportunities and spaces for businesses and artists to establish themselves. The City anticipates implementing this recommendation by conducting visioning exercises and revising zoning regulations in College Hill to accommodate mixed-use development. The City may update the College Hill Overlay District zoning to meet this vision with new development or re-development, while protecting public health, safety, and welfare.

The planned College Hill visioning and zoning updates are part of a broader effort that includes downtown Cedar Falls and adjacent neighborhoods that are among the City's oldest. The intention is to accommodate the compact,

mixed-use nature of the development that has historically occurred in these neighborhoods, and to maintain them as vibrant, functional, interconnected hubs of City life.

Strategic Plan

SP-05: Overview

The purpose of the Cedar Falls Strategic Plan is to outline a five-year course of action that the City may follow when implementing their Community Development Block Grant (CDBG) Entitlement Program. Said Strategic Plan will identify priorities, needs, market conditions, and define goals and action strategies, and is intended to address the Needs and Market Assessments that are part of the City's overall Federal Fiscal Year (FFY) 2019-2023 Consolidated Plan.

The City of Cedar Falls provides funding to four general programs including: housing development programs, economic and community development programs, neighborhood or area programs, and planning and administrative programs. Needs in these areas are designed to increase opportunities for low-and-moderate income households to identify the availability of decent housing, safe and suitable living environments and provide economic opportunities. As an overarching need, the community identified affordable housing, which is quality and lower priced, when compared to the existing housing market in the city.

SP-10: Geographic Priorities 91.215(a)(1)

The City of Cedar Falls will focus its resources, budget and staff, in the areas deemed in greatest need of improvement. Specifically, the City will use information and resources at its disposal for defining these areas, including but not limited to neighborhoods, census tracts and block groups, adopted urban renewal areas, and/or other geographic areas identified in the City's Comprehensive Plan, Zoning Ordinance, Overlay Districts, and renewal or revitalization boundaries, all within the City of Cedar Falls' incorporated area.

The City will expend all CDBG resources under one of three National Objectives: Benefit to Low-and-Moderate Income persons; Aiding in the Prevention or Elimination of Slums or Blight; or Meeting Community Development Needs having a Particular Urgency. This final objective is defined as those needs, that because of existing conditions, pose a serious and immediate threat to the health or welfare of the community, and where other financial resources are not available to meet such needs. Implementation of the City's programs will be applied in one of two methods, citywide or in low-to-moderate income areas. Further, this section of the Strategic Plan integrates the Analysis of Fair Housing Impediments into the planning process. Specifically, the recommendations and actions of the AFH are being tied to goals and objectives of this plan.

Citywide:

The City of Cedar Falls will allocate housing rehabilitation and repair funds on a citywide basis. Homeowners may apply directly to the City for funding, which the city prioritizes on a first qualified, first served basis. A written application, income verification, and inspection will follow, assuming the owner meets income guidelines. After need is determined, the scope of work is to be defined and either bid (rehab projects) or procured using small bid guidelines established by the city. The City's Housing Commission reviews and recommends all suitable projects to the City Council for approval. Thereafter, contracts are executed by the parties and work is completed, with approvals and reimbursements being made available to contractors during and at the end of the process.

Services provided, on behalf of the City, by agencies or organizations are also to be offered citywide. The underlying reason for funding these services is to prevent the possibility of homelessness. Eligible services will be consistent with CDBG guidelines, and may include, but not be limited to: healthcare, financial literacy and counseling, sheltering, transportation, nutrition, substance abuse, and family and children's counseling services.

New programs, such as down-payment assistance, first-time homebuyers, and Housing Choice Voucher changes may also be implemented citywide. Also, all related planning and program administration are intended to be offered citywide.

LMI Area Benefit (See Map X):

LMI Area Benefit Projects will be implemented in Census Tracts and Block Groups currently reporting income levels at or below 80% of Area Median Income (AMI). There are currently 7 census tracts with 8 block groups that have an LMI percentage of 51 percent or greater (ACS 2011-2015). Specifically, Census tract 2200 block group 2 and 3; tract 2301 block group 3; tract 2303 block group 1; tract 2304 block group 2; tract 2500 block group 3; tract 2603 block group 4; and tract 2604 block group 5. Categories of projects that are targeted include: neighborhood infrastructure, transportation, park and recreation, demolition and clearance, and accessibility (pedestrian) projects.

Application of the Waterloo and Cedar Falls Analysis of Impediments to Fair Housing Choice (2014) **Recommendations and Actions**

An analysis of Fair Housing Impediments was completed in 2014, and being currently updated, for the Waterloo-Cedar Falls HOME Consortium, at about the same time as the current Consolidated Plan was being completed. A draft of the Analysis is scheduled to be updated concurrently with the new 2019-2023 Consolidated Plan. Because the recommendations made in the Analysis, both the 2014 version and 2019 draft, are still relevant, the Analysis will be used when evaluating the effectiveness of fair housing initiatives for the next five years. The actions, outlined specifically for Cedar Falls, are enumerated below and will be used for this planning process.

Public Sector Impediments: Market Based

1. Limited English-Speaking Population. Conduct a four-factor analysis to determine which current systems for interpretation and translation are adequately serving the community. Ending with a Language Access Plan.
2. Focus CDBG funding on the provision of affordable rental units.
3. Consider a renter-focused CDBG-funded affordable housing project.
4. Planning departments in Consortium work together to arrange for a workshop for developers and landlords to broaden awareness of the concepts of universal design.
5. Provide incentives for employment training and apprenticeships aimed at residents of racially-impacted neighborhoods.
6. Target homeownership counseling to residents of impacted neighborhoods.

Public Sector Impediments: Policy Based

1. Cedar Falls Human Rights Commission outreach project. Determine viability of using CDBG funds to support an outreach project. Empower the Commission to enforce fair housing laws rather than referring residents to the Iowa Civil Rights Commission
2. Consortium should continue to engage in regional planning efforts to most efficiently match bus lines and stops with jobs, housing, and amenities.

Private Sector Impediments: Market Based

1. Consortium should consider testing for mortgage discrimination by a qualified entity in order to more effectively target education, outreach, referral, and enforcement activities.
2. Apply for a grant for another round of testing, with particular emphasis on race and disability, should be considered by the Consortium.

3. Legal review of nuisance and rental inspection ordinances to ensure whether enforcement is consistent with applicable fair housing laws.

SP-25: Priority Needs 91.215(a)(2)

As a result of input from focus group participants, community survey responses, elected officials, and staff, the City has identified housing, community and economic development, homelessness, supportive social and educational service needs, directly and indirectly impacting affordable housing, infrastructure, public services and homelessness prevention. The priority needs for the life of this Consolidated Plan and Strategic Plan (FFY 2019-2023), are listed below, and identified by “CP” in the table. By way of comparison, actions from the 2014 Analysis of Fair Housing Impediments are measured against the Consolidated Plan needs and integrated into the table as well and identified as “AFH” in the table.

1	Priority Need Name	Maintaining Existing Affordable Housing
	Priority Level	High
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide
	Associated Goals: CP: Consolidated Plan AFH: Analysis of Impediments to Fair Housing Choice	CP: Maintain Affordable Housing: Owner Occupied CP: Maintain Affordable Housing: Renter Occupied CP: Preserve Existing Affordable Housing Through Code Enforcement AFH: Focus CDBG Funding on Affordable Rental Units AFH: Consider Renter-Focused CDBG-Funded Affordable Housing Project AFH: Address Nuisance Property and Rental Inspection Ordinances
	Description	Preserve existing affordable housing stock in the community through rehabilitation, repair, safety or health-related abatement measures.
	Basis for Relative Priority	Focus groups, community survey, and City input
2	Priority Need Name	Increasing Affordable Housing Units
	Priority Level	High
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide
	Associated Goals: CP: Consolidated Plan AFH: Analysis of Impediments to Fair Housing Choice	CP: Maintain Affordable Housing: Owner Occupied CP: Maintain Affordable Housing: Renter Occupied AFH: Joint Workshop on Universal Design AFH: Focus CDBG Funding on Affordable Rental Units AFH: Consider Renter-Focused CDBG-Funded Affordable Housing Project
	Description	Increase the number of housing units in the community that are considered affordable.
	Basis for Relative Priority	Focus groups, community survey, City input
3	Priority Need Name	Ensuring Fair Housing for Residents
	Priority Level	High
	Population	Extremely Low and Low-Income Households
	Geographic Area Affected	Citywide
	Associated Goals: CP: Consolidated Plan AFH: Analysis of Impediments to Fair Housing Choice	CP: CDBG Planning and Administration AFH: Conduct Interpretation and Translation Analysis AFH: Joint Workshop on Universal Design AFH: Target Homeownership Counseling to Residents of Impacted Neighborhoods AFH: Human Rights Commission Empowerment and Outreach Project AFH: Test for Mortgage Discrimination; Apply for Grant to Test Validity AFH: Address Nuisance Property and Rental Inspection Ordinances
	Description	Enforce and implement affirmative fair housing certification, anti-displacement and relocation plan, acquisition and relocation requirements, lead-based paint protection including remediation, and anti-discrimination laws
	Basis for Relative Priority	Focus groups and community survey

4	Priority Need Name	Supporting Services for Homeless, Near-Homeless, Special Needs and Populations
	Priority Level	High
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide
	Associated Goals: CP: Consolidated Plan AFH: Analysis of Impediments to Fair Housing Choice	CP: Provide Access to Transportation CP: Prevent Homelessness Through Agency and Organizational Support AFH: Incent Employment Training and Apprenticeships for Residents of Impacted Neighborhoods
	Description	Offer support service, either directly through the city or contracting agencies, for persons that are homeless, near homeless, have special needs, or that are transitioning from institutional settings such that they do not become homeless
	Basis for Relative Priority	Focus groups, community survey, and City input
5	Priority Need Name	Providing Family and Children's Services
	Priority Level	High
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide and Low and Moderate Area Benefit
	Associated Goals: CP: Consolidated Plan AFH: Analysis of Impediments to Fair Housing Choice	CP: Prevent Homelessness Through Agency and Organizational Support CP: Provide Access to Transportation AFH: Target Homeownership Counseling to Residents of Impacted Neighborhoods
	Description	Support agencies and organizations that offer healthcare, substance abuse counseling and treatment, financial literacy and counseling services, sheltering, basic needs such as food, and other services in order prevent homelessness.
	Basis for Relative Priority	Focus groups, community survey, and City input
6	Priority Need Name	Promoting Infrastructure Development
	Priority Level	High
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide and Low and Moderate Area Benefit
	Associated Goals: CP: Consolidated Plan AFH: Analysis of Impediments to Fair Housing Choice	CP: Improve Infrastructure and Accessibility CP: Demolition and Clearance CP: Provide Access to Transportation CP: Neighborhood Infrastructure Improvements CP: Neighborhood Recreational Amenities AFH: Focus CDBG Funding on Affordable Rental Units
	Description	Provide infrastructure (i.e. street, water, sanitary sewer, storm sewer, drainage, parking, trees) to areas that may be identified as LMI areas by the Census Bureau
	Basis for Relative Priority	Community survey and City input
7	Priority Need Name	Promoting Neighborhood Development
	Priority Level	High
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide and Low and Moderate Area Benefit
	Associated Goals: CP: Consolidated Plan AFH: Analysis of Impediments to Fair Housing Choice	CP: Neighborhood Infrastructure Improvements CP: Demolition and Clearance CP: Provide Access to Transportation CP: Neighborhood Accessibility Improvements CP: Neighborhood Recreational Amenities AFH: Focus CDBG Funding on Affordable Rental Units
	Description	

		AFH: Regional Transit Planning Matching Service with Jobs, Housing, and Amenities AFH: Address Nuisance Property and Rental Inspection Ordinances
	Description	In order to stem possible neighborhood erosion, the City will work to offer infrastructure, amenities, and services in targeted neighborhoods, as identified by the Census Bureau as being LMI areas.
	Basis for Relative Priority	Focus groups, community survey, and City input
8	Priority Need Name	Supporting Economic Development, Business Opportunities and Commercial Building Redevelopment
	Priority Level	Moderate
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide and Low and Moderate Area Benefit
	Associated Goals: CP: Consolidated Plan AFH: Analysis of Impediments to Fair Housing Choice	CP: Neighborhood Infrastructure and Accessibility CP: Demolition and Clearance CP: Provide Access to Transportation AFH: Incent Employment Training and Apprenticeships for Residents of Impacted Neighborhoods AFH: Regional Transit Planning Matching Service with Jobs, Housing, and Amenities
	Description	Identify possible workforce for businesses and industries, as well as target areas where commercial redevelopment could occur
	Basis for Relative Priority	Focus groups, community survey and City input
9	Priority Need Name	Conducting Demolition and Clearance Activities
	Priority Level	Low
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide and Low and Moderate Area Benefit
	Associated Goals: CP: Consolidated Plan AFH: Analysis of Impediments to Fair Housing Choice	CP: Improve Infrastructure and Accessibility CP: Demolition and Clearance AFH: Consider Renter-Focused CDBG-Funded Affordable Housing Project AFH: Address Nuisance Property and Rental Inspection Ordinances
	Description	Clear lots for redevelopment
	Basis for Relative Priority	Focus groups, community survey and City input
10	Priority Need Name	Providing Effective Planning and Administration
	Priority Level	High
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide and Low and Moderate Area Benefit
	Associated Goals: CP: Consolidated Plan AFH: Analysis of Impediments to Fair Housing Choice	CP: Housing Administration CP: CDBG Administration AFH: Consider Renter-Focused CDBG-Funded Affordable Housing Project AFH: Address Nuisance Property and Rental Inspection Ordinances AFH: Conduct Interpretation and Translation Analysis AFH: Joint Workshop on Universal Design AFH: Regional Transit Planning Matching Service with Jobs, Housing, and Amenities
	Description	Provide necessary administration and planning services, as well as complete all reports, as required by the US Department of Housing and Urban Development
	Basis for Relative Priority	Focus groups, community survey, and City input

Table 13 – Priority Needs

SP-30: Influence of Market Conditions 91.215(b)

Which market characteristics will influence use of TBRA, TBRA for non-homeless special needs; New Unit production, rehabilitation, and acquisition?

Affordable Housing Type	Market Characteristics that will Influence the Use of Funds Available for Housing Type
Tenant-Based Rental Assistance (TBRA)	The City of Cedar Falls has a shortage of housing units for low-and-moderate income households (<80% of AMI), which is even more pronounced for households earning less than 50% of Area Median Income. In September 2018, the Housing Commission closed the Housing Choice Voucher waiting list, and it will remain closed until July 31 st , 2019. Closure of the waiting list was publicly implemented. Unfortunately, the need for rent assistance continues to rise in the community.
Tenant-Based Rental Assistance (TBRA) for Non-Homeless Special Needs	The City manages a Housing Choice Vouchers (Section 8) program through an internal agency. At this point, the City of Cedar Falls is not participating in a Housing Trust Fund, which could offer more TBRA assistance through at least two agencies/organizations (Operation Threshold and Exceptional Persons, Incorporated). Both of these agencies may be working with Cedar Falls residents. However, with only limited funds and the high rent prices, the number of households assisted is limited.
New Unit Production	The City of Cedar Falls continues to support development of new affordable units. However, with the demand, much of which is driven by the University of Northern Iowa, housing ownership costs remain out-of-reach for many households. Conversely, senior housing continues to be a priority for the community, and at least two organizations are building senior housing, Western Home and New Aldaya.
Rehabilitation	Rehabilitation continues to be a need for Cedar Falls homeowners in certain areas of the community. The City is often maintaining a waiting list for both its owner-occupied rehabilitation and repair programs. With that said, rehabilitation is a challenging activity insomuch as obtaining agency clearances, project approvals, and identifying contractors that are able to complete the work on-budget and in a timely fashion.
Acquisition, including Preservation	According to the Iowa Finance Authority, there are 5 privately-owned, subsidized developments in Cedar Falls containing 360 units. Subsidies are either through Low Income Housing Tax Credits or Section 8 (See Section MA-10 of this Plan.).

Table 14 – Market Conditions

Due primarily to the high cost of housing in the community, which is tied directly to the price of land and infrastructure, the City of Cedar Falls is challenged to provide affordable housing. These factors, together with the demand for housing in the community, affect the price of housing. As an aside, the demand for housing in the community is influenced by the University of Northern Iowa, which is located in the community.

SP-35: Anticipated Resources 91.215(a)(4), 91.220(c)(1,2)

The City of Cedar Falls anticipates receiving Community Development Block Grant (CDBG) funding during FFY 2019 through FFY 2023. The uses of the funds include housing rehabilitation and repair, code enforcement, access to public services, public infrastructure and neighborhood improvements, clearance and demolition of property, and planning and administration.

Explain how federal funds will leverage additional resources (private, state, and local funds), include a description of how matching requirements will be satisfied

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 order to implement most of the projects identified in this Plan, it will require additional resources to complete said projects. During prior years, projects have leveraged other sources.

Description of how match requirements will be satisfied

There are no match requirements for CDBG funding under the Entitlement Program.

If appropriate, describe the publicly owned land or property within the jurisdiction that may be used to address the needs identified in the plan

Goals, and the activities under each goal, that are categorized as Neighborhood Infrastructure Improvements (i.e. sanitary sewer, water, drainage), Neighborhood Accessibility Improvements (i.e. sidewalks, trails, curb cuts), and Neighborhood Recreational Improvements (i.e. parks, playgrounds) will likely occur on publicly-owned land. Specifically, the publicly-owned rights-of-way and parks will be used to address the needs identified in this plan.

Anticipated Resources

A summary of anticipated resources for the CDBG Entitlement and Housing Choice Voucher (HCV) Programs is shown in the table below.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public/Federal	Housing Rehab and Repair, Agency Assistance, Infrastructure Development, Community and Economic Development Efforts, Public Service Improvements, Acquisition, Planning and Administration	\$253,085	\$0	\$372,039 (Estimated)	\$625,124 (Estimated)	\$1,012,340 (Estimated)	
HCV	Public/Federal	Rent Assistance	\$1,300,000 (Estimated)	\$0	\$0	\$1,300,000 (Estimated)	\$5,200,000 (Estimated)	

Table 15 – Anticipated Resource

SP-40: Institutional Delivery Structure 91.215(k)

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Cedar Falls	Government	Economic Development, Homelessness, Non-Homeless Special Needs, Homeownership programs and improvements, Neighborhood Improvements, Public Facilities, Public Services, Planning and Administration	Jurisdiction
Iowa Northland Regional Council of Governments	Contractor	Public Administrative Contractor	Jurisdiction

Table 16 - Institutional Delivery Structure**Strengths and gaps in the delivery system; how to overcome gaps**

The strengths in the delivery system include the use of another experienced local public sector entity, INRCOG, to help the City of Cedar Falls implement their program. Further, working with the City of Waterloo has brought experience to this process. Together, both entities will help to improve the effectiveness of the program for the City and its residents

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X		X
Mortgage Assistance	X		X
Rental Assistance	X	X	X
Utilities Assistance	X	X	X
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics			
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X	X	
Education	X		
Employment and Employment Training	X	X	
Healthcare	X	X	
HIV/AIDS	X	X	
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X	X	
Other			

Table 17 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

As noted above, the City supports several agencies that address the needs of those persons that are homeless. Also, the City is participating in the Black Hawk County Local Homeless Coordinating Board (LHCB). Finally, the Cedar Falls Section 8 Program (may also be known as the Low Rent Housing Agency or Cedar Falls Housing Authority) reduces the potential for homelessness by providing rent assistance in the form of Housing Choice Vouchers.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The strengths regarding the current delivery system is that the City is financially supporting service providers that can accommodate special needs populations using their expertise and facilities, thus preventing duplication of services in the community. An additional strength is the sheer number of agencies, organization, and entities that can offer services to the community. Gaps include those caused by funding limitations and an apparent lack of service education for residents and provider coordination.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The Cedar Falls Housing Commission and City staff will continue to work to provide strategies that minimize gaps in the service delivery system. As noted, the city works with multiple non-profit and private organizations to address a host of housing and non-housing community development needs and issues. The City, at this point, is planning to continue to fund agencies, as is practicable. Further, the City has discussed continuing the conversation between local government and the agencies, organizations, and entities that participated in the public input process within this plan.

SP-45 Goals 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding Estimate	Goal Outcome Indicator
1	Maintain Existing Affordable Housing: Owner Occupied Units	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing	CDBG: \$172,500	Homeowner Housing Rehabilitated or Repaired: 11 Household Housing Units
2	Maintain Existing Affordable Housing: Renter Occupied Units	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing	CDBG: \$201,820	Rental Housing Rehabilitated or Repaired: 6 Household Housing Units
3	Preserve Existing Affordable Housing through Code Enforcement	2019	2023	Affordable Housing	Citywide and LMI Area Benefit	Maintain Existing Affordable Housing and Promote Neighborhood Development	CDBG: \$51,750	Apply Code requirements to residential units in LMI Areas: 375 Households Assisted
4	Prevent Homelessness Through Agency and Organization Support	2019	2023	Affordable Housing	Citywide	Prevent Homelessness and Offer Family and Children's Services	CDBG: \$189,800	Assist 7,500 Households; Low/Moderate Income Clientele Benefit
5	Neighborhood Infrastructure Improvements	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Infrastructure Development	CDBG: \$414,480	Assist 200 households in LMI Areas
6	Provide Access to Transportation Services	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Prevent Homelessness and Offer Family and Children's Services Support Economic Development	CDBG: \$52,420	Assist 1,000 households or offer transit service extensions to LMI Areas
7	Neighborhood Accessibility Improvements	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Infrastructure Development and Promote Neighborhood Development	CDBG: \$133,499	Assist 35 Households in LMI Areas

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding Estimate	Goal Outcome Indicator
8	Neighborhood Recreational Amenities	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Neighborhood Development and Neighborhood Infrastructure Improvements	CDBG: \$158,120	Assist 150 Households in LMI Areas
9	Demolition and Clearance	2019	2023	Non-Housing Community Development	LMI Area Benefit	Demolition and Clearance	CDBG: \$10,000	Buildings Demolished: 2 Buildings
10	CDBG Planning and Administration	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Provide Effective Planning and Administration	CDBG: \$253,075	Not Applicable

Table 18 – Goals Summary

Goal Descriptions

1	Goal Name	Maintain Existing Affordable Housing: Owner Occupied Units
	Goal Description	Continue to provide housing grants for rehabilitation, repair, accessibility and structural hazard removal grants to eligible low-and-moderate income households in order to preserve owner-occupied single-family housing stock.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objective 1 Analysis of Impediments to Fair Housing Public Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons
2	Goal Name	Maintain Existing Affordable Housing: Renter Occupied Units
	Goal Description	Create housing grants for rehabilitation, repair, accessibility, parking, and structural hazard removal grants to eligible low-and-moderate income households in order to preserve renter-occupied housing stock.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objective 1 Analysis of Impediments to Fair Housing Public Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons
3	Goal Name	Preserve Existing Affordable Housing through Code Enforcement
	Goal Description	Working with the Elected Officials, Housing Commission, and Staff, continue to equitably enforce municipal code provisions that affect the safety of housing conditions, including property and rental inspections, municipal infractions, and building and structural codes (i.e. fire, mechanical, plumbing, electrical codes). Associated expenses in low-and-moderate income areas would benefit from implementing this goal.
	Plan Reference	<ul style="list-style-type: none"> Consolidated Plan Objective 1 Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.
	National Objectives	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons
4	Goal Name	Prevent Homelessness Through Support of Agencies and Organizations
	Goal Description	Continue supporting agencies providing homeless services, including sheltering, in the community as well as providing financial counseling, nutritional, substance abuse, family services, and healthcare.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objectives 1 and 3 Analysis of Impediments to Fair Housing Public Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons; Limited Income Clientele
5	Goal Name	Neighborhood Infrastructure Improvements
	Goal Description	This goal provides for funding of infrastructure projects including street, water, sanitary sewer, stormwater management, drainage, parking, and other projects in specific neighborhoods qualifying as low-and-moderate income areas.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objective 2 Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons
6	Goal Name	Provide Access to Transportation Services
	Goal Description	Program provides funding for transportation to income-eligible households, or areas, that are dependent upon these services in order to maintain employment.

	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objectives 1 and 4 Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons
7	Goal Name	Neighborhood Accessibility Improvements
	Goal Description	Improved sidewalks, steps, walls, curb-cuts, and trails that address accessibility barriers to residents in LMI areas, as identified by the Census Bureau.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objectives 2 and 4 Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons
8	Goal Name	Neighborhood Recreational Amenities
	Goal Description	Provide funds for increasing access to healthy lifestyles and educational advancement related to parks, recreation, trees, and active living assets in LMI areas of the community.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objectives 2 and 4 Analysis of Impediments to Fair Housing Public Sector Market Based Actions and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons
9	Goal Name	Conduct Demolition and Clearance Activities
	Goal Description	The primary purpose of this project is the demolition and clearance of dilapidated structures, thus eliminating specific conditions of blight or physical decay on a local basis. Individual demolition/clearance activities will be subject to CDBG eligibility verification.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objective 2 Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons Aid in the prevention or elimination of slums or blight
10	Goal Name	CDBG Planning and Administration
	Goal Description	Provide CDBG Administrative Services, by city staff or contractors assisting city staff. The program provides effective planning and administration for CDBG programs that benefit low-and-moderate income areas and households in the community.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objectives 1, 2, 3, and 4 Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons Aid in the prevention or elimination of slums or blight

Table 19 – Goal Descriptions

SP-50: Public Housing Accessibility and Involvement 91.215(c)

The City of Cedar Falls does not own or manage public housing facilities, nor are there any located in the community, and therefore, this Consolidated Planning process did not include evaluation of the needs of public housing, attempt to increase engagement of public housing residents in the process, or address any “troubled” public housing agencies.

Encourage public housing residents to become more involved in management and participation in homeownership

Because there is no public housing, further involvement of residents was not part of this planning process.

Is Public Housing considered troubled in the jurisdiction

Again, because there is no public housing, there are no units or facilities considered “troubled” in the community

SP-55: Barriers to Affordable Housing 91.215(h)

Currently, the need for quality, affordable housing is outpacing the existence of such units in Cedar Falls. Between demand on the units by full-time residents, and that which comes with being a university community and its student housing needs, the City has demand for affordable housing.

Two public policy issues were raised during the planning process, parking paving requirements for rental properties and the inability of the current zoning ordinance to effectively address growth that includes mixing of uses, increased development densities, and market pressures in fast-growing areas of the community (i.e. Main Street). Regarding the paving requirement, since adoption of the ordinance in February 2015, the City has reviewed the requirement three separate times. The cost impact of this policy has been part of that discussion, particularly a concern about hard-surfacing gravel driveways of existing single-unit rental homes, whereas, the drive of an existing single-unit owner-occupied unit may remain gravel. CDBG funds could be used to assist qualifying properties comply with the requirement. Also, recently, the City announced it was planning to update its existing zoning ordinance, with the idea that it may choose to include both form-based and conventional zoning provisions for specific parts of the community. This may promote more dense development, which could help to preserve affordability, that is design-based, as opposed to being impacted exclusively by conventional zoning requirements, which focus on use and bulk requirements (i.e. height, setbacks, yard area).

With that said, there are several different kinds of barriers to the development or creation of affordable housing in Cedar Falls, some of which are outside of the City’s ability to control. First, the housing market, for low-income residents in Cedar Falls, is relatively expensive, with home valuation and rent costs being relatively high. Second, housing demand in the community has driven-up construction costs for both single-family and multiple-family developments. For example, significant demand for rental properties, some of which is attributed to the University of Northern Iowa student population, has increased prices dramatically, to the point of making units unaffordable for low-and-moderate income households. Third, market demand has driven the price of land upward in the community, not to mention the high costs associated with “greenfield” residential development (that which occurs on previously undeveloped land), most notably infrastructure costs. Finally, declining or static local and federal resources, which could be allocated toward affordable housing projects, coupled with ever-increasing program requirements, have also been a key impediment to addressing low-and-moderate income housing needs.

By looking at the two issues cited above, the City of Cedar Falls is taking action to ameliorate negative effects of public policy during this process. Also, the City may wish to explore public-private-nonprofit partnerships in the development of affordable housing. Nonprofit developers can build mixed income housing and attract additional resources/financing that private developers cannot, when it comes to creating new affordable housing. Said

housing may be marketed at workforce housing as opposed to being labeled affordable. Nevertheless, the City does recognize the effect that their housing market is having on the price of housing, which may affect whether or not people can afford to live in the community. Further, the City's Comprehensive Plan identifies future use including areas that may be developed at higher densities, which may help address the availability of affordable housing. Specifically, the plan identifies the following areas that may be suitable for higher density development: along University Avenue, west of Hudson Road; immediately east of the University of Northern Iowa; and intermixed with uses in the Main Street area, between 1st Street and 7th Street. The codes, specifically zoning, building, and other regulatory ordinances that the City has adopted are designed and drafted to treat properties and people uniformly and fairly. Further, fees are either "flat" or based upon the value of the improvements made to properties in an attempt to create fairness. Finally, property tax assessment is based upon valuation, as determined by the County Assessor. Regarding the levy rate for determining actual property tax amounts, they are set by the City Council as part of their annual budgeting process. Said levy rates are set by classification (property use), the percentage of which that is actually collected by the City is determined by the State of Iowa. Currently, residentially-classified property is rolled-back by the state such that local governments may only tax at a rate of approximately 55 percent of a property's market or 100 percent value. In addition, in 2015, the State adopted a rollback for multi-residential properties that was to be implemented over several years. The tax rate began at 86.25 percent of a property's market value, and over eight years, it will incrementally reduce in percentage until it is the same rollback as that of residentially-classified properties (i.e. in the 50-60 percent range). This, then, reduces property tax income for the City.

With that said, the City recognizes the higher cost of housing in their community, which may be attributed to market demand, land value, and development cost (primarily infrastructure). Obviously, then, this higher cost may not allow for persons with limited means to reside in the community. As a result, the City's participation in the Community Development Block Grant (CDBG) Entitlement Program becomes that much more important. The CDBG Entitlement has offered not only physical housing assistance in the way of rehabilitation and repair programs, the City offers assistance to residents for the services, the cost of which were borne by the Program, thus not requiring persons to have to make difficult decisions between paying for housing-related expenses and the other services they may need. It also allows for infrastructure investments, avoiding increases in other rates, taxes, or assessments for property owners because CDBG funds are used.

Strategy to remove or ameliorate negative effects of public policies that serve as barriers to affordable housing, as identified in the Needs Assessment strategy

The City has reviewed the previously-discussed parking regulation several times since adoption. Knowing that hard-surfacing is an economic impact, the rental ordinance phased it in over six years. All hard-surfacing in rental unit driveways and parking areas will be completed by 2021. In addition, it appears likely the City's current zoning ordinance may undergo significant changes that may better serve affordable housing. Further, the City will continue to study its Housing Choice Voucher program and effectiveness of how to best manage the program for participants. Finally, the City will work with developers to identify possible areas or projects that could include affordable housing units, as part of developing a Housing Needs Assessment for the community.

SP-60: Homelessness Strategy 91.215(d)

Homelessness is monitored as part of the Continuum of Care (CoC) model, as implemented through the Black Hawk County Local Homeless Coordinating Board, which is comprised of public and private sector representatives, including local governments and non-profit organizations, schools, faith-based organizations, and service and advocacy agencies. Several CoC providers took part in the focus group sessions described in this plan.

With that said, the City of Cedar Falls also allocates the maximum allowable CDBG dollars for distribution to several agencies, as has been noted. As part of those allocations, the City conducts a formal Request for Proposals (RFP) process, whereby prospective agencies outline the services they are able to offer to the City. Homelessness, prevention and avoidance of homelessness, is the overarching reason for providing CDBG funds to the selected

agencies. After award, but during the award year, the City then visits each agency to perform a monitoring of the services being offered to Cedar Falls residents. These monitoring visits are quite helpful for the City, inasmuch, as they provide an opportunity for staff to become aware of the service details, needs, and impacts. Finally, the awarded agencies from the prior year are given an opportunity to attend the City's Housing Commission Meetings to discuss their program; offer insight regarding the needs, particularly those that are unmet, of Cedar Falls residents; and assuring the City that the CDBG funds are having a positive impact on its residents.

The City addresses homelessness and special needs in the following ways. First, the City has been funding an agency, the Salvation Army, for part of their operational expenses related to operating two homeless shelters. Second, the City funds two agencies such that they may offer specific training and education that may affect a household's housing situation, by hopefully offering resources regarding financial management, abuse, and family relationships. Examples include Consumer Credit Counseling and Family and Children's Council. Third, the City offered CDBG funding for at-home healthcare, outpatient mental health services, and substance abuse counseling through two agencies, the Visiting Nurses Association and Pathways Behavioral, Incorporated. Finally, the City, using its CDBG funds, hopes to address hunger and nutritional needs by funding the Northeast Iowa Food Bank and Food Pantry. As was expected, resident needs outpaced the amount of funding the City was able to offer the agencies through the CDBG program alone. Nevertheless, the City intends to continue funding agencies that offer ancillary services to its residents with the goal of preventing or minimizing homelessness.

Strategy for reducing and ending homelessness through reaching-out to homeless persons, particularly those unsheltered persons) and assessing their individual need

Needs of the homeless are identified through 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. In addition, the Salvation Army and Northeast Iowa Food Bank have provided services directly to persons that may be homeless or in danger of becoming homeless, on behalf of the City. Finally, the City of Cedar Falls is always open to developing new partnerships and strategies designed to address homelessness.

Strategy for reducing and ending homelessness through emergency shelter and transitional housing needs of homeless persons

The City of Cedar Falls uses CDBG funds to address homelessness through funding of agency shelters, most recently the Salvation Army Women's and Children's Shelter, as well as five other agencies that indirectly affect homelessness. The Shelter used the funds provided during 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, as well as offers emergency assistance to those persons affected by disasters.

Strategy for reducing and ending homelessness through helping homeless persons that could make the transition to permanent housing and independent living, including shortening the length of time homelessness is experienced; homeless relapse prevention

The City will work with an agency that will offer shelter for persons in need, most notably those persons that may be homeless. For example, the Salvation Army Shelter provides case management and supportive services to assist homeless persons make the transition to permanent, stable housing. As previously noted, 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, as well.

Strategy for reducing and ending homelessness after being discharged from publicly funded institutions and systems of care; addressing housing, health, social services, employment, education, or youth needs.

In order to prevent homelessness, the City will participate in the Black Hawk County Local Homeless Coordinating Board, as well as address other systems of care. Again, the City of Cedar Falls has provided awards to six agencies

that offer services to residents. By doing so, the cost of these services is paid by the City, as opposed to residents, which in turn, helps stretch the budgets of served persons and prevent or minimize the threat of becoming homeless. Furthermore, these paid services assist those households that may spend 50 percent or more of their budget on housing expenses, which may threaten housing status or the immediate and/or basic needs of the assisted household. As an aside, any agencies funded will be classified as serving LMI Limited Clientele populations.

CDBG funds are used to fund 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 for providing counseling services to families and youth. Also, on provider 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, substance abuse treatment is offered, through a contracting agency, by the City for persons in need, and the regional food bank provides foodstuff for households in need of nutrition. Finally, as indicated above, the City intends to consider funding financial literacy and household budgeting courses and assistance, as well as financial management services, to residents.

SP-65: Lead-Based Paint Hazards 91.215(i)

Actions to address lead-based paint hazards and increased access to housing without lead-based hazards

The Iowa Northland Regional Council of Governments directly, or through its subcontractor, provides lead risk assessment and completes lead- based paint clearance testing on the housing rehabilitation projects in Cedar Falls. If 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. In addition, per unit rehab budgets also include funds for relocation of families impacted by lead, as well as for addressing lead hazards such that units can be considered safe.

Actions to address how lead-based hazard are related to the extent of lead poisoning and hazards

The City will continue to include lead-based hazard prevention measures in its program, including identification, testing, relocation, and remediation actions. Applicants, as a means of education, 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. Households receiving assistance through the Housing Choice Voucher program are also advised of lead hazards and units built prior to 1978 are assessed for lead hazards.

How will the plan for reduction of lead-based hazards be integrated into housing policies and programs?

As noted above, lead-based hazard reduction measures are included in all housing rehabilitation projects, the Housing Choice Voucher program, specifically in actions and budgets. These efforts will continue during the lifespan of this plan.

SP-70: Anti-Poverty Strategy 91.215(j)

Goals, program and policies for reducing the number of poverty-level families

The City of Cedar Falls is interested in retaining as well as improving the abilities of its workforce, which includes encouraging job skill development, job training, education, and other program opportunities that may arise, as a means of supporting self-sufficiency and reducing poverty. This includes working with its local businesses and industries and economic development professionals to do so. In addition, the City will work with local service providers to pursue resources and innovative partnerships to support the development of affordable housing; prevent homelessness, abuse, and substance abuse; offer housing education and literacy; and provide emergency

food and shelter.

Goals, program and policies for producing and preserving affordable housing will be coordinated with other programs designed to serve persons at the poverty level

The City staff, and/or their contractor(s), will be tasked to coordinate the services provided under the CDBG Entitlement, HOME, and Housing Choice Vouchers Programs with other programs designed to serve persons at the poverty level. Specifically, the City is hoping to develop a forum that would include the public sector and the agencies offering services to the community, which would be designed as a continuation of the discussions that occurred during the focus group meetings that were part of this planning effort.

Community outreach is key in enhancing coordination between public and private housing and social service agencies. INRCOG staff, which helps the City manage the CDBG Entitlement Program, attends Community Resource Fairs, and workshops with a number of local public service agencies and non-profit organizations. The meetings offer opportunities to foster relationships as well as identify the services each organization and/or agency is providing. By educating participating organizations on services available in the community, we are better positioned to meet the needs of the low-moderate-income individuals and households in the city.

SP-80: Monitoring 91.230

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

The City of Cedar Falls uses numerous methods of ensuring the projects funded under the CDBG Entitlement program comply with federal standards and requirements, including the National Objectives for the CDBG Program. Further, said monitoring will utilize this plan and the Analysis of Fair Housing as the foundations and impetus for actions taken and implemented using CDBG funding in the community. In short, expenditure of funds will be consistent with the goals outlined in both planning documents.

All direct housing rehabilitation and repair projects will be conducted according to prescribed requirements, including written applications, income verifications, procurement, contracting, inspections, and closeout procedures. Only low-to-moderate income households will be assisted.

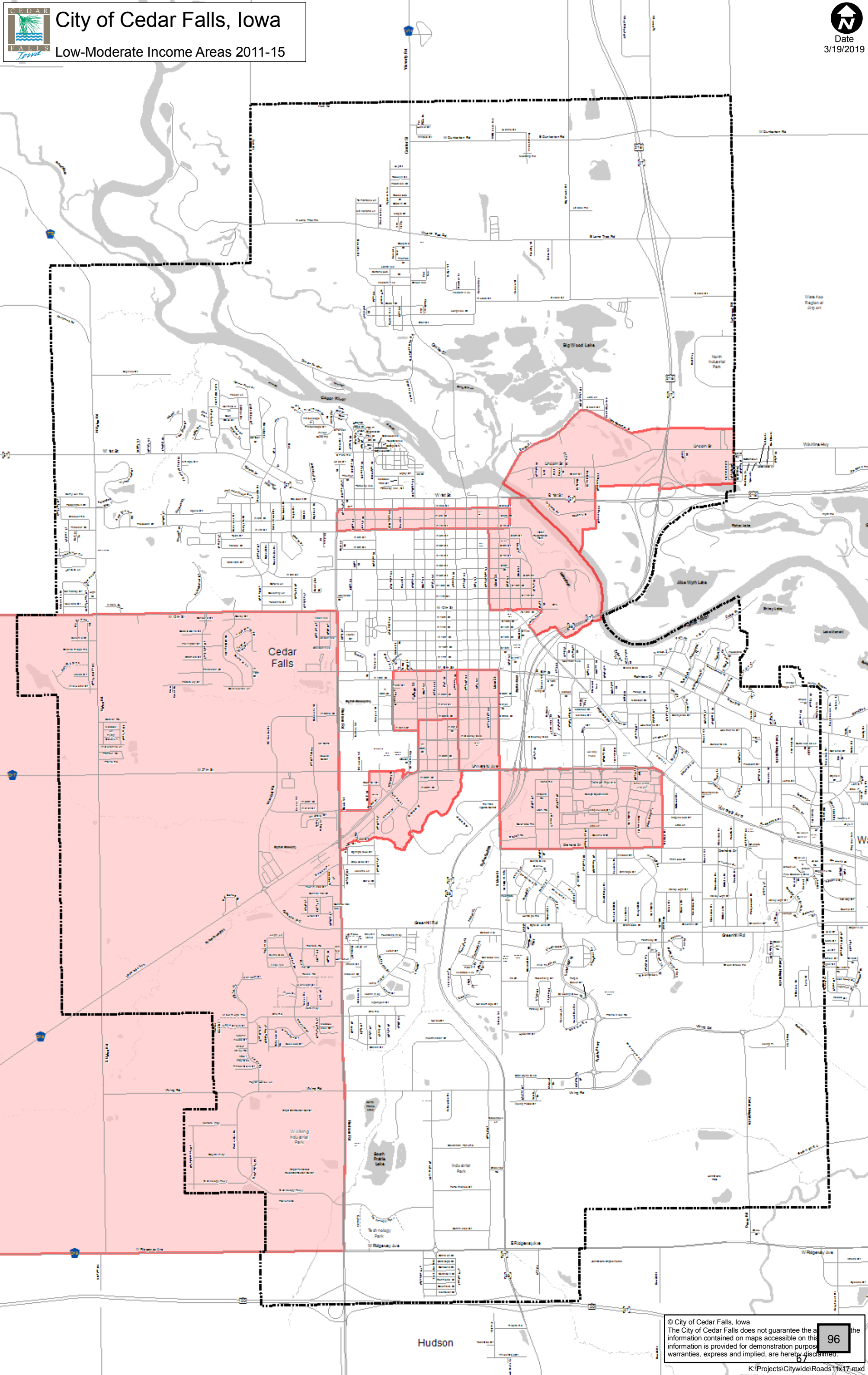
Any agencies receiving funding will be required to compete for funds, develop eligible proposals, provide quarterly reports, and be monitored for compliance and effectiveness. The City of Cedar Falls intends to continue working with public service agencies and nonprofit organizations to ensure it is reaching the goal of assisting residents with the greatest need. In addition, we will work with code enforcement and other departments to identify potential at-risk residents. Declining resources have been a key impediment to addressing needs. By networking with other agencies, we can combine multiple funding sources to provide more services to low-and-moderate income residents. Low-and-moderate income limited clientele services will be assisted, as is allowed.

City-directed projects will be implemented according to CDBG eligibility, monitoring, and reporting requirements. This will include all neighborhood projects, the scope of which shall be limited to low-and-moderate income areas, as defined by the US Census Bureau.

Finally, the Housing Commission and City Council will review and approve this Consolidated Plan, each Annual Action Plan adopted under this Consolidated Plan, as well as each Consolidated Annual Performance and Evaluation Report (CAPER), which summarizes the accomplishments and efforts made under the CDBG Entitlement Program, all after conducting the required, appropriate public input processes outlined in the City's Public Participation Plan.

All CDBG funds expended will be subject to the US Department of Housing and Urban Development and the City's

auditing and monitoring processes. In addition, planning and administrative work performed by INRCOG are subject to its independent auditing and records inspections processes as well.





**CITY OF CEDAR FALLS, IOWA
CDBG ENTITLEMENT PROGRAM
FEDERAL FISCAL YEAR 2019 (CITY FISCAL YEAR 2020) ANNUAL ACTION PLAN**

**PRELIMINARY DRAFT FOR REVIEW
APRIL 25TH, 2019**

**COMMENT PERIOD PUBLICATION (30-day public comment period, per Citizen Participation Plan):
Waterloo-Cedar Falls Courier; February 6th, 2019**

**HOUSING COMMISSION (PUBLIC) MEETINGS ON:
February 12th, 2019 (Opened the 30-day public comment period)
March 12th, 2019 (Closed the 30-day public comment period; Recommendation made to City Council)
Publication: Waterloo-Cedar Falls Courier; February 6th, 2019**

**CITY COUNCIL (PUBLIC) MEETINGS ON:
April 25th, 2019 (Council sets public hearing for May 6th, 2019)
May 6th, 2019 (Anticipated) (After a properly-noticed public hearing was conducted)
Publication: Waterloo-Cedar Falls Courier; **(date)****

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)**Introduction**

The City of Cedar Falls anticipates receiving an allocation of \$253,085 in Community Development Block Grant funding and approximately \$1.3M in Housing Choice Voucher funding for Federal Fiscal Year 2019. There are no match requirements for either CDBG under the Entitlement Program or HCV funding.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public/Federal	Housing Rehab and Repair, Agency Assistance, Infrastructure Development, Community and Economic Development Efforts, Neighborhood Improvements, Acquisition, Planning and Administration	\$253,085	\$0	\$372,039 (Estimated)	\$625,124 (Estimated)	\$1,012,340 (Estimated)	
HCV	Public/Federal	Rent Assistance	\$1,300,000 (Estimated)	\$0	\$0	\$1,300,000 (Estimated)	\$5,200,000 (Estimated)	

Table 1 – Goals Summary

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funds will be used to provide rehabilitation and repair grants for single family homeowners. Also, CDBG funds, awarded to agencies, will be used in conjunction with other agency funding sources in order to provide services to Cedar Falls households. Finally, the City will support Code Enforcement,

Neighborhood Infrastructure Improvements, Neighborhood Accessibility Improvements, and Neighborhood Recreational Improvements, and transportation services or amenities in low-to-moderate income areas of the community.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Goals, and the activities under each goal, that are categorized as Neighborhood Infrastructure Improvements (i.e. sanitary sewer, water, drainage), Neighborhood Accessibility Improvements (i.e. sidewalks, trails, curb cuts), and Neighborhood Recreational Improvements (i.e. parks, playgrounds) will likely occur on publicly-owned land. Specifically, the publicly-owned rights-of-way and parks will be used to address the needs identified in this plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding Estimate	Goal Outcome Indicator
1	Maintain Affordable Housing: Owner Occupied Units	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing	CDBG: \$16,500	Homeowner Housing Rehabilitated or Repaired: 3 Household Housing Units
2	Maintain Affordable Housing: Renter Occupied Units	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing	CDBG: \$101,320	Rental Housing Rehabilitated or Repaired: 3 Household Housing Units
3	Preserve Existing Affordable Housing through Code Enforcement	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing and Promote Neighborhood Development	CDBG: \$10,000	Apply Code requirements to residential units in LMI Areas: 75 Households Assisted
4	Prevent Homelessness Through Agency and Organization Support	2019	2023	Affordable Housing	Citywide	Prevent Homelessness and Offer Family and Children's Services	CDBG: \$37,960	Assist 1,500 Households; Low/Moderate Income Clientele Benefit
5	Neighborhood Infrastructure Improvements	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Promote Infrastructure Development	CDBG: \$251,820	Assist 140 households in LMI Areas

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding Estimate	Goal Outcome Indicator
6	Provide Access to Transportation Services	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Prevent Homelessness and Offer Family and Children's Services Support Economic Development	CDBG: \$0	Assist 0 households or offer transit service extensions to LMI Areas
7	Neighborhood Accessibility Improvements	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Infrastructure Development and Promote Neighborhood Development	CDBG: \$106,909	Assist 30 Households in LMI Areas
8	Neighborhood Recreational Amenities	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Neighborhood Development and Neighborhood Infrastructure Improvements	CDBG: \$50,000	Assist 50 Households in LMI Areas
9	Demolition and Clearance	2019	2023	Non-Housing Community Development	LMI Area Benefit	Demolition and Clearance	CDBG: \$0	Buildings Demolished: 0 Buildings
10	CDBG Planning and Administration	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Provide Effective Planning and Administration	CDBG: \$50,615	Not Applicable

Table 2 – Goals Summary

AP-35 Projects - 91.220(d)

Introduction

The projects chosen for funding allocation all serve a purpose in efforts to prevent homelessness, preserve the current housing stock of affordable homes in the area and provide services that are essential to keeping residents in their homes. These programs were designated to improve the housing stock, prevent homelessness and improve areas that meet the national objective in the community. Funds will be utilized in an efficient manner and serve those with the greatest need.

#	Project Name
1	Single-Family Owner-Occupied Rehabilitation
2	Rental Housing Rehabilitation
3	Code Enforcement
4	Agency and Organization Support
5	Neighborhood Infrastructure Improvements
6	Provide Access to Transportation Service
7	Neighborhood Accessibility Improvements
8	Neighborhood Recreational Amenities
9	Demolition and Clearance
10	CDBG Planning and Administration

Table 3 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

In order to serve Cedar Falls residents, funding will be allocated toward making housing more affordable, preserving existing affordable housing stock, increasing affordable housing, supporting low-to-moderate income neighborhood investment, and assisting citizens with accessing services. Funding will be focused on meeting two National CDBG Objectives, assisting low-to-moderate income persons and eliminating slum and blight in the community.

The primary barrier for assisted households is, and has been, the price of housing. Further, the resources available for the program outlined in this plan have been static, or even declining in some years. Conversely, the regulations and requirements associated with funded projects have increased along with administrative expenditures

Project Summary Information

1	Project Name	Single-Family Owner-Occupied Home Rehabilitation
	Target Area	City of Cedar Falls (Citywide)
	Goals Supported	Maintain Existing Affordable Housing: Owner Occupied Units
	Needs Addressed	Maintain Affordable Housing
	Funding Target	CDBG: \$16,500 (Estimated) (Construction expenses from lump sum draw)
	Description	Rehabilitation of Owner Occupied Units; LMI Households
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 3 households will benefit from the CDBG Rehabilitation Program
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613
	Planned Activities	Eligible activities expected to be conducted include (but not limited to) repair or replacement of the mechanical systems, roofs, doors, foundations, structural repair, wall and attic insulation, interior wall panels, windows and siding.
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons
2	Project Name	Rental Housing Rehabilitation
	Target Area	City of Cedar Falls (Citywide)
	Goals Supported	Maintain Existing Affordable Housing: Renter Occupied Units
	Needs Addressed	Maintain Affordable Housing; Ensure Fair Housing for Residents
	Funding Target	\$101,320 (Estimated)
	Description	Repair of Renter Occupied Units; LMI Households
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 3 households will benefit from this limited CDBG Rehabilitation Program
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613
	Planned Activities	Eligible activities expected to be conducted include (but not limited to) repair or replacement of the mechanical systems, roofs, doors, foundations, structural repair, wall and attic insulation, interior wall panels, parking, windows and siding.
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons
3	Project Name	Code Enforcement
	Target Area	City of Cedar Falls; LMI Areas
	Goals Supported	Preserve Affordable Housing Through Code Enforcement
	Needs Addressed	Maintain Existing Affordable Housing
	Funding Target	CDBG: \$10,000 (Estimated)
	Description	Funds will be used to pay for code enforcement services provided to LMI areas.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 75 households in Cedar Falls.
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613; LMI Areas
	Planned Activities	City staff inspection services for persons in LMI Areas in the community
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas

4	Project Name	Agency and Organization Support
	Target Area	City of Cedar Falls; LMI Limited Clientele
	Goals Supported	Prevent Homelessness Through Support of Agencies and Organizations
	Needs Addressed	Support for Services for Homeless, Near-Homeless, Special Needs; Provide Family and Children's Services
	Funding Target	CDBG: \$37,960 (Estimated)
	Description	Funds will be used to pay for financial education, nutrition, homelessness and sheltering, healthcare, family and children's, and substance abuse services for Cedar Falls residents who are seeking assistance that prevent homelessness.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 1,500 households or 4,000 people in the Cedar Falls area.
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613
	Planned Activities	Offer eligible services, through contracting agencies and organizations, which could prevent homelessness in the community
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons; Limited Clientele
5	Project Name	Neighborhood Infrastructure Improvements
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Neighborhood Infrastructure Improvements
	Needs Addressed	Promote Infrastructure Development
	Funding Target	CDBG: \$251,820 (Estimated)
	Description	Funds will be used to improve infrastructure, specifically sanitary sewer service, to LMI areas. Street, water, stormwater management, parking, and drainage improvements may also be funded.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 140 households in the Cedar Falls area.
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613; LMI Areas
	Planned Activities	Line sanitary sewer lines to residential units located in LMI areas in the community
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
6	Project Name	Provide Access to Transportation Services
	Target Area	City of Cedar Falls (Citywide); LMI Areas
	Goals Supported	Provide Access to Transportation Services
	Needs Addressed	Support Economic Development, Business Opportunities, and Commercial Building Redevelopment; Promote Neighborhood Development
	Funding Target	CDBG: \$0 (Estimated)
	Description	Provide access to transit services for LMI households or areas in the community
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 0 people in the Cedar Falls area.
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613; LMI Areas

	Planned Activities	Offer transit passes to LMI households or extend transit service routes and/or hours of service to LMI areas
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
7	Project Name	Neighborhood Accessibility Improvements
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Neighborhood Accessibility Improvements
	Needs Addressed	Promote Neighborhood Development
	Funding Target	CDBG: \$106,909 (Estimated)
	Description	Infill sidewalk and trail gaps in LMI areas in the community
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 30 households in the Cedar Falls area.
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613; LMI Areas
	Planned Activities	Connect service agencies, organizations, educational and recreational facilities, and similar attractions and residential neighborhoods using sidewalk, curb cuts/ADA ramps, and trails in LMI areas. This will be accomplished by infilling pedestrian improvements that will allow LMI residents access to services, attractions, and educational opportunities.
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
8	Project Name	Neighborhood Recreational Amenities
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Neighborhood Recreational Amenities
	Needs Addressed	Promote Neighborhood Development
	Funding Target	CDBG: \$50,000 (Estimated)
	Description	Install park and recreational improvements, trees, and aesthetic amenities located in parks or other public properties in LMI areas of the community
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 50 households in the Cedar Falls area.
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613; LMI Areas
	Planned Activities	Install or replace playground equipment, trees, and recreational amenities in local city parks or other public properties serving LMI areas and households
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
9	Project Name	Demolition and Clearance
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Demolition and Clearance
	Needs Addressed	Conduct Demolition and Clearance Activities
	Funding Target	CDBG: \$0 (Estimated)
	Description	The funds will be used to prevent slum and blight throughout the Cedar Falls City limits by demolishing and clearing dilapidated buildings and structures in the community
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Demolition of approximately 0 dilapidated units in the City

	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613
	Planned Activities	Demolish approximately 0 dilapidated units within the City
	CDBG National Objectives	Benefit to low-and-moderate income (LMI) persons and/or areas; Aid in the prevention or elimination of slums or blight
10	Project Name	CDBG Planning and Administration
	Target Area	City of Cedar Falls (Citywide)
	Goals Supported	All of the AAP goals are supported by this function or activity
	Needs Addressed	Provide Effective Planning and Administration
	Funding Target	CDBG: \$50,615 (Estimated)
	Description	General management, oversight and coordination of the CDBG Program, policy planning, environmental reviews, report preparation, and administration will be financed using CDBG funds
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Not Applicable
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613
	Planned Activities	Administrative and planning activities, associated with the CDBG program
	CDBG National Objectives	Benefit to low-and-moderate income (LMI) persons and/or areas; Aid in the prevention or elimination of slums or blight

Table 4 – Project Summary

AP-50 Geographic Distribution - 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG funding is used throughout the City of Cedar Falls as well as for purchasing services from a limited number of agencies that may not be located in Cedar Falls, but which will provide services to Cedar Falls residents. Our programs will serve Low-Moderate Income (LMI) households and LMI Limited Clientele agencies or organizations. The City is also intending to expend CDBG funds exclusively, for certain programs and projects, in LMI areas of the community, as defined by the US Census Bureau.

Geographic Distribution

Target Area	Percentage of Funds
City of Cedar Falls and/or its Residents	100%

Table 5 – Geographic Distribution

Rationale for the priorities for allocating investments geographically

The LMI percentage required for CDBG eligibility is 51 percent of residents. As noted above, the City plans to use funds to benefit LMI areas within the community. To that end, there are currently 7 census tracts with 8 block groups that have an LMI percentage of 51 percent or greater (ACS 2011-2015). Specifically, Census tract 2200 block group 2 and 3; tract 2301 block group 3; tract 2303 block group 1; tract 2304 block group 2; tract 2500 block group 3; tract 2603 block group 4; and tract 2604 block group 5. These areas may receive funding assistance for improving infrastructure, transportation connectivity, and park and recreational amenities and services.

Discussion

The qualifying block groups are scattered throughout the community, and the City does intend to use CDBG funding to support LMI-specific areas. Most of the agency or family support programs funded through CDBG and these programs are based on an individual household LMI determination or on a Limited Clientele basis. Rehabilitation programs, and those benefitting a specific household, will require participants to meet LMI income guidelines.

AP-55 Affordable Housing Goals – 91.220(g)

Goals: The following goals were established in this Action Plan for CDBG Use in the City.

1	Goal Name	Maintain Existing Affordable Housing: Owner Occupied Units
	Goal Description	Continue to provide housing grants for rehabilitation, repair, accessibility and structural hazard removal grants to eligible low-and-moderate income households in order to preserve owner-occupied single-family housing stock.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objective 1 Analysis of Impediments to Fair Housing Public Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons
2	Goal Name	Maintain Existing Affordable Housing: Renter Occupied Units
	Goal Description	Create housing grants for rehabilitation, repair, accessibility, parking, and structural hazard removal grants to eligible low-and-moderate income households in order to preserve renter-occupied housing stock.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objective 1 Analysis of Impediments to Fair Housing Public Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons
3	Goal Name	Preserve Existing Affordable Housing through Code Enforcement
	Goal Description	Working with the Elected Officials, Housing Commission, and Staff, continue to equitably enforce municipal code provisions that affect the safety of housing conditions, including property and rental inspections, municipal infractions, and building and structural codes (i.e. fire, mechanical, plumbing, electrical codes). Associated expenses in low-and-moderate income areas would benefit from implementing this goal.
	Plan Reference	<ul style="list-style-type: none"> Consolidated Plan Objective 1 Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.
	National Objectives	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons and/or areas
4	Goal Name	Prevent Homelessness Through Support of Agencies and Organizations
	Goal Description	Continue supporting agencies providing homeless services, including sheltering, in the community, as well as providing financial counseling, nutritional, substance abuse, family services, and healthcare.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objectives 1 and 3 Analysis of Impediments to Fair Housing Public Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons; Limited Income Clientele
5	Goal Name	Neighborhood Infrastructure Improvements
	Goal Description	This goal provides for funding of infrastructure projects including street, water, sanitary sewer, stormwater management, parking, and other projects in specific neighborhoods qualifying as low-and-moderate income areas.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objective 2 Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons and/or areas
6	Goal Name	Provide Access to Transportation Services
	Goal Description	Program provides funding for transportation to income-eligible households, or areas, that are dependent upon these services in order to maintain employment.

	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objectives 1 and 4 Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons and/or areas
7	Goal Name	Neighborhood Accessibility Improvements
	Goal Description	Improved sidewalks, steps, walls, curb-cuts, and trails that address accessibility barriers to residents in LMI areas, as identified by the Census Bureau.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objectives 2 and 4 Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons and/or areas
8	Goal Name	Neighborhood Recreational Amenities
	Goal Description	Provide funds for increasing access to healthy lifestyles and educational advancement related to parks, recreation, trees, and active living assets in LMI areas of the community.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objectives 2 and 4 Analysis of Impediments to Fair Housing Public Sector Market Based Actions and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons and/or areas
9	Goal Name	Conduct Demolition and Clearance Activities
	Goal Description	The primary purpose of this project is the demolition and clearance of dilapidated structures, thus eliminating specific conditions of blight or physical decay on a local basis. Individual demolition/clearance activities will be subject to CDBG eligibility verification.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objective 2 Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons and/or areas Aid in the prevention or elimination of slums or blight
10	Goal Name	CDBG Planning and Administration
	Goal Description	Provide CDBG Administrative Services, by city staff or contractors assisting city staff. The program provides effective planning and administration for CDBG programs that benefit low-and-moderate income areas and households in the community.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objectives 1, 2, 3, and 4 Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons and/or areas Aid in the prevention or elimination of slums or blight

Table 6 – Goal Description

AP-60 Public Housing – 91.220(h)

The City of Cedar Falls does not own or manage public housing facilities, nor are there any located in the community, and therefore, this Action Planning process did not include evaluation of the needs of public housing, increasing engagement of public housing residents in the process, or addressing a “troubled” public housing agency.

AP-65 Homeless and Other Special Need Activities – 91.220(i)

To address homeless and special needs populations, the City of Cedar Falls uses the maximum allowable dollars for distribution to several agencies, as has been noted. The allocation process includes a formal Request for Proposals (RFP) process, whereby prospective agencies outline the services that they can offer to the City. The City conducts onsite monitoring visits to each agency receiving funds. These monitoring visits help ensure that quality services are being delivered while providing an opportunity for staff to become more aware of the service details, needs, and impacts. Finally, the awarded agencies from the prior year are given an opportunity to attend a City Housing Commission Meeting to discuss their program; offer insight regarding needs, particularly those that are unmet; and assuring the City that the CDBG funds are having a positive impact on its residents.

The City addresses homelessness and special needs in the following ways. First, the City funds agencies where expenses relate to operating homeless shelters (Salvation Army in prior years). Second, the City also funds agencies such that they may offer specific training and education that may affect a household’s needs, by hopefully offering resources regarding financial management, abuse, and family relationships, credit counseling and Family and Children’s Council. Third, the City offered CDBG funding for at-home healthcare, outpatient mental health services, and substance abuse counseling. Finally, the City, using its CDBG funds, hopes to address hunger and nutritional needs by funding the regional food bank. As is generally expected, resident needs outpace the amount of funding the City is able to offer the agencies through the CDBG program alone.

AP-70: HOPWA Goals – 91.220(l)(3)

The City of Cedar Falls is not a HOPWA recipient.

AP-75 Barriers to Affordable Housing – 91.220(j)

Currently, the need for quality, affordable housing is outpacing the existence of such units in Cedar Falls. Between demand on the units by full-time residents, and that which comes with being a university community and its student housing needs, the City has demand for affordable housing.

Two public policy issues were raised during the planning process, parking paving requirements for rental properties and the inability of the current zoning ordinance to effectively address growth that includes mixing of uses, increased development densities, and market pressures in fast-growing areas of the community (i.e. Main Street). Regarding the paving requirement, since adoption of the ordinance in February 2015, the City has reviewed the requirement three separate times. The cost impact of this policy has been part of that discussion, particularly a concern about hard-surfacing gravel driveways of existing single-unit rental homes, whereas, the drive of an existing single-unit owner-occupied unit may remain gravel. CDBG funds could be used to assist qualifying properties comply with the requirement. Also, recently, the City announced it was planning to update its existing zoning ordinance, with the idea that it may choose to include both form-based and conventional zoning provisions for specific parts of the community. This may promote more dense development, which could help to preserve affordability, that is design-based, as opposed to being impacted exclusively by conventional zoning requirements, which focus on use and bulk requirements (i.e. height, setbacks, yard area).

With that said, there are several different kinds of barriers to the development or creation of affordable housing in Cedar Falls, some of which are outside of the City’s ability to control. First, the housing market, for low-income residents in Cedar Falls, is relatively expensive, with home valuation and rent costs being relatively high. Second,

housing demand in the community has driven-up construction costs for both single-family and multiple-family developments. For example, significant demand for rental properties, some of which is attributed to the University of Northern Iowa student population, has increased prices dramatically, to the point of making units unaffordable for low-and-moderate income households. Third, market demand has driven the price of land upward in the community, not to mention the high costs associated with “greenfield” residential development (that which occurs on previously undeveloped land), most notably infrastructure costs. Finally, declining or static local and federal resources, which could be allocated toward affordable housing projects, coupled with ever-increasing program requirements, have also been a key impediment to addressing low-and-moderate income housing needs.

By looking at the two issues cited above, the City of Cedar Falls is taking action to ameliorate negative effects of public policy during this process. Also, the City may wish to explore public-private-nonprofit partnerships in the development of affordable housing. Nonprofit developers can build mixed income housing and attract additional resources/financing that private developers cannot, when it comes to creating new affordable housing. Said housing may be marketed at workforce housing as opposed to being labeled affordable. Nevertheless, the City does recognize the effect that their housing market is having on the price of housing, which may affect whether or not people can afford to live in the community. Further, the City’s Comprehensive Plan identifies future use including areas that may be developed at higher densities, which may help address the availability of affordable housing. Specifically, the plan identifies the following areas that may be suitable for higher density development: along University Avenue, west of Hudson Road; immediately east of the University of Northern Iowa; and intermixed with uses in the Main Street area, between 1st Street and 7th Street. The codes, specifically zoning, building, and other regulatory ordinances that the City has adopted are designed and drafted to treat properties and people uniformly and fairly. Further, fees are either “flat” or based upon the value of the improvements made to properties in an attempt to create fairness. Finally, property tax assessment is based upon valuation, as determined by the County Assessor. Regarding the levy rate for determining actual property tax amounts, they are set by the City Council as part of their annual budgeting process. Said levy rates are set by classification (property use), the percentage of which that is actually collected by the City is determined by the State of Iowa. Currently, residentially-classified property is rolled-back by the state such that local governments may only tax at a rate of approximately 55 percent of a property’s market or 100 percent value. In addition, in 2015, the State adopted a rollback for multi-residential properties that was to be implemented over several years. The tax rate began at 86.25 percent of a property’s market value, and over eight years, it will incrementally reduce in percentage until it is the same rollback as that of residentially-classified properties (i.e. in the 50-60 percent range). This, then, reduces property tax income for the City.

With that said, the City recognizes the higher cost of housing in their community, which may be attributed to market demand, land value, and development cost (primarily infrastructure). Obviously, then, this higher cost may not allow for persons with limited means to reside in the community. As a result, the City’s participation in the Community Development Block Grant (CDBG) Entitlement Program becomes that much more important. The CDBG Entitlement has offered not only physical housing assistance in the way of rehabilitation and repair programs, the City offers assistance to residents for the services, the cost of which were borne by the Program, thus not requiring persons to have to make difficult decisions between paying for housing-related expenses and the other services they may need. It also allows for infrastructure investments, avoiding increases in other rates, taxes, or assessments for property owners because CDBG funds are used.

AP-85 Other Actions - 91.220(k)

Introduction

The City of Cedar Falls is able to address obstacles to meeting the underserved needs through networking with public service agencies and nonprofit organizations to prevent homelessness and provide affordable housing to Cedar Falls residents. Also, the City is working to maintain the affordable housing stock in the area and provide decent and safe conditions to its residents.

Actions planned to address obstacles to meeting underserved needs

The City of Cedar Falls will continue to work with public service agencies and nonprofit organizations to ensure we are reaching the goal of assisting residents with the greatest need. In addition, we will work with code enforcement and other departments to identify potential at-risk residents. Declining resources have been a key impediment to addressing needs. By networking with other agencies, we can combine multiple funding sources to provide more services to low-and-moderate income residents.

Actions planned to foster and maintain affordable housing

Cedar Falls continues to work to foster and maintain affordable housing. The Housing Rehabilitation and Repair Programs assist qualified homeowners with substantial home rehabilitation or repairs to existing units. Funding has also been provided to provide financial education classes and planning, as well as family support services. Habitat for Humanity encourages affordable housing through new construction and housing rehabilitation programs that they manage within the community. In addition, the City offers reduced refuse, sewer and storm water fees to households below the 50% income guidelines. This is accomplished by the City using its general funds to assist, which in-turn lowers the cost of housing.

Actions planned to reduce lead-based paint hazards

The Iowa Northland Regional Council of Governments directly, or through its subcontractor, provides lead risk assessment and completes lead-based paint clearance testing on the housing rehabilitation projects in Cedar Falls. The City will continue to work with local, county, regional and other government agencies to achieve lead safe homes. The city provides "Protect Your Family from Lead in Your Home" brochure to educate CDBG applicants about the dangers of lead in the home.

Actions planned to develop institutional structure

The City, including Community Development Department and its Section 8 Housing Choice Voucher Program (which may also be known as the Cedar Falls Low Rent Housing Agency or Cedar Falls Housing Authority), and their contractor, the Iowa Northland Regional Council of Governments will work to strengthen the institutional structure used to manage the CDBG Entitlement Program. Together, they will also work to close the housing delivery gap between public and non-public organizations in the community. Said organizations will also address the gap that exists with regard to private housing industry participation in developing the City's institutional structure. Specifically, the Section 8 Housing Choice Voucher Program will work with private industry to increase and maintain affordable housing stock for low-to-moderate income households. Through experience, participation in local, regional (PHA Director Association), state (Iowa NAHRO, Iowa Association of Housing Officials), and national (NAHRO, American Planning Association) housing and planning organizations, educational opportunities, and peer-to-peer exchanges with other CDBG Entitlement recipients, staff-members will become more proficient in executing, managing, assessing, and anticipating change within the program. Further, the same entities, together with the City of Waterloo Community Development Department, will continue to do likewise with the institutional

structure associated with administering the HOME Program.

Actions planned to reduce the number of poverty-level families

Cedar Falls has incorporated the Continuum of Care approach, providing an integrated system of services and programs to meet the various needs of individuals as they progress toward financial self-sufficiency. Cedar Falls has worked with local service providers to pursue resources and innovative partnerships to support the development of affordable housing; prevent homelessness, abuse, and substance abuse; offer housing education and literacy; and provide emergency food and shelter.

Actions planned to enhance coordination between public and private housing and social service agencies

Community outreach is key in enhancing coordination between public and private housing and social service agencies. Staff attends Community Resource Fairs, and workshops with a number of local public service agencies and non-profit organizations. The meetings offer opportunities to foster relationships as well as identify the services each organization and/or agency is providing. By educating participating organizations on services available in the community, we are better positioned to meet the needs of the low-moderate-income individuals and households in the city.

AP-90 Program Specific Requirements - CDBG 91.220(I)(1)

CDBG-funded projects that are expected to be available during the year are identified in the Projects Summary Table (AP-35) above. The following identifies any program income that may available for use in said projects.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0
2. The amount of proceeds from Section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	\$0
3. The amount of surplus funds from urban renewal settlements	\$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	\$0
5. The amount of income from float-funded activities	\$0
Total Program Income:	\$0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70 percent of CDBG funds is used to benefit persons of low-and-moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

AP-90: Program-Specific Requirements-HOME 91.220(I)(2)

The City of Cedar Falls is not a direct HOME recipient. It is part of a consortium with the City of Waterloo, Iowa.

AP-90: Program-Specific Requirements-ESG 91.220(I)(4)

The City of Cedar Falls is not an ESG recipient.

AP-90: Program-Specific Requirements-HOPWA 91.220(I)(3)

The City of Cedar Falls is not a HOPWA recipient.

AP-90: HTF Specific Review 91.220(I)(5)

The City of Cedar Falls does not administer HTF funds.

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Cedar Falls, Iowa

* b. Employer/Taxpayer Identification Number (EIN/TIN):

42-6004332

* c. Organizational DUNS:

1698469120000

d. Address:

* Street1:

220 Clay Street

Street2:

* City:

Cedar Falls

County/Parish:

* State:

IA: Iowa

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

50613-2726

e. Organizational Unit:

Department Name:

Community Development

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms

* First Name:

Stephanie

Middle Name:

* Last Name:

Sheetz

Suffix:

Title: Director of Community Development

Organizational Affiliation:

* Telephone Number:

(319) 273-8600

Fax Number:

(319) 273-8610

* Email: Stephanie.Sheetz@cedarfalls.com

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

US Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant/Entitlement Grants Program

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Cedar Falls CDBG Entitlement Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="253,085.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="253,085.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:



* Date Signed:



ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.



PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

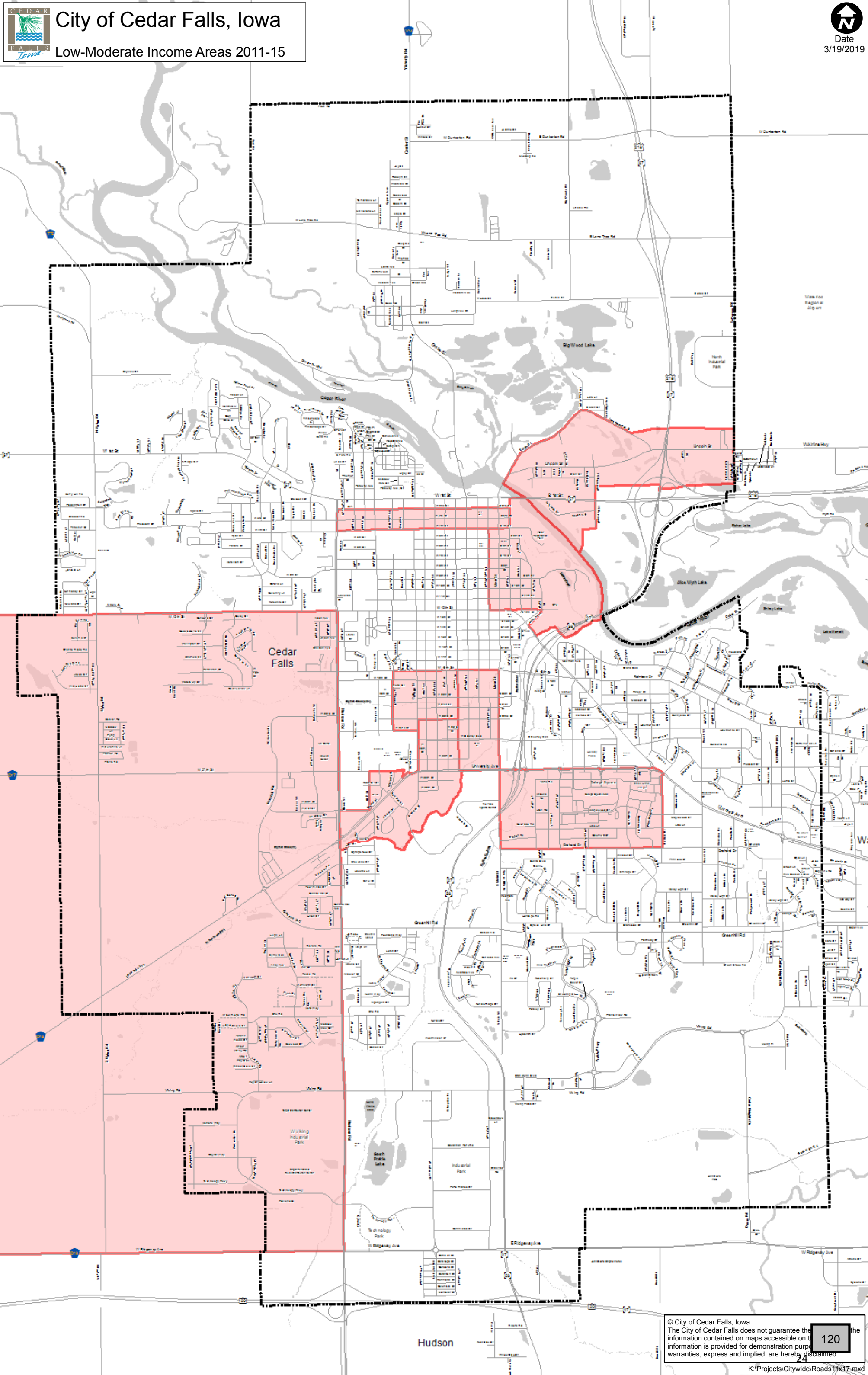
As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE <div data-bbox="899 1339 1515 1381">Mayor of Cedar Falls, Iowa</div>
APPLICANT ORGANIZATION <div data-bbox="87 1480 876 1526">City of Cedar Falls, Iowa</div>	DATE SUBMITTED 

SF-424D (Rev. 7-97) Back



ORDINANCE NO. 2939

AN ORDINANCE REPEALING AND REPLACING SECTION 26-181 (FORMERLY 29-160), CHN, COLLEGE HILL NEIGHBORHOOD OVERLAY ZONING DISTRICT, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26 (FORMERLY 29), ZONING OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA (Case # TA19-001)

WHEREAS, it is the purpose of the College Hill Neighborhood Overlay Zoning District to regulate development and land uses within the College Hill Neighborhood and to provide guidance for building and site design standards, maintenance and development of the residential and business districts in a manner that complements the University of Northern Iowa campus, promotes community vitality and safety, and strengthens commercial enterprise; and

WHEREAS, these amendments add a definition of “mixed-use building” and establish standards for said mixed-use buildings, including parking requirements and building design standards to encourage new development and revitalization of the College Hill business district and areas immediately adjacent to the University of Northern Iowa campus; and

WHEREAS, these amendments delete ambiguous language from the College Hill Overlay Zoning District standards that have created uncertainty in the market and in the community regarding parking requirements for upper floor residential dwelling units within mixed-use buildings;

WHEREAS, these amendments provide consistency between the parking requirements for mixed-use buildings in the C-3 (College Hill Business District) and multiple dwelling buildings in the R-3 and R-4 Zoning Districts located within the College Hill Overlay District;

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

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

That Section 26-181, CHN, College Hill Neighborhood Overlay Zoning District, of Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning is hereby repealed in its entirety and the following Section 26-181, is enacted in lieu thereof, as follows:

Sec. 26-181. CHN College Hill Neighborhood Overlay Zoning District.

In the College Hill Neighborhood Overlay Zoning District, the following provisions, regulations and restrictions shall apply:

- (1) *Boundaries.* The College Hill Neighborhood Overlay Zoning District (CHN district) boundaries are shown in the College Hill neighborhood master plan and legally described in attachment A. (Said attachment is not set out at length herein but is on file in the office of the city planner.)
- (2) *Purpose and intent.*
 - a. The purpose of the College Hill Neighborhood Overlay Zoning District is to regulate development and land uses within the College Hill neighborhood and to provide guidance for building and site design standards, maintenance and development of the residential and business districts in a manner that complements the University of Northern Iowa campus, promotes community vitality and safety and strengthens commercial enterprise. New structures, including certain types of fences, certain modifications to existing structures and certain site improvements and site maintenance shall conform to this section.
 - b. The provisions of this section shall apply in addition to any other zoning district regulations and requirements in which the land may be classified. In the case of conflict, the most restrictive provisions shall govern unless otherwise expressly provided in this section.
- (3) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Bedroom means a room unit intended for sleeping purposes containing at least 70 square feet of floor space for each occupant. Neither closets nor any part of a room where the ceiling height is less than five feet shall be considered when computing floor area.

Change in use means and include residential uses changed from single-unit to two-unit or two-unit to multi-unit or to any increase in residential intensity within a structure (i.e., change from duplex to fraternity house). The term "change in use" shall also apply to changes in use classifications (i.e., residential to commercial).

Fraternity/sorority means residential facilities provided for college students and sponsored by university affiliated student associations. Such facilities may contain individual or common sleeping areas and bathroom facilities but shall provide common kitchen, dining, and lounging areas. Such facilities may contain more than one unit.

Greenway means open landscaped area maintained for floodplain protection, stormwater management and public access. Such area may contain pedestrian walkways or bicycle pathways but is not intended for regular or seasonal usage by motorized recreational vehicles.

Landscaped area means an area not subject to vehicular traffic, which consists of living landscape material including grass, trees and shrubbery.

Lot split, property transfer means not a subdivision plat where a new lot is being created; includes any transfer of small segments of property or premises between two abutting properties, whether commonly owned or owned by separate parties, where one property (the "sending property") is dedicating or deeding additional land to another abutting property (the "receiving property").

Mixed-Use Building means a building designed for occupancy by a minimum of two different uses. Uses generating visitor or customer traffic (such as retail, restaurants, personal services) are typically located on the ground floor facing the street, whereas uses generating limited pedestrian activity (such as office or residential uses) are typically located on upper floors or behind street-fronting commercial uses.

Neighborhood character. The College Hill neighborhood area is one of the city's oldest and most densely populated neighborhoods. As the University of Northern Iowa has grown the original single-unit residential neighborhood surrounding the campus area has been transformed into a mixture of single-unit, duplex and multiple unit dwelling units along with a few institutional uses and other university-related uses such as fraternities and sorority houses. These various uses are contained in a variety of underlying zoning districts (i.e., R-2, R-3, R-4 Residential and C-3 Commercial Districts). Architectural styles vary significantly among existing building structures while differing land uses and building types are permitted in different zoning districts. When references are made in this article to preservation of neighborhood character, uniformity of building scale, size, bulk and unusual or widely varying appearance are of primary concern regardless of the nature of the proposed building use.

New construction, including significant improvements to existing structures, shall be of a character that respects and complements existing neighborhood development. The following variables or criteria shall be used in determining whether a newly proposed construction or building renovation is in keeping with the character of the neighborhood:

1. Overall bulk/size of the building;
2. Overall height of the building;
3. Number of proposed dwelling units in comparison to surrounding properties;
4. Lot density (lot area divided by number of dwelling units);
5. Off-street parking provision;
6. Architectural compatibility with surrounding buildings.

Parking area means that portion of a parcel of land that is improved and designated or commonly used for the parking of one or more motor vehicles.

Parking lot means that area improved and designated or commonly used for the parking of three or more vehicles.

Parking space (also parking stall) means an area measuring at least nine feet wide and 19 feet long for all commercial, institutional or manufacturing uses or eight feet wide and 18 feet long for residential uses only, connected to a public street or alley by a driveway not less than ten feet wide, and so arranged as to permit ingress and egress of motor vehicles without moving any other vehicle parked adjacent to the parking space.

Premises means a lot, plot or parcel of land including all structures thereon.

Residential Building: Any building that is designed and/or used exclusively for residential purposes, but not including a tent, cabin or travel trailer.

Residential conversion means the alteration or modification of a residential structure that will result in an increase in the number of rooming units or dwelling units within the residential structure. The addition or creation of additional rooms within an existing rooming unit or dwelling unit does not constitute a residential conversion.

Structural alteration means any alteration, exterior or interior that alters the exterior dimension of the structure. This provision shall apply to residential, commercial and institutional uses including churches or religious institutions.

Substantial improvement means any new construction within the district or any renovation of an existing structure, including the following:

1. Any increase in floor area or increased external dimension of a residential or commercial structure. Additional bedrooms proposed in an existing duplex or multi-unit residence shall

be considered a substantial improvement. Bedroom additions to single-unit residences shall not be considered to be a substantial improvement.

2. Any modification of the exterior appearance of the structure by virtue of adding or removing exterior windows or doors. Repair or replacement of existing windows or doors which does not result in any change in the size, number or location of said windows and doors shall not be considered to be a substantial improvement.
3. Any structural alteration that increases the number of bedrooms or dwelling units. Interior room additions, including bedroom additions, may be made to single-unit residential structures without requiring additional on-site parking.
4. All facade improvements, changes, alterations, modifications or replacement of existing facade materials on residential or commercial structures. Routine repair and replacement of existing siding materials with the same or similar siding materials on existing structures shall be exempt from these regulations.
5. Any new, modified or replacement awnings, signs or similar projections over public sidewalk areas.
6. Any increase or decrease in existing building height and/or alteration of existing roof pitch or appearance. Routine repair or replacement of existing roof materials that do not materially change or affect the appearance, shape or configuration of the existing roof shall not be considered a substantial improvement.
7. Any construction of a detached accessory structure measuring more than 300 square feet in base floor area for a residential or commercial principal use.
8. Any increase in area of any existing parking area or parking lot or any new construction of a parking area or parking lot, which existing or new parking area or parking lot contains or is designed to potentially accommodate a total of three or more parking stalls.
9. Any proposed property boundary fence, which utilizes unusual fencing materials such as stones, concrete blocks, logs, steel beams or similar types of atypical or unusual fence materials. Standard chain-link fences, wooden or vinyl privacy fences shall be exempt from these provisions.
10. Demolition and removal of an entire residential, commercial or institutional structure on a property shall not be considered a substantial improvement.

(4) *Administrative review.*

- a. *Applicability.* The provisions of this section shall constitute the requirements for all premises and properties that lie within the boundaries of the College Hill neighborhood overlay zoning district. This section and the requirements stated herein shall apply to all new construction, change in use, structural alterations, substantial improvements or site improvements including:
 1. Any substantial improvement to any residential, commercial or institutional structure, including churches.
 2. Any new construction, change in use, residential conversion or structural alteration, as defined herein, for any structure.
 3. Any new building structure including single-unit residences.
- b. *Emergency repairs.* In the case of emergency repairs required as the result of unanticipated building or facade damages due to events such as fire, vandalism, flooding or weather-related damages, site plan review by the planning and zoning commission and the city council will not be required for completion of said emergency repairs, provided that the extent of damages and

cost of said repairs are less than 50 percent of the value of the structure. However, said emergency repairs along with cost estimates related to the extent of building structural damages shall be verified by the city planner in conjunction with the city building inspector. Said emergency repairs, to the extent possible, shall repair and re-establish the original appearance of the structure. In the event that said emergency repairs result in dramatic alteration of the exterior appearance of the structure as determined by the city planner, the owner of the property shall make permanent repairs or renovations that re-establish the original appearance of the structure with respect to facade features, window and door sizes, locations and appearances of said windows and doors within six months following completion of said emergency repairs. Said emergency repairs shall not alter the number, size or configuration of pre-existing rooms, bedrooms or dwelling units within the structure.

- c. *Submittal requirements.* Applicants for any new construction, change in use, structural alteration, facade alteration, residential conversion, substantial improvement, parking lot construction or building enlargement shall submit to the city planning division an application accompanied by such additional information and documentation as shall be deemed appropriate by the city planner in order for the planning division to properly review the application. The required application for any project may include one or more of the following elements depending upon the nature of the application proposal. Some applications will require submittal of more information than other types of applications. The city planner will advise the applicant which of these items need to be submitted with each application with the goal of providing sufficient information so that decision makers can make an informed decision on each application.
1. Written description of building proposal, whether a new structure, facade improvement, parking lot improvement, building addition, etc. The name and address of the property owner and property developer (if different) must be provided;
 2. Building floor plans;
 3. Building materials;
 4. Dimensions of existing and proposed exterior building "footprint";
 5. Facade details/exterior rendering of the structure being modified, description of proposed building design elements including, but not limited to, building height, roof design, number and location of doors and windows and other typical facade details;
 6. Property boundaries, existing and proposed building setbacks;
 7. Parking lot location, setbacks, parking stall locations and dimensions along with parking lot screening details;
 8. Lot area and lot width measurements with explanation if any portion of an adjacent lot or property is being transferred to the property under consideration;
 9. Open green space areas and proposed landscaping details with schedule for planting new landscaping materials;
 10. Trash dumpster/trash disposal areas;
 11. Stormwater detention/management plans.

Following submittal of the appropriate application materials as determined by the city planner, said application materials shall be reviewed by the city planning and zoning commission and the city council to determine if the submittal meets all chapter requirements and conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning and landscape architecture. The commission may recommend and the city council may approve the application as

submitted, may deny the application, or may require the applicant to modify, alter, adjust or amend the application as deemed necessary to the end that it preserves the intent and purpose of this section to promote the public health, safety and general welfare.

(5) *District requirements and criteria for review.*

- a. Minimum on-site parking requirements. The following standards shall apply in the College Hill Neighborhood Overlay District and shall govern if different from the requirements listed in Section 26-220, Off-street parking spaces.
 1. Single-unit Dwelling: Two parking stalls per dwelling.
 2. *Single-unit Dwelling, renter-occupied*: Two parking stalls per dwelling unit plus one additional parking stall for each bedroom in excess of two bedrooms.
 3. Two-unit Dwelling: Two stalls per dwelling units plus one additional stall for each bedroom in each dwelling unit in excess of two bedrooms.
 4. Multiple Dwelling: Two stalls per dwelling unit plus one additional stall for each bedroom in excess of two bedrooms. One additional stall shall be provided for every five units in excess of five units for visitor parking.
 5. Non-residential uses in the C-3 District: No parking required.
 6. Dwelling units within Mixed-Use Buildings in the C-3 District: One parking stall per bedroom, but not less than one stall per dwelling unit, except as follows. For mixed-use buildings constructed prior to January 1, 2019, parking is not required for existing dwelling units. In addition, for mixed-use and commercial buildings constructed prior to January 1, 2019, parking is not required for upper floor space that is converted to residential use.
 7. Dwelling units within Mixed-Use Buildings in zones other than the C-3 District: Two stalls per dwelling unit plus one additional stall for each bedroom in excess of two bedrooms. One additional stall shall be provided for every five units in excess of five units for visitor parking.
 8. Boardinghouse/roominghouse: Five stalls plus one stall for every guest room in excess of four guest rooms.
 9. Fraternity/sorority: Five parking stalls plus one stall for every two residents in excess of four residents.
 10. Where fractional spaces result, the number required shall be the next higher whole number.
 11. Bicycle accommodations: All new multi-unit residential facilities are encouraged to provide for the establishment of bicycle racks of a size appropriate for the anticipated residential occupancy of the facility. A general suggested bike parking standard is two bike stalls per residential unit. For commercial projects, if lot area is available, bike racks are encouraged to be installed in conjunction with the commercial project.
- b. Parking lot standards.
 1. All newly constructed or expanded parking lots (three or more parking stalls) shall be hard surfaced with concrete or asphalt, provided with a continuous curb, be set back a minimum five feet from adjacent property lines or public right-of-way with the exception of alleyways, in which case a three foot permeable setback will be required, and otherwise conform to all parking guidelines as specified in this section and in section 26-220. Alternative parking lot surfaces may be considered to the extent that such surfaces provide adequate stormwater absorption rates, subject to city engineering review and

approval, while providing an acceptable surface material and finished appearance. Gravel or crushed asphalt parking lots will not be permitted. However, other types of ecologically sensitive parking lot designs will be encouraged and evaluated on a case-by-case basis.

2. Landscaping in parking lots shall be classified as either internal or peripheral. The following coverage requirements shall pertain to each classification:
 - (i) Peripheral landscaping. All parking lots containing three or more parking spaces shall provide peripheral landscaping. Peripheral landscaping shall consist of a landscaped strip not less than five feet in width, exclusive of vehicular obstruction, and shall be located between the parking area and the abutting property lines. One tree for each 25 lineal feet of such landscaping barrier or fractional part thereof shall be planted in the landscaping strip. At least one tree shall be planted for every parking lot (such as a three-stall parking lot) regardless of the lineal feet calculation. In addition to tree plantings, the perimeter of the parking lot shall be screened with shrubbery or similar plantings at least three-feet in height as measured from the finished grade of the parking lot at the time of planting for purposes of vehicular screening. The vegetative screen should present a continuous, effective visual screen adjacent to the parking lot for purposes of partially obscuring vehicles and also deflecting glare from headlights. If landscaped berms are utilized, the berm and vegetative screening must achieve at least a 3-foot tall screen at the time of installation as measured from the grade of the finished parking lot. Each such planting area shall be landscaped with grass, ground cover or other landscape material excluding paving, gravel, crushed asphalt or similar materials, in addition to the required trees, shrubbery, hedges or other planting material. Existing landscaping upon abutting property shall not be used to satisfy the requirements for said parking lot screening requirements unless the abutting land use is a parking lot.
 - (ii) Exceptions.
 - A. Peripheral landscaping shall not be required for single-unit or two-unit residential structures where the primary parking area is designed around a standard front entrance driveway and/or attached or detached residential garage. However, if an open surface parking lot containing three or more parking stalls is established in the rear yard of a two-unit residential structure, the perimeter landscaping/screening requirements as specified herein shall apply.
 - B. Peripheral landscaping shall not be required for parking lots that are established behind building structures where the parking lots do not have any public street or alley frontage or is not adjacent to any open properties such as private yards, parks or similar open areas. Examples of such a parking lot would be one designed with a multiple unit apartment facility where the parking lot is encircled with building structures within the project site and where the parking lot is completely obscured from public view by building structures.
 - C. Underground or under-building parking lots.
 - D. Aboveground parking ramps shall provide perimeter screening as specified herein around the ground level perimeter of the parking structure.
 - (iii) Internal landscaping. All parking lots measuring 21 parking stalls or more shall be required to landscape the interior of such parking lot. At least one overstory tree shall be established for every 21 parking stalls. Each tree shall be provided sufficient open planting area necessary to sustain full growth of the tree. Not less than five percent of the proposed paved area of the interior of the parking lot shall be provided as open space, excluding the tree planting areas. These additional open space areas must be

planted with bushes, grasses or similar vegetative materials. Each separate open green space area shall contain a minimum of 40 square feet and shall have a minimum width dimension of a least five feet.

- (iv) Exceptions. Internal landscaping shall not be required for vehicular storage lots, trucking/warehousing lots or for automobile sales lots. However, perimeter landscaping/screening provisions, as specified herein, shall be required for all such parking areas when they are installed or enlarged in area.
 - (v) Parking garages or parking ramps. All such facilities where one or more levels are established for parking either below ground or above ground and where structural walls provide for general screening of parked vehicles, internal landscaping shall not be provided.
 - (vi) Open green space; landscape areas. It is the intent of this regulation that in parking development sites open green space and landscape areas should be distributed throughout the parking development site rather than isolated in one area or around the perimeter of the parking lot. Trees and shrubs planted within parking areas shall be protected by concrete curbs and provide adequate permeable surface area to promote growth and full maturity of said vegetation.
3. Parking stalls must provide a minimum separation of four feet from the exterior walls of any principal structure on the property as measured from the vehicle (including vehicular overhang) to the nearest wall of the structure. No vehicular parking stall shall be so oriented or positioned as to block or obstruct any point of egress from a structure, including doorways or egress windows.
 4. No portion of required front or side yards in any residential (R) zoning district shall be used for the establishment of any parking space, parking area, or parking lot, except for those driveways serving a single- or two-unit residence. For all other uses, a single driveway no more than 18 feet in width may be established across the required front and side yards, provided that side yard driveway setbacks are observed, as an access to designated rear yard parking areas, unless said lot is dedicated entirely to a parking lot, in which case a wider driveway access will be allowed across the required yard area to access said parking lot.
 5. When a driveway or access off a public street no longer serves its original purpose as access to a garage or parking lot due to redevelopment of the property or is replaced with an alternative parking lot or parking arrangement with an alternate route of access, the original driveway access shall be re-curbed by the owner at the owner's expense and the parking/ driveway area shall be returned to open green space with grass plantings or other similar landscaping materials.
 6. Routine maintenance of existing parking areas and parking lots, including resurfacing of said areas with similar materials or with hard surfacing will be permitted without requiring review by the planning and zoning commission and city council, provided that no increase in area of said existing parking area or parking lot, or any new construction of a parking area or parking lot, which existing or new parking area or parking lot contains or is designed to potentially accommodate a total of three or more parking stalls, occurs. Any newly paved or hard surfaced parking lot, excluding those existing hard surface parking lots that are merely being resurfaced, must satisfy minimum required setbacks from the property line or alley and must provide a continuous curb around the perimeter of said improved parking lot. Hard surfacing of any existing unpaved parking area or parking lot will require an evaluation by the city engineering division regarding increased stormwater runoff/possible stormwater detention.

c. Stormwater drainage.

1. Stormwater detention requirements as outlined in section 24-338 and in section 26-94 shall apply to all newly developed parking lots and new building uses. In addition, said requirements shall apply to any existing parking lot that is resurfaced, reconstructed or enlarged subject to review by the city engineer. In those cases where no municipal storm sewer is readily available to serve a particular property or development site, the use of the property will be limited. The maximum allowable use that shall be permitted on any particular property or development site which is not served by a municipal storm sewer shall be limited to the following uses in Residential zoning districts: a parking lot; a single-unit residence; a two-unit residence; or a multi-unit residence. Provided, however, that the applicant shall be required to submit calculations, which shall be subject to review and approval by the city engineering division, that verify that the total impervious surface area on the particular property or development site that will exist immediately following completion of the proposed new development shall be no greater than the total impervious surface area on the particular property or development site that existed immediately prior to the proposed new development.
2. Soil erosion control. At the time of new site development, including parking lot construction, soil erosion control measures must be installed on the site in conformance with city engineering standards. Said soil erosion measures must be maintained until the site is stabilized to the satisfaction of the city engineering division.

d. Open space/landscaping requirements.

1. Principal permitted uses within the district shall provide minimum building setbacks as required in the zoning chapter. With the exception of construction periods said required front and side setback areas (required yards) shall be maintained with natural vegetative materials and shall not be obstructed with any temporary or permanent structure, on site vehicular parking including trailers or recreational vehicles, nor disturbed by excavations, holes, pits or established recreational areas that produce bare spots in the natural vegetation.
2. Driveways measuring no more than 18 feet in width, sidewalks and pedestrian access ways measuring no more than six feet in width may be established across the required front and side yard areas.
3. All newly constructed office or institutional buildings in the R-3 or R-4 districts and all newly constructed single unit dwelling, two-unit dwelling, or multiple dwelling in residential or commercial districts shall provide on-site landscaping within the required yard areas or in other green space areas of the property at the rate of 0.04 points per square foot of total lot area of the site under consideration for the proposed residential development or improvement. Landscaping shall consist of any combination of trees and shrubbery, subject to review and approval by the planning and zoning commission and the city council. In addition to these requirements, parking lot plantings and/or screening must be provided as specified herein. Plantings must be established within one year following issuance of a building permit. This provision shall not apply to commercial or mixed-use buildings established in the C-3 Commercial District.
4. Measured compliance. The following landscaping point schedule applies to required landscaping in all zoning districts within the College Hill neighborhood overlay district with the exception of commercial uses in the C-3 Commercial District, and shall be used in determining achieved points for required plantings. The points are to be assigned to plant sizes at time of planting/installation.

<i>Overstory Trees:</i>	
4-inch caliper or greater	100 points
3-inch caliper to 4-inch caliper	90 points
2-inch caliper to 3-inch caliper	80 points
1-inch caliper to 2-inch caliper	60 points
<i>Understory Trees:</i>	
2-inch caliper or greater	40 points
1½-inch caliper to 2-inch caliper	30 points
1-inch to 1½-inch caliper	20 points
<i>Shrubs:</i>	
5-gallon or greater	10 points
2-gallon to 5-gallon	5 points
<i>Conifers:</i>	
10-foot height or greater	100 points
8-foot to 10-foot height	90 points
6-foot to 8-foot height	80 points
5-foot to 6-foot height	40 points
4-foot to 5-foot height	30 points
3-foot to 4-foot height	20 points

- e. Fences/retaining walls.
 1. Fences shall be permitted on properties in accordance with the height and location requirements outlined in section 26-93. Zoning/land use permits shall be required for fences erected within the district.
 2. Any existing fence or freestanding wall that is, in the judgment of the building inspector, structurally unsound and a hazard to adjoining property shall be removed upon the order of the building inspector.
 3. Retaining walls may be installed on property as a measure to control soil erosion or stormwater drainage. However, said retaining walls shall be permitted only after review and approval by the city engineer.
- f. Detached accessory structures. All newly constructed detached accessory structures or expansions of existing detached accessory structures exceeding 300 square feet in base floor area proposed to be situated on residential or commercial properties shall be subject to review and approval by the planning and zoning commission and city council. Maximum allowable building height, size and location requirements for accessory structures as specified in section 26-126 shall apply. In addition to those standards, proposed detached accessory structures or expanded structures larger than 300 square feet in area shall be designed in such a manner as to be consistent with the architectural style of the principal residential or commercial

structure on the property. Similar building materials, colors, roof lines, roof pitch and roofing materials shall be established on the accessory structure to match as closely as possible those elements on the principal structure. In addition, vertical steel siding along with "metal pole barn" type construction shall not be allowed.

- g. No existing single-unit residential structure in the R-2 district shall be converted or otherwise structurally altered in a manner that will result in the creation or potential establishment of a second dwelling unit within the structure.
 - h. No duplex (two-unit) or multiple dwelling shall add dwelling units or bedrooms to any dwelling unit without satisfying minimum on-site parking requirements. If additional parking spaces are required, the entire parking area must satisfy parking lot development standards as specified herein.
 - i. No portion of an existing parcel of land or lot or plot shall be split, subdivided or transferred to another abutting lot or parcel for any purpose without prior review and approval by the city planning and zoning commission and the city council. Land cannot be transferred or split from one lot or property to be transferred to another for purposes of benefiting the receiving property while diminishing the minimum required lot area, lot width or building or parking lot setback area of the sending property. Such lot transfer or split shall not create a nonconforming lot by virtue of reduction of minimum required lot area, lot width or reduction of minimum required building or parking lot setbacks. Said lot transfer or split shall not affect any existing nonconforming property by further reducing any existing nonconforming element of the lot or property including lot area, lot width or building or parking lot setbacks in order to benefit another abutting property for development purposes. This provision shall not apply to those instances where separate lots or properties are being assembled for purposes of new building construction where existing structures on the assembled lots will be removed in order to accommodate new building construction.
 - j. Site plan revisions/amendments. All changes, modifications, revisions and amendments made to development site plans that are deemed to be major or substantial by the city planner shall be resubmitted to the planning and zoning commission in the same manner as originally required in this section. Examples of major or substantial changes shall include, but are not limited to, changes in building location, building size, property size, parking arrangements, enlarged or modified parking lots, open green space or landscaping modifications, setback areas or changes in building design elements.
 - k.
 - 1. Trash dumpster/trash disposal areas must be clearly marked and established on all site plans associated with new development or redevelopment projects. No required parking area or required parking stalls shall be encumbered by a trash disposal area.
 - 2. Large commercial refuse dumpsters and recycling bins serving residential or commercial uses shall be located in areas of the property that are not readily visible from public streets. No such dumpster or bin shall be established within the public right-of-way. All dumpsters and bins shall be affixed with a solid lid covering and shall be screened for two purposes:
 - (i) Visual screening; and
 - (ii) Containing dispersal of loose trash due to over-filling. Screening materials shall match or be complementary to the prevailing building materials.
- (6) *Design review.* Any new construction, building additions, facade renovations or structural alterations to commercial or residential structures, or substantial improvements to single-unit residences that, in the judgment of the city planner, substantially alters the exterior appearance or

character of permitted structures shall require review and approval by the city planning and zoning commission and city council.

a. *Criteria for review.*

1. Applications involving building design review. Neighborhood character, as herein defined, shall be considered in all.
2. The architectural character, materials, textures of all buildings or building additions shall be compatible with those primary design elements on structures located on adjoining properties and also in consideration of said design elements commonly utilized on other nearby properties on the same block or within the immediate neighborhood.
3. Comparable scale and character in relation to adjoining properties and other nearby properties in the immediate neighborhood shall be maintained by reviewing features such as:
 - (i) Maintaining similar roof pitch.
 - (ii) Maintaining similar building height, building scale and building proportion.
 - (iii) Use of materials comparable and similar to other buildings on nearby properties in the immediate neighborhood.
4. Mandated second entrances or fire escapes established above grade shall not extend into the required front yard area.
5. Existing entrances and window openings on the front facades and side yard facades facing public streets shall be maintained in the same general location and at the same general scale as original openings or be consistent with neighboring properties.
6. Projects involving structural improvements or facade renovations to existing structures must provide structural detail and ornamentation that is consistent with the underlying design of the original building.
7. The primary front entrances of all residential buildings shall face toward the public street. Street frontage wall spaces shall provide visual relief to large blank wall areas with the use of windows or doorways and other architectural ornamentation.

b. *Building entrances for multiple dwellings.* Main entrances should be clearly demarcated by one of the following:

1. Covered porch or canopy.
2. Pilaster and pediment.
3. Other significant architectural treatment that emphasizes the main entrance. Simple "trim" around the doorway does not satisfy this requirement.

c. *Building scale for multiple dwellings.* Street facing walls that are greater than 50 feet in length shall be articulated with bays, projections or alternating recesses according to the following suggested guidelines:

1. Bays and projections should be at least six feet in width and at least 16 inches, but not more than six feet in depth. Recesses should be at least six feet in width and have a depth of at least 16 inches.
2. The bays, projections and recesses should have corresponding changes in roofline or, alternatively, should be distinguished by a corresponding change in some architectural elements of the building such as roof dormers, alternating exterior wall materials, a change in window patterns, the addition of balconies, variation in the building or parapet

height or variation in architectural details such as decorative banding, reveals or stone accents.

- d. *Building scale for commercial buildings and mixed-use buildings.* The width of the front façade of new commercial and mixed-use buildings shall be no more than 40 feet. Buildings may exceed this limitation if the horizontal plane of any street-facing façade of a building is broken into modules that give the appearance or illusion of smaller, individual buildings. Each module should satisfy the following suggested guidelines that give the appearance of separate, individual buildings:
1. Each module should be no greater than 30 feet and no less than ten feet in width and should be distinguished from adjacent modules by variation in the wall plane of at least 16 inches depth. For buildings three or more stories in height the width module may be increased to 40 feet.
 2. Each module should have a corresponding change in roof line for the purpose of separate architectural identity.
 3. Each module should be distinguished from the adjacent module by at least one of the following means:
 - (i) Variation in material colors, types, textures.
 - (ii) Variation in the building and/or parapet height.
 - (iii) Variation in the architectural details such as decorative banding, reveals, stones or tile accent.
 - (iv) Variation in window pattern.
 - (v) Variation in the use of balconies and recesses.
- e. *Balconies and exterior walkways, corridors and lifts serving multi-unit residences.*
1. Exterior stairways refer to stairways that lead to floors and dwelling units of a building above the first or ground level floor of a building. Exterior corridors refer to unenclosed corridors located above the first floor or ground level floor of a building. Balconies and exterior stairways, exterior corridors and exterior lifts must comply with the following:
 - (i) Materials must generally match or be complementary to the building materials utilized on that portion of a building where the exterior corridor or balcony is established.
 - (ii) Unpainted wooden materials are expressly prohibited.
 - (iii) Stained or painted wood materials may only be utilized if said material and coloration is guaranteed for long-term wear and the material is compatible with the principal building materials on that portion of the building where the exterior corridor is established.
 - (iv) The design of any balcony, exterior stairway, exterior lift or exterior corridor must utilize columns, piers, supports, walls and railings that are designed and constructed of materials that are similar or complementary to the design and materials used on that portion of the building where the feature is established.
 - (v) Exterior stairways, exterior lifts, corridors and balconies must be covered with a roof similar in design and materials to the roof over the rest of the structure. Said roof shall be incorporated into the overall roof design for the structure. Alternatively, such features (stairways, lifts, corridors or balconies) may be recessed into the façade of the building.

- (vi) Exterior corridors may not be located on a street-facing wall of the building.
 - 2. Exterior fire egress stairways serving second floor or higher floors of multi-unit residences shall be allowed according to city requirements on existing buildings that otherwise are not able to reasonably satisfy city fire safety code requirements, provided the fire egress stairway or structure is not located on the front door wall of a building that faces a street. All such egress structures that are located on the front door wall of a building that faces a street, whether new or replacement of an existing egress structure, shall be subject to review by the commission and approval by the city council. Areas of review shall be general design, materials utilized and location of the proposed egress structure. On corner lots, if a side street-facing mandated access is necessary and other options are unavailable, the side-street facing wall shall be used for this egress structure. In any case, fire egress stairways must utilize similar materials as outlined above; i.e., no unpainted wooden material shall be allowed.
- f. *Building materials for multiple dwellings, commercial, and mixed-use buildings.*
- 1. For multiple dwellings, at least 30 percent of the exterior walls of the front facade level of a building must be constructed with a masonry finish such as fired brick, stone or similar material, not to include concrete blocks and undressed poured concrete. Masonry may include stucco or similar material when used in combination with other masonry finishes. The following trim elements shall be incorporated into the exterior design and construction of the building, with the following recommended dimensions to be evaluated on a case-by-case basis:
 - (i) Window and door trim that is not less than three inches wide.
 - (ii) Corner boards that are not less than three inches wide unless wood clapboards are used and mitered at the corners.
 - (iii) Frieze boards not less than five inches wide, located below the eaves.
 - 2. For commercial and mixed-use buildings, street-facing facades shall be comprised of at least 30% brick, stone, or terra cotta. These high quality materials should be concentrated on the base of the building. In the C-3 District, on street-facing facades, a minimum of 70% of the ground level floor 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. 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. 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.
 - 3. Any portion of a building with a side street façade must be constructed using similar materials and similar proportions and design as the front facade.
 - 4. Exposed, unpainted or unstained lumber materials are prohibited along any facade that faces a street-side lot line (i.e., public street frontage).
 - 5. Where an exterior wall material changes along the horizontal plane of a building, the material change must occur on an inside corner of the building.
 - 6. For buildings where the exterior wall material on the side of the building is a different material than what is used on the street facing or wall front, the street facing or wall front material must wrap around the corners to the alternate material side of the building at least three additional feet.

7. Where an exterior wall material changes along the vertical plane of the building, the materials must be separated by a horizontal band such as a belt course, soldier course, band board or other trim to provide a transition from one material to another.
- (7) *Commercial district.* The College Hill neighborhood commercial district is defined by the boundaries of the C-3 Commercial District. The district is made up primarily of commercial buildings and mixed-use buildings. However, some properties are occupied or may be occupied in the future by residential buildings. Residential buildings are to be discouraged due to the limited area available for commercial uses. Standards for residential buildings are set forth below. Dwelling units are permitted on upper floor(s) of mixed-use buildings, as set forth below. Certain uses are considered conditional uses or prohibited uses in the College Hill Neighborhood commercial district, as specified below.
- a. *Residential buildings.* Residential buildings are allowable within the district subject to planning and zoning commission and city council review and approval. In general, residential buildings are to be discouraged within the commercial district due to the limited area available for commercial establishments. In those cases where a residential building is permitted, it will be governed by minimum lot area, lot width and building setback requirements as specified in the R-4 residential zoning district. In addition, all other applicable requirements pertaining to substantial improvements or new construction of any residential building shall conform to the requirements of this section, including on-site parking, landscaping, and building setbacks, with no vehicular parking allowed in the required front and side yards, said required yards being those as defined within the R-4 residential district.
 - b. *Residential dwelling units within Mixed Use Buildings.* Residential dwelling units are allowed on upper floors of a mixed-use building. No residential dwelling unit may be established on the main floor or street level floor of a mixed-use building within the C-3 Commercial District. To provide safe access for residents of the building, there must be at least one main entrance on the street-facing façade of the building 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.
 - c. *Additional Standards for mixed-use and non-residential buildings.* To foster active street frontages, non-residential and mixed-use buildings must be placed to the front and corner of lots, and set back a minimum of 0 feet and maximum of 15 feet from street-side lot lines. The ground floor floor-to-structural ceiling height shall be 14 feet minimum. Entries to individual ground floor tenant spaces and entries to common lobbies accessing upper floor space shall open directly onto public sidewalks or publicly-accessible outdoor plazas. Thresholds at building entries shall match the grade of the adjacent sidewalk or plaza area. Entries on street-facing facades shall be sheltered by awnings or canopies that project a minimum of four feet from the building façade and must be a minimum of 8 feet above the adjacent sidewalk.
 - c. *Conditional uses.* The following uses may be allowed as a conditional use subject to review and approval by the planning and zoning commission and the city council. The proposed use must conform to the prevailing character of the district and such use shall not necessitate the use of outdoor storage areas. In addition such conditional uses must not generate excessive amounts of noise, odor, vibrations, or fumes, or generate excessive amounts of truck traffic. Examples of uses that may be allowed subject to approval of a conditional use permit are:
 - 1. Printing or publishing facility;
 - 2. Limited manufacturing activity that is directly related to the operation of a retail business conducted on the premises;
 - 3. Home supply business.

d. *Prohibited uses.* In all cases the following uses will not be allowed within the C-3 Commercial 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;
8. Billboard signs.

e. *Signage.*

1. Typical business signage shall be permitted without mandatory review by the planning and zoning commission and approval by the city council unless a proposed sign projects or extends over the public right-of-way, or a freestanding pole sign is proposed which is out of character with the prevailing height or size of similar signs, in which case planning and zoning commission review and approval by the city council shall be required. All signage within the district shall conform to the general requirements of this zoning chapter, with the exception that excessively tall freestanding signs (i.e., 30 feet or more in height) shall not be allowed.
2. Exterior mural wall drawings, painted artwork and exterior painting of any structure within the commercial district shall be subject to review by the planning and zoning commission and approval by the city council for the purpose of considering scale, context, coloration, and appropriateness of the proposal in relation to nearby facades and also in relation to the prevailing character of the commercial district.

INTRODUCED: _____ April 1, 2019

PASSED 1ST CONSIDERATION: _____ April 1, 2019

PASSED 2ND CONSIDERATION: _____ April 15, 2019

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk



Mayor Jim Brown

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

MEMORANDUM

Office of the Mayor

TO: City Council and staff
FROM: Mayor Brown
DATE: May 2nd, 2019
SUBJECT: UNI Student Liaison via Northern Iowa Student Government (NISG)

To all,

I'd like to place on the agenda for council's consideration next year's representative Rebecca Aberle to serve as the UNI Student Liaison with the city. Ms. Aberle is a sophomore majoring in Public Administration. She is from Walker, IA and would enjoy serving the NISG in this capacity.

Councilmember Blanford and I interviewed Ms. Aberle and she has met with our approval for council's consideration. She seemed to understand the premise behind the liaison position of attendance, expectation and high level of decorum.

If any questions, please let me know.



MAYOR JIM BROWN

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

MEMORANDUM

Office of the Mayor

TO: City Council
FROM: Mayor Jim Brown
DATE: April 26, 2019
SUBJECT: Appointment

I am recommending the following appointment:

Name:	Board/Commission:	Term Ending:
Paul Lee	Civil Service Commission (fills vacancy)	04/06/2020

CITY OF CEDAR FALLS, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

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

Name: Paul Robert Lee _____ Gender: Male Date: January 16, 2019

First MI Last

Home Address: 2015 Grand Blvd; Cedar Falls, IA 50613 Phone: 319-266-1365

Work Address: 1826 Black Hawk Street; Waterloo, IA 50702 Phone: 319-505-7611

Email Address: paulleecf@yahoo.com; pleebdi-usa.com Cell: 319-231-7304

Employer: BDI-USA Position/Occupation: EHS & Regulatory Manager

If Cedar Falls resident, length of residency: Since September 2008 Ward: _____

NOMINEE FOR: Civil Service Board/Commission

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

Present- Black Hawk County Gaming Board director; Boy Scouts of America- local Cubmaster, Winnebago Council VP of Membership; Council ScoutReach Commissioner; Council Advancement/Recognition Chair; National BSA Venturing Membership chair; Knights of Columbus State Deputy CEO; volunteer- St. Patrick Catholic Church; volunteer- St. Stephen the Witness Catholic Student Center; volunteer and fundraiser- UNI Dance Marathon; volunteer- UNI Nonprofit Leadership Alliance;

Past- Friends of Hartman Reserve board member and fundraiser; volunteer- Boy and Girls Clubs of the Cedar Valley; Camp Director- BSA Ingawanis Adventure Base;

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

B.A.- Nonprofit Management & Public Administration/Policy; Lindenwood University (St. Charles, MO)

Certified Nonprofit Professional- Nonprofit Leadership Alliance

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

I am an active member of the Cedar Falls/Cedar Valley community; leveraging talents and gifts among people and organization to benefit the overall community. I have been given many opportunities to engage with worthwhile causes and projects.

Are you aware of any conflict of interest, or potential conflict of interest, that may prevent you from carrying out your responsibilities on this Board/Commission in the best interest of the City of Cedar Falls? If so, please describe.

I am not aware of any current or potential conflict of interests.

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

City of Cedar Falls

CIVIL SERVICE COMMISSION Nominee's Questionnaire

1. Why do you want to serve on the Civil Service Commission?

There is a lack of diversity among many of the boards and commissions within the City of Cedar Falls. We need folks with diverse background, representing various social and economic backgrounds, representative of families with young children, or representative of the various ethnic backgrounds of the city. We need to ensure that all people feel welcomed and empowered to apply for positions with the City of Cedar Falls. I hope that, by my selection, I can represent a number of these groups of constituents.

2. Have you ever served on any other committee, board, or commission that handled personnel matters? If so, please give details.

In a number of capacities with the Boy Scouts of America, both as a paid professional and as an executive board volunteer, I have served on personnel committee or have been part of the personnel process. I served as the vice-chair for the selection committee for the current CEO of the Winnebago Council of the Boy Scouts, headquartered here in Waterloo. Within the first 12 months serving on the personnel board for the Boy Scouts, we had to restructure the entire staff, which resulted in some employees losing their positions.

3. Please provide your educational, training and employment background, specifically as it relates to personnel and employment-related issues.

Bachelor of Arts Degree- Nonprofit Management; Lindenwood University
Bachelor of Arts Degree- Public Administration/Policy; Lindenwood University
Numerous supervisor courses and workshops- Hawkeye Community College

4. Would you have any reservations about making a decision that may potentially adversely affect an employee's job position?

I would not have any reservation with making decisions.

5. Please explain your experience with personnel/human resource management.

Current service- personnel board for Winnebago Council, Boy Scouts of America
Previous service- Camp Director, BSA Ingawanis Adventure Base

6. What experience have you had with employment and employment testing?

I have assisted with the development of employment testing for various positions. In addition, I have audited employee testing programs to ensure the test matched the duties of the position.

7. Please explain your experience with employee discipline, specifically with demotions, suspensions and terminations.

I have assisted in establishing a discipline program within a company. Further, in my current position as a member of the Scouts' personnel board, I have assisted with demotions, suspensions, and terminations. As a professional, I have had to issue demotions, suspensions, and terminations.

8. What is your availability during weekdays and weeknights should meetings be scheduled during these times?

I am flexible most of the time during weekdays and weeknights for meetings. My present employment affords me flexibility in schedule, provided I am in town.

9. What experience do you have with public sector and/or union employees?

I do not have any experience with public sector and/or union employees.

Paul Lee

Signature

January 16, 2019

Date

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

April 15, 2019

The Committee of the Whole met in the Council Chambers at 6:05 p.m. on April 15, 2019, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Rob Green, Daryl Kruse, Mark Miller, and David Wieland. Staff members attended from all City Departments. Tom Nelson with the *Waterloo Courier* also attended as well as members of the community.

Mayor Brown called the meeting to order and introduced the first item on the agenda, Small Cell Siting. Stephanie Sheetz, Director of Community Development reviewed a PowerPoint presentation reviewing regulatory development for small cell wireless networks. She explained in September 2018, an FCC order was rolled out to streamline 4G and 5G wireless services. She said this will increase range and capacity in high density areas. The FCC order gave guidelines for reasonable regulations the City may enact. She said they have looked at other similar cities such as Waterloo and Dubuque. Ms. Sheetz reviewed the next steps the City will need to do, including design guidelines. She reviewed the proposed design guidelines including aesthetic provisions, location, and meeting engineering standards and City Ordinances. Mayor Brown opened it up for discussion. After discussion David Wieland motioned to adopt the proposed design guidelines and set an application fee. Rob Green seconded the motion. The motion carried unanimously.

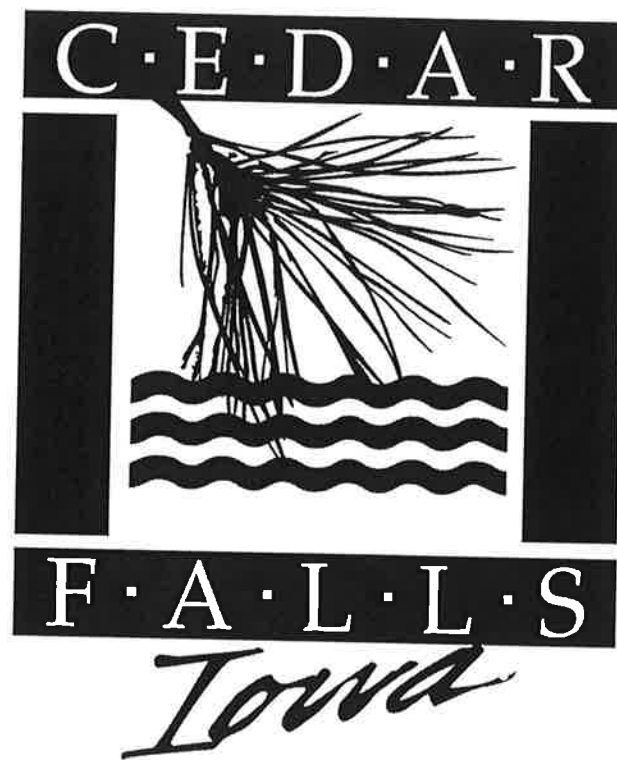
Mayor Brown introduced the final item on the agenda, bills and payroll. Frank Darrah moved to approve the bills as presented, Rob Green seconded the motion. The motion carried unanimously.

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

Minutes by Lisa Roeding, Controller/City Treasurer

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



March 2019

MARCH 2019 MONTHLY REPORTS

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FINANCIAL SERVICES

March 2019

Financial Reports

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

Cash Management

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

Treasury

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$98,409,500 invested in CD's and \$300,000 in liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	2	\$8,000,000.00
CD's Purchased	3	\$12,000,000.00
PFMM Deposit	1	\$4,000,000.00
PFMM Withdrawals	1	4,000,000.00
CD/Investment Interest		\$183,249.36

FY20 Budget

The state required budget forms were completed and filed with the Black Hawk County Auditor and Department of Management by the March 15th deadline. The state budget forms include the FY2020 budget figures as well as the FY2018 actual figures and the FY2019 projected figures.

FY19 Budget

Departmental amendments to the FY19 Budget were sent out to the departments in March and the submission of changes will be in April.

Federal Grant Programs

We continued to monitor all federal grant accounts to ensure compliance with federal regulations. The monthly Electronic Data Collection for Section 8 Housing Voucher Program was filed timely as required by HUD.

Miscellaneous Financial Activities

1. We continued to monitor the grant accounts for all departments to ensure that expenditures do not exceed revenues for each grant.
2. The Special Assessment Receivables were updated.
3. The semi-monthly sales tax reports were filed in a timely manner.
4. All payroll reports were filed as required by the various oversight units, such as the IRS, Social Security Administration, IPERS and the State of Iowa. For March, 61 payroll checks and 1,013 direct deposits were processed.
5. Electronic filing of form 1095-C were completed with the Internal Revenue Service in March.
6. Capital asset additions were monitored during the month.
7. Accounts receivable were processed and 122 invoices were mailed out to customers.
8. 1,409 transactions for accounts payable were processed and approved by the City Council for payment and 470 checks were mailed out to vendors.
9. Continued to provide bookkeeping support to the Cedar Falls Community Foundation. Continued training for the Community Suite Software to replace Quickbooks.
10. Continued to provide bookkeeping support for Sturgis Falls.

Benefits & Compensation Activities

1. The City's required Iowa Individual Reinsurance Association report was completed.
2. Responses were received from eight firms for the City's RFP for a new benefits consultant. Responses were reviewed and interviews were begun with selection and agreements to be completed in April.
3. Prizes were distributed for the 3rd wellness challenge of this fiscal year during March.
4. Employee wellness rates were recommended by the Wellness Committee. Information regarding the rates will go out to employees during April.
5. Life insurance informational booklets were distributed to all covered employees.
6. Benefit accruals were adjusted and memos were distributed to police shift employees impacted by the February Memorandum of Understanding that changed patrol shifts from 8.0 hours to 8.25 hours.

Civil Service Commission & Employment Related Activities

1. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification processing took place for the following FT positions: Arborist, City Engineer, Civil Engineer I, Civil Engineer II, Code Enforcement Officer, Communications Specialist, Director of Public Works, Economic Development Coordinator, Equipment Operator, Fire Captain, Library Director, Maintenance Workers, Principal Engineer, Public Safety Officer, Public Safety Supervisor-Capt., Public Safety Supervisor-Lt., Senior Librarian/Youth Services, Storm Water Specialist, Video Production Specialist; PT positions: Assistant Equipment Mechanic, Community Service Officer, Laborer, Library Assistant-Youth Dept., Library Assistant/Community Center Facility Assistant, Maintenance Worker, Office Assistant (V&T), Police Reserve Officer & Paid On Call Police Reserve, Production Assistant I, and new seasonal position postings for the Community Development and Municipal Operations & Programs Departments.
2. Follow-up and preparations took place for the February 27 and March 13 & 27, and April 10 Commission meetings. Six Public Safety Supervisor (Captain & Lieutenant) promotional testing appeals from four individuals were received and filed with the Commission. The appeal hearings are scheduled for April 17, preparations began, and information was provided to requesting appellants.
3. The required 30-day public notice and posting for new commissioner Paul Lee was completed. His appointment is expected to be considered by the Mayor and City Council at the May 6th Council meeting.

Miscellaneous Personnel Activities

1. Assisted staff with the group benefits consultant RFP, long-term disability, life insurance, and miscellaneous benefit items.
2. Performance evaluations began to be received for review and processing. Staff assisted management with related questions and provided prior year evaluations.

**Finance and Business Operations
Information Systems Division
Monthly Report March 2019**

Software Purchase/Installation/Upgrade Activities

- Software installations included:
 - A new VMware View desktop was created for our Avigilon system, which is our new camera software.
 - Avigilon camera software was installed on the Aquatics Supervisor and a Street Supervisor PC.
 - Installed trial version of 3D and spatial analysis extension GIS Software

Equipment Purchase/Installation/Upgrade Activities

- Equipment purchases included:
 - A projector bulb was purchased for the Hearst Center projector.
 - 20 monitors were purchased for inventory
- Equipment installations included:
 - Installed Access point and switch at Compost Site
 - Installed cameras at Compost Site

Project and Assistance Activities

- Additional Cameras for College Hill and Downtown Areas
 - Attended several meetings with CFU, Police, and Engineering to discuss camera coverage and installation in the college Hill area.
 - Developed map for the additional lighting and fiber needs.
 - A vendor was approved and details finalized for the installation of new cameras in the College Hill Area. Quotes were provided and from both hardware vendors and CFU for Fiber installation.
 - Worked with the vendor for all the proper insurance needed for working in the right of way.
- Scheduling Software for Public Safety Department
 - Monthly training webinar was attended.
 - An Aladtec conference call was attended to discuss our actual scheduling software system and portal created for Cedar Falls public safety department.
 - Discussed implementation timeline with team and it was decided the goal was to go live on May 4.
 - Decided police will be responsible for training.

- Replacement Phone System
 - Scored all vendor responses
 - Called references of all 6 RFPs we received
 - Invited the 2 with the highest scores in for a demo
 - Made a unanimous decision on which vendor would be chosen
 - Met with public safety management to discuss additional number of phones the new building will need.
- Replacement Copiers
 - Met with current vendor to discuss new functions and software available.
 - System Technician investigated current status (number of printers, options, etc) of all printers for the RFP.
 - Developed RFP for replacement copiers with the addition of two new copiers for the public safety building. (Other copiers will be repurposed.)
- Mobile Application
 - Created new calendars for garbage day reminders
 - Investigated linking the Visitor and Tourism calendar with a civic plus calendar in order allow for push notifications.
 - Found out from civic plus that we needed to trim our options for the app down to 20.
 - Team will meet in early April to finalize.
- Graphic design projects for the month included:
 - Hearst Center: exhibit promo materials, miscellaneous posters, postcards, vinyl, miscellaneous printing
 - Tourism: miscellaneous printing, print and digital ads, facility inserts for guide, business cards
 - Rec Center: Shamrock ride materials, fitness schedule, Rec Center fliers and promo items
 - Other: website maintenance, business cards, miscellaneous printing and trimming, Cable TV slides, Currents, cemetery stickers, Our Cedar Falls materials and promo, posted public safety operations report to the website, evacuation maps
- Assistance Activities:
 - A fire rental inspections email address was created for email to go to all shifts, rather than to an individual.
 - The aquatics supervisor and Interconnex were assisted with some camera configurations at the Falls aquatic center.
 - The police department was assisted with pulling video, from local businesses, for another robbery at iTech.

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

Problem Resolution Activities

- The Library Director was assisted with an email/calendar problem on her phone.
- We continued to work with WatchGuard on video exporting issues. PowerShell software was upgraded from version 4 to 5.
- Worked with the Davenport group to develop new Code Enforcement letters.

Equipment Repair Activities

- A WatchGuard access point was reset back to factory default for some unknown reason. This access point was restored with a backup configuration file. Wireless uploads were then tested in the squad cars.

Channel 15 Programming Activities

- Televised live programs from City Hall:
 - Two Cedar Falls City Council meetings
 - Two Committee of the Whole meetings
 - Two Planning & Zoning meetings
 - One Cedar Falls School Board meetings

- Programmed CFU and Medicom cable providers for Channel 15 and Public Access.
- Updated & added Community Calendar events to the Channel 15 Announcements
- Regular production included:
 - Produced 3 City News shows
 - Produced 3 CF Boys Basketball games
 - State Basketball: Sioux City East
 - State Semifinal: North Scott
 - State Championship: Dubuque Senior
 - Acquired rights to the Iowa High School Sports Network coverage of the Class 4A Championship featuring Cedar Falls vs. Dubuque Senior
 - Recorded and edited Heroes Among Us Awards ceremony
 - Recorded and edited Grow Cedar Valley Awards ceremony
 - Recorded and edited 30-minute program with Public Safety Director Jeff Olson on the Cedar Falls Public Safety Model
 - Produced 1 Mayor's Corner show
 - Partners with Waterloo Mayor Quentin Hart
 - Began production of Business & Industry Awards videos
 - Fareway Grocery Store
 - Western Home Communities: CFU Energy Award
 - Advanced Systems
 - Jam City
 - Pickleball Courts
 - Aldrich Elementary School
 - Eagle View Companies
 - Aired 4 new Panther Sports Talk shows
 - Aired 2 new Fight for Iowa shows
 - Produced video for the 2019 Prometheus Awards
- City News:

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

 - Hartman Reserve Maple Syrup Festival recap
 - Cedar River Flood of 2019, 6th highest ever.
 - Fire ISO background
 - Cedar Falls named Bronze Bicycle Friendly Community
 - Business & Industry Award preview
 - Waste Trac Household Hazardous Materials Drop off Event preview
 - Compressed Air Foam
 - Seasonal Compost Facility opens in April
 - Pet Licenses
 - Sturgis Falls Kidsway Tent Fundraiser coming April 25
 - Movies Under the Moon 2019; movies announced for summer season
 - Community Main Street wins "Fantastic Fundraiser" award for "Details of the

District” campaign

- Facilities
 - Installed Chameleon IP for signal delivery to CFU.
 - Ordered Chameleon IP unit for production truck

Geographical Information Systems (GIS)

- Projects:
 - Preliminary Floodplain updates – attended county-wide stakeholders meeting on March 13th. Also provided the latest digital elevation model to IDNR for their review
 - Met with Planning, Engineering and Legal staff to discuss procedures for the sale of 2 lots in the West Viking Industrial Park
 - Met with Public Works staff to discuss the creation and maintenance of park, cemetery and tree infrastructure
 - Met with Housing staff to review the newly released low-moderate income housing numbers from the census bureau
 - Discussed updated flood effects brochure with various departments
- Web & Database:
 - Aggregated flood gauge and annual chance percentage data from the Iowa Flood Center for display on the public flood web application
 - Updated the Public Safety web app to reflect user requested changes
 - Updated new top 10 river crest data for internal staff
 - Updated cemetery information from CIMS into SQL
 - Updated rental information from Firehouse into SQL
 - Updated building permits from LAMA into SQL
- Field work:
 - Assisted City Surveyor on field work for a plat to sell city-owned land in the West Viking Industrial Park
- Data Requests:
 - Verified addressing for buildings at W 4th and Washington for CFU and property owner
 - Converted contour labels for CFU water modeling software
 - Provided a report on 2018 catch basin cleanings to Public Works
 - Provided data on sewers and roads for Risk Management Insurance
 - Provided data to consultant working on the College Hill parking study
 - Provided data to consultant working on the downtown visioning project
 - Provided mailing lists for the downtown visioning project with 1700 records

- **Maps:**
 - Provided map of the new preliminary flood plain within Viking Hills
 - Provided a map of levee elevations relative to the flood gauge for Engineering
 - Provided a map of proposed trail snow removal additions to Public Works
 - Provided a map with estimated flood extent to Building official during the most recent high water event
 - Provided maps of Cedar Heights Dr and Melrose Dr to Public Works for upcoming construction staging of refuse pickup
 - Provided an updated map of the temporary access areas for the Walters Pond project
 - Provided an updated parking map for downtown public documents
 - Provided an updated map of the flood effects for staff
 - Provided a map of the Greenhill Rd extension for the UNI Public Safety dept
 - Provided maps for the updated low-moderate income areas for Housing
 - Provided a map of development in the University Ave corridor for an upcoming grant application
 - Provided a map of 2019 construction projects to various staff
 - Provided maps for the Downtown study area for Planning
 - Provided maps for new addresses issued:
 - 4114 High St for new house
 - 2600 Grove St for existing warehouse
 - Winter Ridge Dr/Ln clarification
 - CFU Annex, Power Station & Transportation Buildings
 - Oak District Assisted Living
 - Relocated house from Hawthorne to E Lone Tree

Training and Staff Activities

- A wellness meeting was attended to discuss the conclusion of the rest better challenge.
- Attended a webinar with Cohesity a cloud based backup system.
- Met with IP Pathways to discuss network assessment and licensing renewals.
- An AVAMAR meeting was attended to discuss going to a web based version of our software.
- Attended table top exercise meeting for flood preparedness.
- GIS Analyst Attended the Midwest Utility User Group Conference
- GIS Analyst Worked with GIS Intern to map platted easements and setbacks
- GIS Analyst Checked GIS Intern's work for completeness and accuracy
- Cable TV Staff Began interviews for the position of Video Production Specialist
- Met with a ProCircular representative to discuss penetration testing and other cyber security initiatives.
- Attended on-boarding for meeting for the downtown visioning hosted website.

**FINANCE & BUSINESS OPERATIONS
LEGAL SERVICES
March 2019**

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

1. **Traffic Court:**

City Cases Filed: 160 (this number includes both City and State tickets)

Cases Set: 7

Trials Held: 6

2. **Code Enforcement:** Letter to Attorney General's office with Orders on two tobacco cases.

3. **Miscellaneous:** None.

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

4. **PERSONNEL/HUMAN RESOURCES:**

- a) Consult with City staff on personnel and disciplinary matters
- b) Attend weekly Human Resource Meetings
- c) Advise on Civil Service Commission issues

5. **RISK MANAGEMENT/CLAIMS:**

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

6. **CONTRACTS/AGREEMENTS:**

- a) Review and Advise—Wrecker Agreements
- b) Review and Advise—Snyder Supplemental Consulting Agreement
- c) Review and Advise—Marco products and services agreement

- d) Review and Advise—Appraisal Services agreement
- e) Review and Advise—Zuidberg NA Development Agreement
- f) Review and Advise—Temporary Easement Agreement—Farm Credit Services
- g) Review and Advise—New Aldaya Development Agreement

7. **MAYOR/CITY COUNCIL:**

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

9. **MISCELLANEOUS:**

- a) Weekly Department Meetings
- b) Professional Reading-municipal and employment law resources
- c) Advise on new Iowa appellate court cases of interest to the City
- d) Advise on Open Records requests (several)
- e) Continued attention to property acquisitions; draft Deeds; condemnations—West 1st Street
- f) Drafting of response—new IPIB complaint
- g) Attention to governmental immunities insurance endorsement
- h) Draft Code of Ordinance changes--Reorganization
- i) Attend condemnation hearing
- j) Advise on garnishment issues
- k) Advise on annexation
- l) Advise on conveyance of City owned land
- m) Draft Conveyance documents—Zuidberg NA

REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:

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

- a) The Risk Management Committee met March 27, 2019. Department Directors, City Attorney, and insurance representatives were in attendance. Workers' Compensation injuries, liability claims, damage to City property, policies, and disciplines were reviewed.
- b) Review contracts for required insurance; working with legal counsel and conferring with Arthur J. Gallagher and contractor's agents.
- c) Special Events – review and approve insurance.
- d) Review and process outside legal counsel fees.
- e) Review and process claim fees and associated billing.
- f) Claims processing: worker's compensation, 411, liability, and property; work with contracted TPA Service, and work with outside legal counsel on litigation.
- g) Review and process unemployment claims; unemployment hearings.
- h) Attended MercyOne educational review of work related injuries covering shoulders, carpal tunnel syndrome, and knees.

- i) Public Entity package submitted to Arthur J. Gallagher for 2019-20 renewal.

11. **Personnel**

- a) Work with departments and legal counsel on disciplinary matters.
- b) Work with departments and legal counsel on various personnel issues.
- c) Review and process medical billing for pre and post-employment matters.
- d) Process FMLA leave and monitor non-FMLA leaves of absence.
- e) Processing Annual Fire Physicals with MercyOne Occupational Health.
- f) Process post-offer employment physicals, to include drug screens; review of background checks and driving records.
- g) Random Drug and Alcohol screens held for drivers holding the Commercial Driver's License designation.

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

- a) One case administratively closed. Three cases being administratively closed. Work with citizens submissions to ICRC and mediate discrimination discussions with local entity.
- b) Process complaints, provide support to citizen's jurisdictional questions, and provide staff support to Commissioners.

**FINANCE & BUSINESS OPERATIONS
PUBLIC RECORDS
MARCH 2019**

Public Records Activity

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

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

City Council adopted twenty-nine (29) resolutions during the month; staff drafted eighteen (18) of these resolutions.

Issued the following:

- 6 Business License
- 1 Sidewalk Café permits
- 218 Pet licenses
- 26 Annual "Paw Park" permits
- 3 Cemetery Interment Rights Certificates

Issued the following Parking Permits:

- 41 Monthly Lot
- 3 Annual Lot (prorated)
- 3 Annual Senior
- 0 Monthly Construction
- 10 Daily/Guest
- 0 Annual Dumpster

Processed (5) liquor licenses, (1) wine and (2) beer permits.

Recorded (9) documents with the County Recorder.

Satisfied (8) requests for public records and responded to (5) requests/concerns received thru the City's on-line Service Request feature.

Prepared and submitted FY19 Budget amendments for the Public Records and Parking budgets.

Public records staff compiled and distributed new Personnel Policies to all city staff.

The unemployment rates for the month of February 2019 were 2.7% for the Waterloo-Cedar Falls Metropolitan Area, 2.4% in Iowa, and 4.1% in the U.S.

Document Imaging completed

- 47 – Employee performance evaluations.
- 73 – Employee documents/personnel files.
- 57 – Miscellaneous boards, commissions & committees meeting materials.
- 31 – City Council Resolutions (#21,409-#21,439).
 - 1 – City Council meeting file.
 - 6 – Legal Alpha files.
- 21 – Inspection Services construction plans.

Parking Activity

Enforcement

- 1,242 – Parking citations issued.
- \$ 8,012.50 – Citations paid.

Collection Efforts

- \$ 1,990.00 – Collections from delinquent parking accounts.
- \$ 1,350.00 – Vehicle immobilizations (27 vehicles).

Participated in numerous meetings to discuss the implementation of the downtown parking study recommendations and parking impact analysis of developments.

A parking implementation taskforce was formed to assist in implementing the downtown parking study recommendations.

Kicked off the College Hill Parking Study with stakeholder meetings and a public survey. Parking inventory, data collection and utilization counts were conducted by the parking study consultant, Wantman Group, Inc. (WGI).

**FINANCE & BUSINESS OPERATIONS
LIBRARY & COMMUNITY CENTER
MARCH 2019**

Library Activity

Usage Statistics	January 2019	February 2019	February 2018
Customer Count	16,624	14,463	14,870
Circulation	40,565	37,511	36,892
Ebooks, emagazines, and streamed videos	4,880	4,258	3,809
Downloaded music	1,526	1,560	1,667
Reference Service	1,924	1,826	2,227
Items Added	635	630	635
Event Attendance	1,297	1,604	1,323
Computer & Wi-fi Usage	2,847	2,845	3,586

Special events in March included the following:

- Teen nights: Laser tag
- Writers of the Cedar Valley
- Art Step by Step: a painting program for children
- Author Linda McCann discussed her new book *Prisoners of War in Iowa*.
- Reading Pals, a program for kindergarten through 3rd graders to improve their reading fluency by practicing reading to a dog with Cedar Valley Pet Pals.
- Youth book clubs for 3rd-4th graders, 5th-6th graders, and junior high school students.
- Murder Mystery: A Prom to Die for
- Teen Minecraft
- Fun in the Sun, a spring break program for children
- Spring break family movies
- Cultural Literacy: Understanding Civility
- Academy Award-Winning Films: Black Panther
- Board game Saturday with the Friendly Meeple
- Teen book club
- Seed Swap with the Cedar Falls Seed Library and the Cedar Falls Food Co-op
- Gardening Class: Introduction to Beekeeping
- Friends book discussions

Special events were funded by the Friends of the Cedar Falls Public Library and the Cedar Falls Community Foundation, Robert and Shirley Berg Fund for use by the Library.

The Friends book discussions included *The Art of Racing in the Rain* by Garth Stein and *Little Fires Everywhere* by Celeste Ng.

Community Center: In addition to regular weekly events for seniors, such as ceramics, cards, billiards, functional fitness sessions, Senior Device Advice, and music, the Center also hosted rentals for bridge, stamp club, and Entertainment at the Center, a birthday party, and a business meeting.

**ENGINEERING DIVISION
PROJECT MONTHLY REPORT - March 2019**

<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
W. 20th Street Bridge Replacement	Box Culvert	Final Out Remains	\$850,000	Engineering Division PCI
Campus Street Box Culvert	Box Culvert	Contracts	\$320,000	Engineering Division PCI
Walnut Street Box Culvert	Box Culvert	Letting	\$750,000	Engineering Division TBD
Cedar Heights Drive Reconstruction	Street Repair	RFP for Consultant	\$6,000,000	Engineering Division
Cedar River Whitewater Recreation	Recreation	RFP for Consultant	\$50,000	Engineering Division
Downtown Levee Improvements	Flood Protection Raise Levee to 500 Year	Construction Underway	\$11,800,000	Engineering Division AECOM / IBC
Dry Run Creek Sanitary Sewer Phase II	Sanitary Sewer	Final Out Remains	\$3,800,000	Engineering Division SM Hentges
2019 Permeable Alley	Storm Water	Letting	\$260,000	Engineering Division TBD
Mandalay Slope Repair	Storm Water	Final Out Remains	\$107,000	Engineering Division S.L. Baumeier
Center Street Trail	Trails	Construction Underway	\$450,000	Engineering Division Cunningham Construction
2018 Street Construction	Street Repair	Construction Underway	\$4,700,000	Engineering Division PCI
2019 Street Construction	Street Repair	Construction Underway	\$4,800,000	Engineering Division PCI
Greenhill Road Extension	New Street Construction	Final Out Remains	\$5,100,000	Engineering Division AECOM
Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Construction Underway	\$2,500,000	IDOT/AECOM Engineering Division
Prairie Parkway & Viking Road Traffic Study	Traffic Study	Study Underway	\$10,000	Engineering Division AECOM
Greenhill Road Traffic Study	Traffic Study	Study Underway	\$90,000	Snyder
University Avenue - Phase I	Reconstruction	Final Out Remains	\$14,500,000	Engineering Division Foth Cunningham
University Avenue - Phase II	Reconstruction	Construction Underway	\$13,632,000	Engineering Division Foth
University Avenue - Phase III	Reconstruction	Final Out Remains	\$3,500,000	Engineering Division Foth
W. 1st Street Reconstruction	Reconstruction	Final Design	\$6,500,000	Engineering Division Snyder & Associates

**ENGINEERING DIVISION
PROJECT MONTHLY REPORT - March 2019**

Project	Description	Status	Budget	Contractor/ Developer
W. 20th Street Bridge Replacement	Box Culvert	Final Out Remains	\$850,000	Engineering Division PCI
Campus Street Box Culvert	Box Culvert	Contracts	\$320,000	Engineering Division PCI
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Cedar Heights Drive Reconstruction	Street Repair	RFP for Consultant	\$6,000,000	Engineering Division
Cedar River Whitewater Recreation	Recreation	RFP for Consultant	\$50,000	Engineering Division
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Greenhill Road Traffic Study	Traffic Study	Study Underway	\$90,000	Snyder
University Avenue - Phase I	Reconstruction	Final Out Remains	\$14,500,000	Engineering Division Foth Cunningham
University Avenue - Phase II	Reconstruction	Construction Underway	\$13,632,000	Engineering Division Foth
University Avenue - Phase III	Reconstruction	Final Out Remains	\$3,500,000	Engineering Division Foth
W. 1st Street Reconstruction	Reconstruction	Final Design	\$6,500,000	Engineering Division Snyder & Associates

**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - March 2019**

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
924 Viking Road	924 Viking Road	Approved	Approved	Dahlstrom/CGA	Active
Ashley Furniture	2615 Capital Way	Approved	Approved	Claassen Engineering	Completed
Bethany Bible Church	4507 Rownd Street	Seed Stabilization	Approved	VJ Engineering	Completed
College Square Apartments	925 Maplewood Drive	Seed Stabilization	Approved	Confluence	Completed
Community Foundation	3117 Greenhill Circle	Seed Stabilization	Approved	Peters Construction	Completed
Community Motors	4617 University Avenue	Seed Stabilization	Approved	Helland Engineering	Completed
Greenhill Fountains - Ph. II	5307 Caraway Lane	Approved	Approved	Hall & Hall	Active
Hanna Park Lot 5	Under Construction	Approved	Approved	Shoff Engineering	Active
Jacobson Parking Areas	411 Clay Street	Approved	Approved	Peters Construction	Completed
UnityPoint	5100 Prairie Parkway	Seed Stabilization	Approved	VJ Engineering	Completed
Wayson Chiropractic	4615 Chadwick Road	Seed Stabilization	Approved	Peters Construction	Completed
Western Home Community Building		Approved	Approved	Claassen Engineering	Active
Willow Falls Addition	1123 Bluegrass Circle	Seed Stabilization	Approved	VJ Engineering Brent Dahlstrom	Completed
Aldrich Elementary School	2526 Ashworth Drive	Approved	Approved	Larson Construction	Active
Orchard Elementary School Addition	3909 Rownd Street	Approved	Approved	Brain Engineering	Active
Panther Office Addition	616 Clay Street	Approved	-----	Dollys Rental	Active
Airgas Parking Lot Addition	407 Performance Drive	Approved	-----	Cardinal Construction	Active
Veridian Credit Union Parking Lot	3621 Cedar Heights Drive	Seed Stabilization	-----	-----	Completed
Fager Properties LLC	3123 Big Woods Road	Approved	-----	Fager Construction	Active
State Street Mixed Use LC	200 E. 2nd Street	Approved	-----	Benton Sand & Gravel Inc.	Active
CFU Building Addition	1 Utility Parkway	Approved	-----	Peters Construction	Active
City of Cedar Falls Community School	3626 W. 12th Street	Approved	-----	Peters Construction	Completed
Western Home Communities 4th - Building Addition	5317 Hyacinth Drive	Approved	Approved	Cardinal Construction	Active
Cedar Falls Lutheran Home for Aged	7501 University Avenue 1A & 2B	Approved	-----	Peters Construction	Completed
Brookside Veterinary Hospital	9305 University Avenue	Approved	-----	Magee Construction Company	Completed
JC Enterprises Parking Lot	1910 Center Street	Approved	-----	JC Enterprises	Completed
JC Enterprises Building Addition	1910 Center Street	Approved	-----	JC Enterprises	Completed
Deere and Company	6725 Cedar Heights Drive	Seed Stabilization	-----	Peters Construction	Completed
Cedarloo Park Parking Lot	4418 University Avenue	Approved	-----	City of Cedar Falls	?
Hertz Farm Building Renovation	6314 Chancellor Drive	Approved	Approved	Peters Construction	Active
Greenhill Commercial 2nd Addition - Lot 2	4505 Algonquin Drive	Approved	Approved	High Properties	Active
Great Wall Reconstruction	2125 College Street	Approved	Approved	Peters Construction	Completed
Weber Paper Remodel	5801 Westminster Drive	Approved	Approved	Peters Construction	Completed
Victory Motors Building Remodel	5312 University Avenue	-----	-----	All Seasons Construction	Active
Viking Pump Building Addition	715 Viking Road	-----	-----	Cardinal Construction	Active
Wayson Chiropractic	4615 Chadwick Road	Under Construction	Approved		-----
Willow Falls Addition	Bluegrass Circle	Under Construction	Approved	VJ Engineering Brent Dahlstrom	
N. Cedar Elementary School		Approved	Approved	Brain Engineering	
Western Home 7th Addition	Under Construction	Approved		Lockard Development	Active
Standard Distributing Co. Building Addition	317 Savannah Park Road	Approved	Approved	Casady Engineering, Inc.	Active
Henry Property (Fleet Farm Store + Fleet Farm Gas Station)	Ridgeway Ave.	Approved	Under Review	Henry Property/Bayer Baker	Active
Redeemer Church	815 Orchard Drive	Approved	Approved	VJ Engineering	Active

**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - March 2019**

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
200 West 1st Street	200 W. 1st Street	Approved	Approved	Arabella, LLC	Active
Test America	3019 Venture Way	Approved	Approved	FN Investors, LLC	Active
Threads	6601 Development Dr.	Approved	Approved	ACOH, LLC	Active
Rabo Agrifinance	1402 Technology Pkwy.	Approved	Under Review	Fehr Graham Engineering	Active
Standard Distribution	1225 Rail Way	Approved	Approved	Fred Rose, LLC	Active
Buckeye Corrugated	2900 Capital Way	Approved	Approved	Fehr Graham Engineering	Active
Lot 5 West Viking Road	3201 Venture Way	Approved	Approved	Skogman/CGA	Active
Fareway Stores	4500 S. Main Street	Approved	Approved	Fareway Stores/ Snyder & Associates, Inc.	Hydro mulched, Need final stabilization
Public Safety Building	4600 S. Main Street	Approved	Approved	CGA/Peters Construction	Active
River Place MU II	122 E. 2nd Street	Approved	Approved	AECOM	Active
Hampton Inn	101 W. 1st Street	Approved	Approved	VJ Engineering	Active
422 Main St Driveway Relocation	422 Main St	Approved	-----	Fehr Graham Engineering	Completed
Holiday Inn	7400 Hudson Rd	Approved	Approved	Shive Hattery	Active
Cedar Valley Chamber of Commerce	310 E 4th Street	Approved	-----	Koch Construction	Completed, Final stabilization in

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

Mar-19

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

\$1,588,020.00
\$70,240,324.00
\$7,017,095.00
\$79,045,001.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	2	0	\$551,151.00	\$4,461.50	71	0	\$18,516,014.00	\$151,782.10
Multi-Family New Construction	4	0	\$410,000.00	\$3,242.75	4	0	\$410,000.00	\$3,242.75
Res Additions and Alterations	44	0	\$367,869.00	\$7,065.65	717	0	\$7,091,580.00	\$123,809.65
Res Garages					41	0	\$592,825.00	\$10,131.00
Commercial/Industrial New Construction					9	0	\$31,565,400.00	\$158,534.75
Commercial/Industrial Additions and Alterations	5	0	\$249,000.00	\$2,597.76	83	0	\$11,924,238.00	\$85,417.38
Commercial/Industrial Garages					1	0	\$22,507.00	\$399.00
Churches	1	0	\$10,000.00	\$186.50	2	0	\$13,840.00	\$311.50
Institutional, Schools, Public, and Utility					5	0	\$103,920.00	\$0.00
Agricultural/Vacant								
Plan Review	6	0	\$0.00	\$1,808.00	64	0	\$0.00	\$143,169.25
Total	62	0	\$1,588,020.00	\$19,362.16	997	0	\$70,240,324.00	\$676,797.38

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

Mar-19

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	54	0	\$0.00	\$4,756.00	567	0	\$0.00	\$64,594.50
Mechanical	58	0	\$0.00	\$6,405.00	660	0	\$0.00	\$64,894.50
Plumbing	64	0	\$0.00	\$5,211.50	616	0	\$0.00	\$59,718.00
Refrigeration					4	0	\$0.00	\$684.00
Total	176			\$16,372.50	1847			\$189,891.00

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	2	0	\$0.00	\$300.00	9	0	\$0.00	\$900.00
Mechanical	1	0	\$0.00	\$150.00	8	0	\$0.00	\$900.00
Plumbing	1	0	\$0.00	\$150.00	5	0	\$0.00	\$600.00
Refrigeration								
Total	4			\$600.00	22			\$2,400.00
Building Totals	62	0	\$1,588,020.00	\$19,362.16	997	0	\$70,240,324.00	\$676,797.38
Grand Total	242	0	\$1,588,020.00	\$36,334.66	2866	0	\$70,240,324.00	\$869,088.38

PLANNING & COMMUNITY SERVICES DIVISION
MONTHLY REPORT
March 2019

MONTHLY MEETINGS:

Planning & Zoning Commission – A meeting was held on March 13th and 27th. The following items were considered.

Applicant	Project	Request	Action Taken
River Place LLC	Site Plan Review-Downtown Design Review	March 13 - Introduction and discussion	Continued to March 27
Jim Benda	MPC Amendment to master plan and development agreement	March 13 - Introduction and discussion	Continued to March 27
River Place LLC	Site Plan Review-Downtown Design Review	March 27 – Discussion and approval	Approved
Jim Benda	MPC Amendment to master plan and development agreement	March 27 – Discussion and approval	Approved
Ashley Home Stores	Preliminary & Final Plat – College Square Mall	Introduction and discussion	Continued to April 24
Ashley Home Stores	Site Plan for S-1 Shopping Center District	Introduction and discussion	Continued to April 24

Group Rental Committee – Held regular meetings on March 5th, 2019.

Brent Dahlstrom (Panther Builders, LLC)	2300 Tremont Street	New rental for an occupancy of three (3) individuals aged 18 years or older	Approved for an occupancy of three (3) individuals aged 18 years or older subject to staff stipulations
--------------------------------------------	---------------------	-----------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------

Board of Rental Housing Appeals – Held regular meetings on March 5th, 2019.

Brad & Cassie Howard	518 W. 12th Street	Maintain existing rental occupancy to four (4) individuals aged 18 years or older at transfer	Approved for an occupancy of four (4) individuals aged 18 years or older subject to staff stipulations
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Board of Adjustment – No meeting in March.

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Historic Preservation Commission	No meeting	
Housing Commission	3/12/19	Elected Officers. Recommended approval of 5 year Consolidated Plan and Annual Action Plan. Approved 510 W. 4 th Street as Rehab project. Recommended opening of 45 day comment period for PHA Annual Plan.
Community Main Street Design Committee	3/15/19	Reviewed submitted cases
Bicycle and Pedestrian Advisory Committee	3/5/19	May bike month planning, Google trail video, snow removal on trails
Metropolitan Transportation Technical Committee	3/14/19	2020 TPWP, bike share discussion, Northeast Access Study
MET Transit Board	2/28/19	Bus purchase and staff reports.
Wellness Committee	3/13/19	Planning Staff was unable to attend
North Cedar Neighborhood Association	3/11/19	Discussed the encroachment agreement application for neighborhood identification sign near Tourist Park. Discussed applying for a grant for additional flood buyouts. Discussed the flood preparedness manual that the City updates every year.
College Hill Partnership	3/11/19	Staff gave update on wayfinding signage project, DNR/FEMA meeting for update to FIRM maps, College Hill Overlay zoning amendments referred back to P&Z for modifications, and gave plug for April 2 Kick-off meeting for Downtown Visioning.

ECONOMIC DEVELOPMENT:

- Met with businesses in the Industrial Park to discuss their business operations.
- Working with several companies on potential new building projects in the Cedar Falls Technology Park, West Viking Road Industrial Park, and the Northern Cedar Falls Industrial Park.
- City Council approved contract with consultant to begin design work for the expansion of the West Viking Road Industrial Park.
- Staff met with consultant to go over Phase I of the Gibson Property Master Planning Services Project.
- City Council approved Amended and Restated Agreement for Private Development with Buckeye Corrugated, Inc.
- City Council approved Agreement for Private Development with Martin Realty Company II, LLC (Martin Brothers).
- City Council approved farm lease to farm land the City recently acquired in order to expand the industrial park.

PLANNING SERVICES:

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

Number of Rental Inquiries: 25

Types of Questions:

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

CODE ENFORCEMENT:

Number with Cases During Timeframe	12	
Incomplete Cases	1	8.0%
Completed Cases	11	92.0%
		100.0%

Description of Issue	Amount
Front and Side Yard Parking	0
Brush Piles/Vegetation	0
Garbage container at street curb	0
Items at the Street Curb	0
Junk/unlicensed vehicle	1
Illegal Storage of Trash/Materials on Property	2
Property/Building Maintenance	0
Sump Pump	0
Snow/Ice on Sidewalks	5

Rental Paving	0
Off premise Signs/Signs in the ROW	2
Animal control	0
Graffiti	1
Loud Party/Noise Disturbance	1
Total	12

Landlord Accountability Ordinance:

- 4 rental properties.
- 0 properties issued citations/points.

OTHER PROJECTS FOR MARCH INCLUDED:

- Postcards and final paving reminders were sent to the relevant landlords with paving deadlines in April 2019 and April 2020.
- Preliminary plans are developed for the Cedar River Recreational Improvement. Staff is reviewing the plans prior to Iowa DNR and Army CORPS submittal.
- Preliminary updated FIRM maps released by FEMA/DNR. The Iowa DNR/FEMA held a public open house on March 13th. Staff has responded to several public comments on the preliminary maps.
- Coordination and work on the downtown visioning project. Preparations made for April 2 kick off meeting and consultants visit.

CDBG

- Finalization of the 5-year Consolidated Plan, joint project in a consortium with Waterloo. INRCOG under contract to update the plan.

Programs:

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

Housing Rehabilitation Grants	2 Property under construction
	5 Properties in pipeline
	3 Property complete
	0 Applications received

Emergency Grants	1 Property under construction
	0 Property in bidding
	4 Property in pipeline
	1 Application received
	3 Projects completed

A variety of technical requirements must be met for these programs to meet the grant, such as historical reviews, income verifications, etc. These occur throughout the month and process of approval, implementation and completion.

Housing Choice Voucher

Waiting List	280	HAP Payments	\$ 93,261
New Applications Taken	0	Utility Payments	\$ 1,090
Units under Contract	217	Admin Fees Earned	\$ 16,613
Total Vouchers Available	326*		
Lease Up Goal	240**		
Lease Up Rate	68%		
Initial Vouchers Issued	8		
Mover Vouchers Issued	2		
New Admissions	3		

Citizen Contacts/Appointments: A total of 37 appointments were held and 146 citizen/client contacts were addressed.

- 17 Annual Recertification
- 10 Vouchers Issued
- 3 New Admission
- 3 Interim Income changes
- 0 Port In/Out
- 4 Other

HQS Inspections: 5 Inspections were completed (2-Bi-annual; 0-Re-inspections; 3 New)

End of Participation: 5 clients ended participation. (2-Noncompliance; 1-Voluntary; 1-0HAP; 1 Deceased; 1 - Other)

Hearings: Two hearings are scheduled for April.

Other: 45 names have been taken off of the Waiting List since February. Staff is reviewing final eligibility of applicants and scheduling appointments to issue vouchers.

**Amount of Vouchers HUD authorizes ** Lease up goal based on available funding*

Add A Dollar Report

The Iowa Utilities Board has extended the annual winter ban on shutting off utilities for those customers enrolled in the energy assistance program from April 1 to May 13th due to the flooding in some counties. There were 0 requests for utility assistance in March.

COMMUNITY DEVELOPMENT WATER RECLAMATION FACILITY MONTHLY REPORT - MARCH 2019

PLANT OPERATIONS

Overall plant performance was very good for March. All permit limits were met.

Our permit requires disinfection of our effluent to occur from March 15th through November 15th. The ultraviolet disinfection system was activated on the 5th to check for proper operation and make sure everything would be ready before the 15th. The system is operational and performing well. Grabs were taken per permit requirements with the geometric mean of the results being 28.5 MPN, well below the limit of 126.

PROJECTS

Easements for a repair project of an elevated sewer line in the ravine between Oak Park Boulevard and Minnetonka Drive were approved by council in March. This next step of design will be completed by Snyder and Associates over the next few months.

SOLIDS DISPOSAL AND RECYCLING

Due to the snow and following wet field conditions no liquid biosolids were applied to our farmland in March. There were 238,000 gallons were processed through our belt filter press in March.

Crews hauled 27.6 tons of gritty, inorganic solids to the landfill.

SANITARY AND STORM SEWER CALLS AND SERVICE

There were five sewer calls for service from the public, one did involve a blockage of the city main. There were two after-hours alarm calls for lift station problems, both of which were resolved before a spill occurred.

Crews cleaned 4,000 feet of sanitary sewer lines and televised another 800 feet. This is a slow start to the season due to the extended cold weather we've had. Our goals are to clean fifty miles of the collection system and televise at least ten miles in 2019.

TRAINING AND PERSONNEL ISSUES

Several staff attended conferences in March. Much of our staff are required to maintain licensing from IDNR and the conferences offer needed education units for renewal due this summer.

**DEPARTMENT OF MUNICIPAL OPERATIONS AND PROGRAMS
PUBLIC WORKS/PARKS DIVISION
PARK/CEMETERY/GOLF SECTION
MONTHLY REPORT FOR MARCH 2019**

PARK

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking and shelter cleanup duties.
- Performed routine playground inspections & repairs.
- Installed new shut off valve for dog bowl at Paw Park.
- Moved tables out of Beach House in preparation for flooding.
- Painting plywood & siding for Place to Play Park.
- Started working at Place to Play Park bathroom.
- Hauled snow from Library and Rec Center parking lots.
- Snow removal and salt city facilities after snow fall event.
- Pumped Greenhill pond level to clean intake pipe and take pressure off dike.

ARBORIST

- Ash tree removals. (11 total)
- Other tree removals. (7 total)
- Picking up down limbs around town.
- Trimmed trees in ROW. (4)
- Snow removal and salt city facilities after snow fall event.
- Removed down trees and removed brush piles at disc golf course at Big Woods.

CEMETERY STAFF

- Performed regular grave openings/closings and assistance with funerals. (8 total)
- Finished painting garbage cans for cemeteries.
- Putting out garbage cans for cemeteries
- Snow removal operations at the beginning of the month.
- Filled soft spots in roads at Fairview.
- Filled settling graves at Greenwood.
- Picked up down limbs and sticks.
- Removed wreaths and flowers from graves.

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

FOR THE MONTH OF: March **Year** 2019

Interments:

Greenwood	
Fairview	8
Hillside	

Disinterment:

Spaces Sold:

Greenwood	
Fairview	4
Hillside	

Services:

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

Receipts:

Prepetual Care

Greenwood	
Fairview	\$ 615.00
Hillside	

Burial Permits	\$ 6,150.00
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Lot Sales	\$ 2,460.00
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Marker permits	\$ -
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Deed Transfers	\$ -
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Total Receipts:

	\$9,225
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**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
PUBLIC WORKS/PARKS DIVISION
REFUSE SECTION
MONTHLY REPORT FOR MARCH 2019**

RESIDENTIAL SOLID WASTE COLLECTION

The automated units collected a total of 559.77 tons of solid waste during the month of March. The 132 loads required 364.50 man-hours to complete, equating to 1.54 tons per man-hour. The automated units used 1,179.22 gallons of low sulfur diesel fuel during the month.

PARKS GARBAGE ROUTE

The automated park garbage truck collected a total of 0.67 tons of solid waste during the month. The 4 loads required 24.00 man-hours to complete, equating to 0.03 tons per man-hour. The automated unit used 26.06 gallons of low sulfur diesel fuel during the month.

CONTAINER ROUTE

The container route crew collected Twenty-one (21) loads of refuse for the month. The containers totaled 27.59 tons and required 102.00 man-hours to complete. This operation yielded 0.27 tons per man-hour. The semi-automated collection totaled 22.67 tons and required 81.00 man-hours to complete. This operation yielded 0.28 tons per man-hour.

The total number of March container dumps was 660. Seventeen percent (17.73%) or 117 of these dumps, were for non-revenue bearing accounts.

The container route truck used 191.91 gallons of low sulfur diesel fuel during the month.

LARGE ITEM COLLECTION

Refuse personnel made 37 large item stops during the month and collected 2.75 tons. This required 37.00 man-hours to complete and equates to 0.07 tons per man-hour. Twenty-five (25) Appliances, One (1) Tire, and Four (4) Televisions were collected this month.

RESIDENTIAL YARD WASTE COLLECTION

Refuse crews collected 4.75 tons of yard waste curbside this month. The 3 loads required 14.00 man-hours to complete, equating to 0.63 tons per man-hour.

There are currently 7,780 yard waste accounts throughout the city.

20 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 47.50 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION SOLID WASTE

The Transfer Station's trucks hauled 64 loads of solid waste to the Black Hawk County Landfill totaling 894.82 tons.

The Transfer Station accepted 281.37 tons of commercial and residential solid waste this month.

186 appliances, 289 tires, 96 television sets, and 35 computer monitors were received at the Transfer Station for the month.

Fifty (50) Bag Tags were purchased this month. 128 Tree Tags were purchased for the winter Christmas Tree collection.

The Transfer Station's trucks used a total of 531.35 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION YARD WASTE

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

The Transfer Station accepted 4.07 tons of commercial and residential yard waste this month.

Refuse crews hauled 8.82 tons of yard waste to the Compost Facility this month.

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

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

Tin (Baled)	3.48 tons
Plastic (non-baled)	1.68 tons
Plastic (Baled)	15.42 tons
Cardboard (non-baled)	3.65 tons
Cardboard (Baled)	53.05 tons
Newspaper/Magazines (non-baled)	0.00 tons
Newspaper/Magazines (Baled)	32.57 tons
Phone Books	
Books/Flyers	
Office Paper	5.62 tons
Plastic Bags	0.53 tons
Styrofoam	0.47 tons
Other Items Recycled for the month	
Appliances	14.69 tons
E-Waste	2.10 tons
Glass	13.37 tons
Scrap Metal	20.33 tons
Shingles	12.68 tons
Tires	4.11 tons

Revenue generated by the Recycling Center for March was \$2,813.29.

UNI RECYCLING SUBSTATION

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

Plastics #1-7	3.89 tons
Cardboard	12.54 tons
Newspaper	10.23 tons
Tin	1.95 tons
Glass	2.47 tons
Plastic Bags	0.69 tons
Office Paper	1.90 tons
Styrofoam	0.09 tons
Total	33.76 tons

FAREWAY RECYCLING SUBSTATION

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

Plastic #1-7	9.25 tons
Cardboard	18.89 tons
Newspaper	6.59 tons
Tin	1.69 tons
Glass	2.34 tons
Total	38.76 tons

GREENHILL VILLAGE RECYCLING SUBSTATION

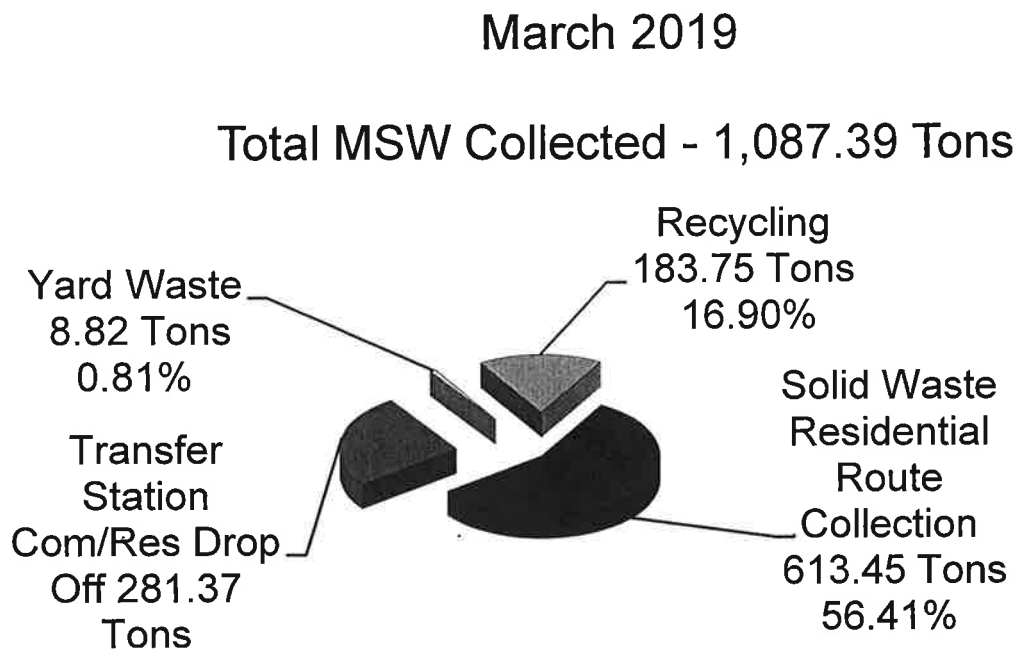
The Greenhill Village Recycling Substation received the following quantities of recyclables for the month of March.

Plastic #1-7:	3.82 tons
Cardboard	18.39 tons
Newspaper	5.80 tons
Office Paper	1.35 tons
Plastic Bags	0.00 tons
Tin	0.29 tons
Glass	1.70 tons
Styrofoam	0.40 tons
Total	31.75 tons

MONTHLY TOTALS

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls and hauled to the Black Hawk County Landfill, and to City Carton including Solid Waste, Yard Waste, and Recycling was 1,087.39 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of March 2019 for the City of Cedar Falls.



MISCELLANEOUS TASKS

Refuse and yard waste carts were exchanged and repaired as needed.

Equipment was cleaned on a weekly basis.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
PUBLIC WORKS / PARKS DIVISION
STREET SECTION
MONTHLY REPORT FOR MARCH 2019**

COMPOST FACILITY

- Closed for the season.

OUTSIDE SECTION ASSISTANCE

- Provided assistance in the fleet maintenance facility.
- Provided assistance to Parks Dept. with E.A.B.

ICE & SNOW CONTROL

- Responded to multiple snow & ice events by plowing and applying de-icing materials to roadways based on established policies.
- Snow & ice control related activities continued on a daily basis throughout the month which included, plowing, applying materials, hauling snow from the high school, down town area and College Hill. Also, hauling snow from municipal parking lots, cul-de-sacs and intersections, winging snow back from roadsides, clearing drifted snow from roadways, removing snow piles that were creating sight distance obstructions, repairing mailboxes and addressing numerous calls from residents reporting a variety of concerns and questions.

STREET MAINTENANCE

- Potholes throughout the city were filled with cold-mix and the Dura Patch spray patcher.
- Began street sweeping operations on arterial roadways.

CEDAR RIVER

- Dealt with rising river levels and river flooding. The river crested at 95' Sunday March 17.
- Worked on opening frozen flood gates with the rising water.

CEDAR RIVER FLOOD RECOVERY

- Street section staff recovery efforts related to the multitude of issues created by river flooding.
 1. Collected flood debris from road sides.
 2. Repaired washouts along Cottage Row Road, W. Lone Tree Road, Cooley Street, Compost Site Rd., and E. Main Street.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
PUBLIC WORKS/PARKS DIVISION
TRAFFIC OPERATIONS SECTION
MONTHLY REPORT FOR MARCH 2019**

- 63 traffic control signs were repaired.
- Made 6 labels for vehicle maintenance.
- Fabricated 10 signs for various applications.
- Traffic operations completed 10 One Call utility locates.
- Completed 14 minor repairs or upgrades to different signalized intersections.
- Traffic personnel assisted building maintenance with 5 minor tasks.
- Traffic operations responded to 3 calls of signals in flash mode and one call of dark traffic signals. Repairs were made and returned to normal operation.
- Responded to 4 outdoor emergency siren trouble calls.
- Delivered building supplies and completed recycling task at city facilities.
- Traffic personnel assisted in 2 different snow plow/removal events.
- Assisted the IT department in the installation of a surveillance camera at the compost site.
- Began the annual process of replacing MMU's and conflict monitors with shop tested units. 13 were replaced this month with the goal to be finished by the end of April.
- Traffic Operations repaired a traffic signal pole that was knocked down on 3rd and Main St. A new pole and signals were installed.
- A contractor completed the installation of new signal heads, wiring, and mounting hardware to the intersection of Campus St. and University Ave.
- Updated cabinet components and made new wire terminations at the intersection of Ridgeway Ave and Hwy 58 due to numerous flash mode events.
- A member of Traffic Operations attended a continuing education class for electrical license.

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

The Fleet Maintenance Section processed 142 work orders during the month of March 5 of them were either sent out or done by staff from other sections.

1,087 transactions were recorded through the City's fuel dispensing sites. The Usage was as follows:

6,415.458 Gallons of Ethanol

7,739.927 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of March was 14,155.385 Gallons.

Routine service and repairs were conducted throughout the month on the City's fleet. Following is a list of significant repairs performed on equipment.

Street Section

20191: Replaced wheel and hub assembly.

235: Replaced hydraulic gear pump.

236: Replaced blown plow angle cylinder hose.

240: Replaced muffler and plow raise hydraulic hose.

242: Replaced high amp fuse panel, battery hold down brackets, and welded up cracks in the plow frame.

246: Replaced transmission line to PTO, rear brake chambers, and rear leaf springs.

247: Replaced rear leaf springs.

260: Replaced circle drive pinion gear and rebuilt tooth on circle weldment.

266: Replaced front leaf spring assemblies.

267: Replaced front and rear leaf spring assemblies.

285: Replaced defective

287: Replaced park brake assembly, front drive shaft and front hydraulic hose.

293: Replaced left side broom seals, installed fuel gauge and serviced.

297: Adjusted dirt shoes, pickup head and serviced.

Refuse Section

301: Replaced a/c compressor, serpentine belt, front brakes and sway bar bushings.

3051: Replaced the cardboard bailers packing cylinder.

340: Replaced water pump, arm stowed switch and hydraulic hose on gripper.

341: Replaced a hydraulic hose on gripper arm.

346: Replaced in/out bearings on automated arm.

370: Replaced the worn clutch brake assembly.

Parks/Cemetery/Rec Section

21113: Completed an A, C and D service, sharpened mower blades and inspected unit for defects.

2159: Chipper was taken to Vermeer for warranty radiator replacement.

2181: Replaced leaking hydraulic line on right drive motor.

2183: Removed cylinder head for coolant leak repair.

2201: Replaced left front wheel bearing and serpentine belt.

Fire Division

FD502: Replaced front tires, ROM switch on rear roll up door, right front door hinge, right front door latch, and SCR outlet temp sensor.

FD503: Replaced rear brake hoses, replaced rear brake chamber pancake seals and adjusted all of the brakes.

FD504: Replaced broken rear leaf spring assemblies.

Police Division

PD03: Replaced outer tie rod end, rear muffler assembly and aligned car.

PD14: Replaced right lower control arm, axle assembly and aligned car.

PD17: Replaced bank one catalytic converter, left inner drive shaft and replaced front and rear brakes.

PD19: Replaced oxygen sensor, outer tie rod ends, front and rear brakes and aligned car.

PD22: Replaced front brakes.

Community Development

441: Installed new LED warning lights.

514: Repaired front sway bar links and replaced drivers side tail light assembly.

516: Replaced front brake rotors, pads and serviced.

AD03: Replaced worn wiper blades.

AD06: Replaced battery, alternator and serpentine belt.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
PUBLIC WORKS / PARKS DIVISION
PUBLIC BUILDINGS
MONTHLY REPORT FOR MARCH 2019**

CITY HALL

- Completed cleaning inspections of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Tested emergency generator.
- Tested elevator fire operation.
- Replaced bad light ballasts.
- Replaced bad light bulbs.
- Adjusted thermostat settings as needed.
- Delivered janitorial supplies.
- Refilled salt containers.
- Programmed new remote for sally port door.
- Updated times on clocks and thermostats for DST.
- Opened up ice dams from exterior drain in front of sally port and CATV garage doors to prevent water from coming inside.
- Mounted holders for fire emergency signs.
- Checked operation of water valve after high utility bill. Determined valve was operating properly and high usage was caused by extreme cold temps.

COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Refilled salt containers.
- Replaced stained ceiling tiles.
- Repaired faucets on commercial sinks in kitchen.

FIRE DEPARTMENT

- Delivered janitorial supplies.
- Moved file cabinets for PSO office and had them rekeyed.
- Replaced pressure tank in stool and ordered replacement tanks under warranty.

HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Refilled salt containers.
- Completed installing new LED lighting in classrooms and hallways and completed CFU rebate form.
- Raked snow from roof to minimize dripping and freezing onto sidewalk.

LIBRARY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Reviewed building automation systems to verify proper operation of systems. Scheduled settings for holidays.
- Replaced light bulbs.
- Replaced light ballasts.
- Replaced dirty HVAC filters.
- Refilled salt containers.
- Reset fault on fire alarm panel after hours.
- Troubleshoot heat pump loop system. Determined expansion tanks had filled with glycol causing leaking throughout air vents in system. Drained tanks and refilled to proper levels.
- Worked with controls contractor to adjust demand on VFD's/ heat pump loop pumps.
- Replaced broken handle on front door.
- Repaired urinal.
- Tagged backflow preventers with new CFU tags.

MUNICIPAL OPERATIONS AND PROGRAMS

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested emergency generator.
- Replaced dirty HVAC filters.
- Reviewed building automation systems to verify proper operation of systems. Reset outdoor air sensor, recalibrated two room sensors.
- Replaced bad light bulbs.
- Replaced bad light ballasts.
- Delivered janitorial supplies.
- Cleaned restrooms at 1500 Bluff and restocked supplies.
- Installed new power pack on automatic lights in vehicle storage garage.
- Troubleshoot NW gate controller and replaced card reader
- Repaired stool valve.
- Repaired two electronic locks on shop doors.
- Repaired urinal valve.
- Gathered and sorted light bulbs to be picked up by recycling contractor.
- Replaced solenoid valve on men's sink and cleaned strainers.
- Replaced batteries in three faucets.
- Investigated roof leak in women's locker room caused by melting snow. Contractor made repairs to leak and stained tiles were replaced.
- Heat exchanger was frozen due to well water sediment. Panels were cleaned and system was reset.
- Replaced electronic latch on shop door.

RECREATION CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Reviewed building automation systems to verify proper operation of systems and schedules. Scheduled setting for holidays.
- Replaced bad light bulbs and ballasts.
- Refilled salt containers.
- Replaced several lighting relays. Work was completed after hours because lighting circuits had to be de-energized.
- Upgraded outlets in Activity room to tamper resistant outlet that children cannot stick objects into. Work was completed after hours due to area power had to be shut off.
- Reinstalled blue mat under basketball hoop in fit gym.
- Installed test LED light in hallway.
- Installed handicap rails in men's steam room.

- Replaced emergency light in men's locker room.
- Remounted blue pad under basketball hoop in fit gym.
- Replaced lighting solenoid on multi-purpose room lights.

TRAFFIC OPERATIONS

- Assisted with signage repair and locates.
- Shannon continued cross training in traffic signals and sign plotter.

VISITORS CENTER

- Completed cleaning inspection of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced bad light bulbs.
- Delivered janitorial supplies.
- Refilled salt containers.
- Completed installation of LED lights in part of lobby. Replaced 16 ballasts.

**RECREATION DIVISION
Monthly Report
March 2019**

- **Rec Center**
 - Fitness classes have gone well with no issues with 2984 patron participating.
 - Staff is in contact with a company to reseal the wood floor at the Recreation and Fitness Center a day or two before July 4th. This allows that day to be used as a "curing day" so we would not have to be closed any longer than needed. We are also getting prices to seal the wood floor at the Community Center as well.
 - Staff is busy taking registration for programs like baseball, softball, tot lot, camps, swim lessons, track, tennis, karate, adult softball leagues, adult exercise programs and other summer programs
 - Staff is getting ready to start the sale of summer swim passes
 - Staff is preparing for May 1st when our memberships change the format we have had for years.
- Staff has been busy working on the programs and services to be offered during the spring and summer months as they finalize dates and locations with minor changes caused by the additional snow days the school system has to make up.
- Staff has been busy advertising and talking to former employees about jobs openings for summer help to fill the 200 or so part time seasonal positions. Typically applications are due the end of February or the first week of March. Interviews have been conducted during the month of March for the most part. We will continue to interview new applicants for positions not yet filled.
 - Pool managers have set up interviews with roughly 115 applicants and will make job offers to around 70 individuals to fill all the swimming and the non-swimming related position the first week of April. Those applying for swimming related positions also attended one of four sessions where they demonstrated their swimming skills.
 - Brock has interviewed around 42 applicants for summer jobs thus far and will offer interviews to those applying for positions where openings still exist. In all he will fill 64 positions with many working more than one program this summer.
 - Starting with this hiring process the City will be doing drug screen on all new employees not currently on payroll.
- **Falls Aquatic Center and Indoor pools**
 - Working with the school to schedule routine maintenance at Holmes to have the least impact on City Programs
 - Scheduling indoor private parties
 - Swim lessons for preschool and for those up to 12 years of age are being taught along with 28 patrons taking lifeguarding classes
 - As the weather, warms up summer staff will start working out at the Falls getting ready for the upcoming summer.
- Staff has been working on Budget amendments for the FY19
- A selection committee will be interviewing the two firms that replied of the 3 we received proposals from regarding the study for the Recreation and Fitness Center Operations and Needs Assessment.

Respectfully submitted,


Bruce Verink

Recreation Division Manager

Recreation and Community Center Usage For March 2019

Members using the Facility	13,598	Massages	58
Non-Members using the Facility	1,102	Meetings/Tours/Rentals	860
Child Care	128	Racquetball Wallyball Hrs.	79
Aerobics	1,164	Racquetball League	84
Circuit Weight Training	85	Pickleball	291
Exercise Trial	51	Ballroom Dance	111
Cardio Cycling	662	Steamroom Usage	720
Personal Trainers-Independent Contractor	325	Birthday Party Bonanza	40
Yoga	869	Indoor Park	302
Zumba	133	Spring Break Basketball-16 teams	210
Rock On	71	Interviews	139
TOTAL			20,982

Recreation and Community Center Revenues

Resident Memberships Sold		Punch Cards	
12 th Grade & Under	8	12 th Grade & Under	7
Adult	58	Adult	7
Senior Citizen	22	Senior Citizen	0
Family Pass	84	Child Care	8
Corporate Family	6	Racquetball	4
Corporate Individual	1	Towel	6
Towel Usage	441		

Credit Card Usage	\$59,565.17	Leisure Link Registration	\$17,545.00
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Daily Fees

Admission	\$6,714.00	Racquetball	\$24.00
Child Care	\$42.50	Exercise Tryout	\$255.00
Towels	\$21.00		

Swimming Pool Passes (Winter)

Family	52	Fitness Passes	
Individual	52	4 month	2
Youth/Senior	7	1 month	3

Youth Programs

5 th & 6 th Boys Basketball	234	Learn To Swim	588
Pool Parties	118	Swim Club	244
Lifeguard Training	90		

Adult Programs

Pickleball	291	Scuba	21
Spring Volleyball	630		

Recreational & Lap Swim

877

Rentals

Pool Parties	3	Shelters	0
Beach House	0	Equipment	0
Ball Fields	20	Recreation Center	10

CEDAR FALLS RECREATION DIVISION
March-19

YOUTH SPORTS

Spring Break Tournament-Basketball	20
TOTAL YOUTH SPORTS	20

AQUATICS

YOUTH SWIM

Group 1

Sat 8:30 am	8
Sat 9:00 am	7
Sat 9:30 am	8

Group 2

Sat 10:00 am	8
Sat 10:45 am	8
Sat 11:15 am	8
Sat 11:45 am	8

Group 3

Sat 1:00 pm	8
Sat 1:45 pm	8
Sat 2:45 pm	8
Sat 3:30 pm	8

Group 4

TTh 5:30 pm	12
TTh 6:20 pm	12

Group 5

TTh 5:30 pm	10
TTh 6:20 pm	8
TTh 7:10 pm	5

Group 6

TTh 5:30 pm	12
TTh 6:20 pm	12
TTh 7:10 pm	7

Group 7

TTh 5:30 pm	9
TTh 7:10 pm	9

Group 8

TTh 6:20 pm	9
TTh 7:10 pm	5

TOTAL YOUTH SWIM	197
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Lifeguarding	28
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ADULT SPORTS

Pickleball Mornings	6
TOTAL ADULT SPORTS	6

ADULT ACTIVITIES

Ballroom Dance-Couples	18
Ballroom Dance-Singles	1
TOTAL ACTIVITIES	19

ADULT EXERCISE

Circuit Weight Training

T & Th 4:30 pm	15
TOTAL CIRCUIT WEIGHT	15

Rock On Monthly!

MWF 5:15 am	7
TOTAL ROCK ON	7
TOTAL ADULT EXERCISE	22

CEDAR FALLS TOURISM & VISITORS BUREAU
Monthly Report
February 2019



Projects:

- Promoted Cedar Falls at the E-Bike Expo in Minneapolis through a co-op offered to us by Have Fun Biking due to our advertising relationship. The show takes place at the Minneapolis Convention Center on March 23 and 24 and 8,000 people are expected to attend.
- Prepared and submitted proposals for two conferences to occur in 2020.
- Preparing for 2020 Cedar Falls/Waterloo Visitor Guide.
- Worked with Cedar Valley Arts Initiative to contract with an agency to help develop a logo and website.
- Cedar Valley Hospitality Partners met to exchange information, learn from a customer service presentation focused on improving listening skills, and learn the benefits of our new on-line calendar of events, Cedar Valley 364, and how to add their events.
- Showcased at Canoecopia in Madison, Wisconsin. Distributed over 900 pieces of literature, brought home 103 leads, and generally had good conversations with people demonstrating intent to visit.
- Met with regional sales director for Hawkeye Hotels about the opening of the Hampton Inn downtown.
- Arranged for volunteers and set up to show case at Eastern Iowa Sports Show.
- Continued work with UNI Institute for Decision Making to create a strategic plan for the bureau.
- Working with the Hearst Center and others to produce a Summer Passport encouraging cross promotion among Cedar Falls arts organizations.
- Cedar Falls Tourism and Visitors Bureau board awarded a \$500 grant to help promote the Communication for All Conference which is anticipated to bring 78 people to the community, resulting in \$7,705 in direct spending.
- Performed staff evaluations.
- Made arrangements for next year's Draft Volunteer Recruitment.
- Met with INRCOG and committee to renew our status as an Iowa Great Place.
- Helped plan and attended an Annual Planning Session for the Cultural Division.
- Prepared budget amendments.
- Continued work on videos with Good Era.

Highlights from Becky Wagner:

- Arranged for volunteers and welcome/check in materials for USA Kids & Cadets National Folkstyle Wrestling Tournament, which brought 5,000 visitors from 40 states.
- Gathered guest room information for SportAbility Iowa Adaptive Sports Camp at UNI
- Hosted a fam tour for a new group planner.
- Arranged itinerary for a group visiting in May.
- Offered complimentary tickets to Hawkeye Community College Sail On: Beach Boys Tribute to volunteers
- Managed the digital message board and trained Bonita to handle it going forward.
- Prepared bills and payroll.

Highlights from Linda Maughan:

- Wrote a newsletter/blog articles about St. Patrick's Day 2019 and coordinated a post about RodCon 2019.
- Monitored and created posts for Facebook, Twitter, Instagram, Pinterest and Google+ for the Visitor Bureau.
- Prepared an advertising plan for FY20 and an RFP to bid out digital advertising.
- Updated web pages.

Highlights from Deb Lewis:

- Continued working on content for new facilities guide.
- Assisted ten individuals to rental information.
- Gathered attendance figures for events and attractions.
- Tabulated statistics for monthly report.
- Managed trails promotion through social media and websites, garnering 1,768 likes and 81 clicks.

Highlights from Bonita Cunningham:

- Continued research of events and management of on-line calendar of events. Also encouraging and training partners to use the new tool.
- Prepared printed calendar of events.
- Researched and selected events for Hospitality Highlights newsletter x4

Meetings/Events:

- Eastern Iowa Tourism Association meeting in Muscatine
- Iowa Destination Marketing Alliance in Fairfield
- Community Main Street board
- Cedar Valley Sports Commission board and exec committee
- TVB Marketing committee
- Cedar Trails Partnership board
- Public Art Committee
- Met with UNI student for a project
- Jonathan Treiber, Panther Sports Properties
- Opening Ceremonies for FIRST Robotics Competition
- Cedar Valley Today interview about Great American Rail Trail
- Courier interview about Great American Rail Trail
- Metro Funders
- Pedal Fest planning committee
- Cedar Basin Music Festival
- Sturgis Falls Celebration
- National Wrestling Hall of Fame Ribbon Cutting
- Amplified presentation x2
- Cedar Falls Rotary x1 and evening fundraiser
- CF TVB staff x4
- MOP staff x1

Other events we assisted with:

- AAU Iowa Super Pee Wee State Wrestling Meet – Young Arena – approximately ??? people
- Knights of Columbus Bowling Tournament – Maple Lanes
- Maple Syrup Festival – Hartman Reserve Nature Center
- World's Greatest Spring Break for Kids and Cedar Falls Family Spring Break

Respectfully Submitted,



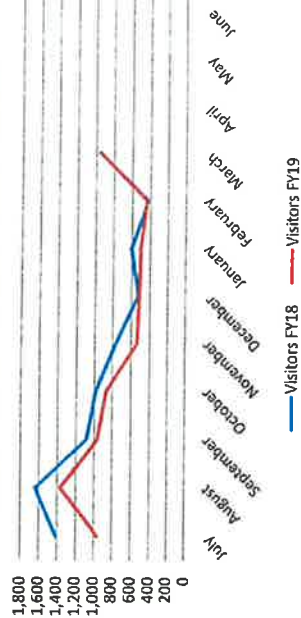
Kim Manning, Visitors, Tourism and Cultural Programs Manager

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

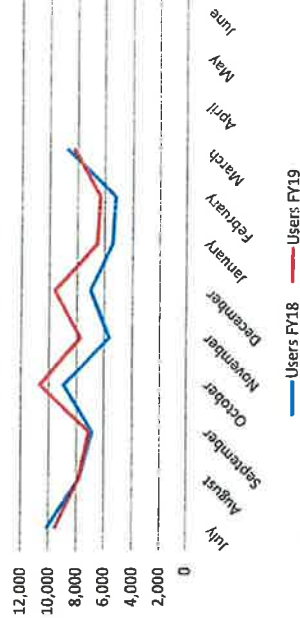
July 2018 thru June 2019	July	August	September	October	November	December	January	February	March	April	May	June	Totals
INCOMING CONTACT BY													
VC Walk-In (Door Counter) FY19	964	1,363	963	868	532	512	502	436	948				7,088
VC Walk-In (Door Counter) FY18	1,411	1,635	1,088	988	766	528	606	425	963	1,085	2,509	1,982	13,976
Email/Website	58	44	25	26	25	65	42	27	33				345
US Mail	0	0	0	0	0	0	0	0	0				0
Phone	143	98	114	118	86	77	122	115	147				1,020
HOW HEARD ABOUT US - If offered													
Friends / Family	0	0	5	1	3	0	3	0	0				12
Other (eg. Postcard mailing, ads, web/FBook)	0	2	20	0	2	0	0	0	0				26
Signage	0	4	14	12	2	3	3	5	5				48
Advertising	0	0	0	2	0	0	0	0	0				2
Trade / Consumer Show	4	0	1	1	0	0	2	0	0				8
SERVICES PROVIDED													
Attended a Meeting/Rental	62	188	96	128	47	63	71	82	223				960
Bureau Business	229	167	175	228	181	139	209	151	189				1,668
Group Tour Info	1	12	0	2	9	1	5	2	7				39
Hotel/Restaurant	2	1	0	2	0	0	2	6	0				13
Relocation	1	1	11	2	2	15	3	25	22				82
School Project	0	0	0	1	0	0	0	0	2				3
Special Event	0	0	0	0	0	0	0	2	1				3
Trail User	100	118	96	55	4	9	14	66	1				463
UNI	0	11	5	2	10	39	7	4	10				88
VC Amenities including Restroom	655	722	664	484	254	296	194	164	427				3,860
ADVERTISING LEADS													
Iowa Travel Guide / Website	572	483	415	331	337	279	2,988	920	768				7,093
ELITA Travel Guide	1	1	2	0	0	0	0	0	0				4
AAA Living	4	0	0	0	100	160	1	0	0				266
Midwest Living (Best of the Midwest)	117	24	25	15	0	8	0	0	0				189
Iowa Tour Guide (group leads)	4	9	4	0	0	14	6	3	16				66
BROCHURE DISTRIBUTION													
Total Visitor Guide Distribution	1,354	1,252	1,040	1,236	861	598	12,091	1,180	3,988				23,610
VG Mailed Out (Individual)	27	27	17	11	7	33	22	20	28				192
VG Bulk Distribution (Local)	312	467	380	410	410	60	3,434	212	2,484				8,169
VG Bulk Distribution (Non-Local)	240	120	175	120	0	0	5,635	0	675				6,966
Relocation	30	7	7	2	7	14	5	25	17				114
Welcome Bags	57	114	15	347	0	30	0	0	0				563
Total Trail Guide Requests	321	368	73	179	83	43	124	102	1,173				2,466
WEBSITE TRAFFIC													
Users FY19	9,489	7,844	7,077	10,612	7,731	9,552	6,519	6,341	8,229				73,374
Users FY18	10,074	7,809	6,880	8,907	5,646	7,026	5,409	5,227	8,715	7,926	8,289	11,339	93,247
Sessions FY19	11,650	9,315	8,628	13,109	9,476	11,833	7,724	7,503	9,879				89,117
Sessions FY18	12,533	9,604	8,410	10,684	6,837	8,573	6,430	6,189	10,604	9,362	10,182	14,116	113,324
Page with Top Views	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	
Top Referral Site	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	
Top Referral Site	m.Facebook.com	m.Facebook.com	CedarFalls.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	
SUBSCRIPTIONS													
Weekender News (consumer newsletter)	390	414	417	418	426	426	427	450	450				
Weekender Blog	148	156	160	168	168	171	182	179	173				
Hospitality Highlights (partner newsletter)	543	550	548	551	510	490	490	408	400				
SOCIAL MEDIA FOLLOWERS													
Facebook (Likes)	8,577	8,608	8,614	8,619	8,641	8,651	8,651	8,654	8,658				
Instagram	1,000	1,012	1,029	1,062	1,066	1,084	1,131	1,162	1,198				
Twitter	3,657	3,616	3,639	3,661	3,648	3,673	3,673	3,700	3,711				
Pinterest	504	505	506	497	493	492	499	499	502				
Google+	27	21	21	22	22	22	22	22	0				
VOLUNTEER INVOLVEMENT													
Board / Committee Hours	129	138	146	116	143	126	206	148	332				1,484
Student / Intern Hours	152	72	6	10	0	4	0	4	4				250
Envoy Hours - Visitor Center	98	105	100	82	93	93	72	61	96				798
Envoy Hours - Special Event/Rapp Station	29	4	4	4	63	0	3	53	61				220

MISC.												
Groups in Conference Room	2	11	3	4	2	3	3	2	7			
Motor Coach Group in CF	0	3	1	1	0	1	0	0	0			
INCOME												
Gift Shop Sales	\$872.15	\$774.46	\$474.84	\$521.32	\$325.40	\$370.47	\$350.39	\$261.24	\$218.39			
Facility Rental	\$210.00	\$630.00	\$500.00	\$350.00	\$125.00	\$275.00	\$150.00	\$175.00	\$1,300.00			
Host Motor Coach @ VC or Step Guide	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00			
										\$4,168.66		
										\$3,715.00		
										\$250.00		
											37	
											6	

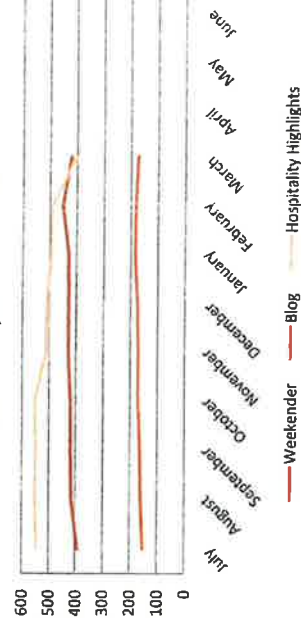
Visitor Center Traffic, Door Counter



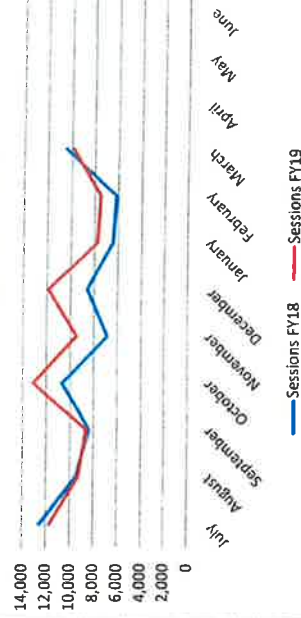
Website Traffic, Users



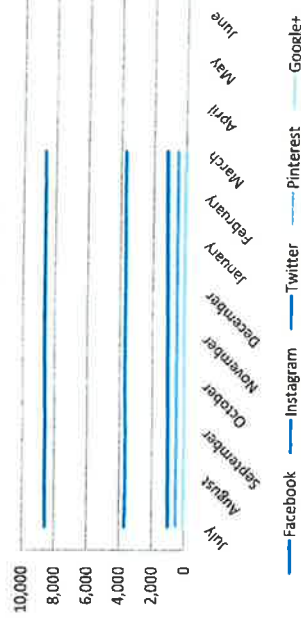
Subscriptions FY18



Website Traffic, Sessions



Social Media Followers FY18





PUBLIC EVENTS/PROGRAMS @ The Hearst

- March 2: Local Food and Film Fest
- March 3: Empty Bowls workday in the ceramics lab
- March 5: *So I could be MacBeth* performed by Scene D; also a short play by Dike New Hartford high schools students .
- March 8: Lunchtime Concert with UNI trombone octet
- March 17: Gallery talk with artist Lynn Brant
- March 21: More Music in Mae Latta with Phil and Travis
- March 28: Final Thursday Readers Series with Paul Heeden
- This month we also held a FULL "Art Day Away" day camp and week-long Spring Break Camp!

HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:

- Attended Cedar Valley Food and Film Festival at the Hearst
- Assisted with preparing donor materials for Public Art Committee
- Attended monthly Cedar Valley Arts Steering Committee meeting at the CFNEIA; leading subcommittee for organizing upcoming 3rd Annual Cedar Valley Arts Summit in fall.
- Participated in quarterly Cedar Valley Hospitality meeting.
- Met with Eric Anderson, Director of the Blanden Memorial Art Museum in Ft. Dodge, to tour, discuss expansion plans, pitfalls, education programs and loaned exhibitions.
- Met with new volunteer from Board Draft event; found way to involve her in a meaningful way in our work.
- Led tour and discussion with two UNI Visual Perceptions classes in conjunction with *View Points* exhibition.
- Met with Curator Emily Drennan and UNI Prof. Jim O'Loughlin to plan upcoming collaborative exhibition featuring the prose of James Hearst, organized and presented by a UNI graduate English class.
- Completed and submitted final report for Humanities Iowa grant in conjunction with *Dazzle Camouflage* exhibition and programming.
- Met with Lisa Roeding to clarify budget questions.
- Prepared materials, created agenda and facilitated monthly Building Visioning Committee meeting.
- Attended "Art Up" seminar online with Iowa Arts Council re: community arts projects.
- Met with Dan Perry of the UNI Public Art Incubator to work on grant applications for the Model to Main collaborative project.
- Attended opening reception at Waterloo Center for the Arts.

- Hosted/attended public gallery talk with artist Lynn Brant in conjunction with View Points exhibition.
- Met with local artist donating three works to the permanent collection; works will be presented to Collections Committee for consideration.
- Conducted six annual reviews for staff members: Abby Haigh, Emily Drennan, Angie Hickok, Lea Steward, Sheri Huber-Otting and Ana Verastegui.
- Met with Heather Johnson, Director of the Octagon Center for the Arts in Ames, to discuss facilities and programming; part of Building Visioning Committee work.
- Toured Mainframe Arts, a non-profit arts organization in Des Moines, currently housing affordable studios for artists; part of Building Visioning Committee work.
- Worked with Jennifer R. on ACB proposal for a Community Arts Sponsorship Fund.
- Met with Kate Brennan Hall, President of the ACB, to plan for the all-board annual strategic planning meeting.
- Worked with Matt Buck on planning for building repairs for the remainder of the FY.
- Organized, created materials for, and attended all-board strategic planning meeting on Saturday, March 30 from 8:30-12.
- Reviewed/amended agendas and meeting minutes for Friends, Art and Culture Board and Public Art Committee meetings.
- Attended/presented at meetings of Friends of the Hearst board, Art and Culture Board and Public Art Committee.
- Worked with Senior Services Coordinator to approve bills, dailies, timesheets, etc.
- Led weekly staff meetings.
- Sent one "board bites" email for board and committee members, council and directors.

HIGHLIGHTS from Lea Steward, Senior Services Coordinator:

- Attended an professional development webinar on excel dashboards
- Updated and maintained customer accounts in Max Galaxy.
- Adjusted and refunded payments for classes and rentals
- Developed an improved system for tracking independent study passes and waiting list.
- Created a spreadsheet for tracking ceramic studio independent study and class usage for last fiscal year; for use by visioning committee.
- Entered Visioning wall comment card responses into a spreadsheet.
- Generated a list and prepared multiple mailing for the post office.
- Tracked balance and estimated future postage use and reported to Friends group
- Compared deposits and expenses from the grants accounts.
- Maintained and added contacts in Past Perfect for better mailing lists
- Purchased and maintained stock of office supplies.
- Processed weekly deposits for the Hearst front desk and Friends group checks
- Handled gift shop transactions and answered customer questions about merchandise
- Answered many questions on the phone and in person about upcoming events & classes
- Greeted visitors and gave directions to other area attractions
- Entered council bills, P-card transactions and payroll
- Processed vendor payments and reimbursement requests

- Generated invoices and processed payments for North Star
- Generated reports from AS-400 for staff members as requested
- Recorded Friends donations and membership dues in Past Perfect
- Updated the past year comparison report of Friends Memberships
- Updated the financial report for the Public Art Committee meeting
- Completed program registrations both in person and over the phone for classes.
- Entered rental contracts into MaxGalaxy and processed payments
- Made weekly reports on the status of membership and class enrollment

HIGHLIGHTS from Emily Drennan, Curator and Registrar:

- The exhibitions COLLECTION WORK and VIEW POINTS were on view through March 24.
- Attend reading/recording session at Special Collections, Rod Library for Tim Fay of Wapsipinicon Almanac, moderated by UNI Languages & Literatures Professor Dr. Jim O'Loughlin on March 1.
- Meet with Dr. O'Loughlin and Heather Skeens to develop an exhibition-related partnership with UNI graduate students for fall 2019.
- Communicate with CF art teachers to coordinate the Hearst's annual k-12 exhibition.
- Maintain clean walls and functioning track lights during public hours of exhibitions.
- Prepare a document of my thoughts on "right-sized" spaces for the work of exhibitions and collections for the city of Cedar Falls.
- Prepare agendas and minutes and gather other financial and committee materials for the Cedar Falls Public Art Committee (CFPAC) and release for distribution and public posting.
- Attend meeting of the CFPAC on March 15 and serve as staff secretary then prepare and distribute minutes in draft.
- Prepare for and attend a public lecture by exhibiting artist Dr. Lynn Brant on March 17.
- Visit the home of weaver Teddi Finegan with the Cultural Programs Supervisor and Art and Culture Board Vice President to accept works for consideration of acquisition.
- Work with the Marketing Assistant and Gary Kelley to coordinate an exhibition of his work at the Hearst that was created for an upcoming Dvořák symphony performance.
- Work with the Programs Coordinator to develop photography programs related to an upcoming series of portraiture exhibitions.
- Prepare projects for, provide feedback to, and monitor a collections intern during the month of March.
- Attend a meeting of the Visioning Committee on March 27.
- Deinstall works in VIEW POINTS; prepare some for consideration of acquisition, prepare some for return shipping, and return related equipment to Information Systems.
- Patch and paint walls in Dahl-Thomas Gallery.
- Deinstall COLLECTION WORK and move related equipment to the Nancy Price Meeting Room for further collection work.
- Patch and paint walls in Dresser-Robinson Gallery.
- Do an informal inventory of off-site storage area.
- Communicate with artists and lending organizations to plan for upcoming exhibitions.

- Continue preparations for meeting of Collections Committee of the Art & Culture Board.
- Work with the Cultural Programs Supervisor on current and upcoming projects and related events.
- Attend weekly staff meetings.



HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator:

- March 5th, The Play *So I could be MacBeth* by Scene D and a short play by Dike New Hartford students were performed.
- March 8th Lunchtime Concert .
- March 21st, More Music in Mae Latta hiring and set up.
- March 28th, Set up for event Final Thursday Readers Series.
- March 14th, meeting with Tom Connors about Pedal Fest route.
- March 19th, Photo Club meeting
- March 21st, Meeting about Passport to the Arts Program for Summer
- March 25th, Meeting for Pedal Fest.
- March 26th, Friends of the Hearst Meeting
- March 27th, Meeting at CF High School about Earth Day Planning

- Coordinated Food and Film Festival event from start to finish; assisted with set up, tear down, and assisting visitors and vendors during the day of the event.
- I spent 5.0 hours setting up for rentals, meetings, receptions, and events in March.
- There were 4 rentals in March.
- Wrote up 7 rental contracts, 3 agreements for upcoming programs.
- Supervised 10 UNI volunteers for Local Food and Film event in March and Angie had 1 volunteer totaling 44.0 hours.
- Managed the UNI Student who needs to volunteer for 150 hours for his major. He worked 21.23 hours in March.
- Reviewed materials for upcoming events in April and beyond.
- Worked more on goal setting for upcoming year.
- Attended weekly staff meetings 6 hours
- March 14th , Attended a Webinar about volunteer management 1 hour
- Worked more on summer brochure events.
- The Photo club had a meeting.
- Worked with Staff and partners on the Local Food and Film Fest that occurs on March 2nd, 2019.

HIGHLIGHTS from Angie Hickok, Education Coordinator:

- March 15- Art Day Away- full
- Spring Break Camp March 18-22
- Coordinated materials and took minutes at Art and Culture Board meeting.
- Attended weekly staff meetings.
- Communicated the need for availability for spring to schedule open shifts, outreach events and upcoming instructor staff meeting dates/times.
- Scheduled staff to classes, workshops etc.
- Supervised the organization of and supply of materials of classrooms by Ed Assistant
- Supervised and delegated duties to Ed Assistant: ordering supplies, organizing classrooms, leading classes, and scheduling outreach CAFÉ programs.
- Supervised and delegated duties to Ceramic Lab Tech: ordering supplies, organizing ceramic lab, leading classes, and scheduling, professional development.
- Supervised all lessons/activities for Art Day Away and Spring Break Camp
- Coordinated scheduling of Education Committee meeting; prepped materials.
- Helped coordinate and promote Hearst opportunities to UNI class tour.
- Coordinated Green Iowa AmeriCorps to visit during summer camps.
- Coordinated a new CAFÉ program to be held at the Western Home in conjunction with Dan Perry from the Public Art Committee.
- Coordinated materials, paperwork and lesson plans for birthdays in March and April
- Coordinated with lead teacher for art day away to develop and instruct lesson plans.
- Hosted 2 Empty Bowls events, partnering with the Cedar Valley Food Bank.
- Partnered with GBPAC to have spring break campers paint canvases to be shown at "Artrageous" show in lobby.
- Coordinated with St. John's church to organize glazing communion plates

- Coordinated with Nazareth church to provide clay, firing and glazing for chalices.
- Answered Public inquiries about instructor positions.
- Coordinated a tour for kindergarteners from Nashua-Plainfield in April
- Interviewed and hired a new figure model.

HIGHLIGHTS from Abby Haigh, Marketing Assistant

- Worked with graphic designer on projects: First Fifty: Collaborations postcard, Gary Kelley postcard/vinyl, Cedar Falls Student Art Exhibition postcard/vinyl, Channel 15 Hearst Ads, FB Education Promos, Sturgis Falls Ad and Spring 2019 brochure.
- Worked with Cedar Falls Schools art teachers on Cedar Falls Student Art Exhibition labels. Created the labels for curator.
- Errands: Ace Hardware, Gary Kelley Studio, Van Dorens and Signs and Designs.
- Submitted spring/summer brochure events/education/exhibitions to V&T web calendar and printed brochure.
- Approved final Education billboard for April.
- Mail Chimp: created content/graphics /sent/added email subscriptions, created content/graphics for April E News and Cedar Falls Student Art Exhibition invite.
- Continued to fill in at the front desk for lunch breaks, absences, breaks, take mail to city hall and mailings to post office.
- Gift Shop: continued additional markdowns and ordered The Complete Poetry of James Hearst book.
- Created content/graphics/posts for social media.
- Friends Website: Updated index, events, exhibition and education pages.
- City Website: Updated holiday hours, exhibition and education pages.

Respectfully submitted,



Heather Skeens, Cultural Programs Supervisor
Hearst Center for the Arts

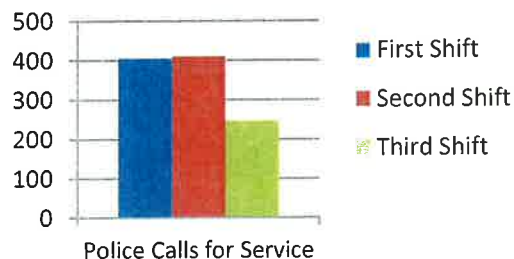
Hearst Center for the Arts Activity Report - Cultural Division FY19

	July	August	September	October	November	December	January	February	March
ATTENDANCE									
# of Days Open to Public	27	28	26	26	24	23	25	23	28
Door Counter	2579	1743	1195	2534	2014	1197	1673	1831	2299
Sculpture Garden (est.)	375	300	300	250	200	200	200	200	250
Average visits per day	109.41	72.96	57.50	107.08	92.25	60.74	74.92	88.30	91.04
VISIT PURPOSE									
Exhibition (walk-in)	313	347	184	248	343	244	220	196	258
Exhibition Receptions	141	101	49	74	44	37	0	92	0
Meetings	40	65	40	69	51	106	117	52	55
Youth Classes	64	16	140	375	62	0	375	354	89
Adult Classes	59	29	45	76	30	22	160	153	36
Messy Mornings	0	0	67	85	49	60	73	54	40
Camps	918	448	25	0	40	0	0	30	359
Birthday Parties	65	84	62	45	0	73	16	53	76
Workshops	17	0	11	79	25	24	24	0	0
Tours	89	0	0	110	0	0	0	10	64
Rentals	134	0	84	34	41	85	17	115	117
Ceramics Lab	18	16	15	21	11	25	10	32	8
Public Programs	151	140	304	664	276	252	373	157	450
Thursday Painters	99	130	86	67	97	99	100	66	77
Volunteers / # of hours	13/22.75	3/5.5	5/26.75	5/53	5/37	2/4.25	3/12	6/36	12/61.25
Other	577	367	94	776	945	170	188	467	670
SERVICES OFFERED									
Youth Classes	3	1	13	5	4	0	11	3	4
Adult Classes	13	2	4	16	3	2	14	12	5
Rentals (inc. recitals, etc.)	3	0	4	1	1	1	1	4	5
Community Group Mtgs	11	14	12	12	8	2	5	5	5
Messy Mornings	0	0	4	5	4	3	3	4	3
Camps	10	5	1	0	1	0	0	1	6
Birthday Parties	2	2	2	1	0	2	2	2	2
Workshops	1	0	1	0	1	1	3	0	0
Tours	3	0	0	2	0	0	0	1	2
Public Programs	6	7	14	9	7	8	12	5	11
Thursday Painters	4	5	4	4	4	4	5	4	4
Exhibition Receptions	1	1	1	1	1	1	0	1	0
DIGITAL TRAFFIC									
E-News Subscriptions	1305	1299	1266	1266	1254	1233	1220	1206	1202
Facebook Views	23142	16516	17770	24260	18076	14211	34260	21823	28309
Facebook Followers	1643	1659	1673	1696	1705	1714	1760	1791	1878
Facebook Event Listings	6	6	11	8	8	8	11	7	7
OFFSITE SERVICES									
Offsite Educ. Encounters	152	315	415	611	112	463	0	216	262
Offsite Educ. Programs	4	4	4	7	2	2	0	1	2
Community Committee Mtg	2	3	3	4	3	1	5	2	2
MEMBERSHIPS									
Total Friends Memberships	182	224	234	240	228	232	222	231	233
New/Renewed this month	0	44	11	29	20	23	15	20	20
PRESS									
Newspaper	1	1	1	2	0	1	0	0	0
Radio interviews, ads	1	2	1	2	2	0	0	0	0
Press Releases	1	2	1	2	1	1	4	1	0
Ads, other (FB ads, etc.)	2	1	0	13	0	0	0	1	1

**DEPARTMENT OF PUBLIC SAFETY
MONTHLY REPORT
MARCH 2019**

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	406	410	247
Traffic Stops	116	154	164
Arrests	16	24	30



FIRST SHIFT – Captain Jeff Sitzmann

- First Shift Officers assisted in training our newest Patrol Officers during the month of March. Officers Van Horn, Abbott and Bruggeman all conducted Patrol Operations with First Shift personnel and assisted with Calls for Service.
- Officers continue to receive reports of attempted scams in Cedar Falls. One caller reportedly received a call from a person claiming to be with Cedar Falls Utilities who threatened to shut off utilities if they did not make a large payment right away. The victim called Cedar Falls Utilities and verified they did not make the call.
- During the month Officers spent a lot of time Patrolling areas of town affected by flooding. These duties included ensuring barricades were in place, stopping driver's from traveling on flooded roads and giving extra Patrol for security purposes.
- Officers followed-up on a Domestic Assault that was handled by Third Shift Patrol. As soon as the suspect was released from Jail she Violated the No Contact Order and was found with drugs in her possession. The suspect needed medical treatment and was charged after being released from the hospital.
- First Shift Patrol Officers assisted with a Residential Fire at a residence on Walnut Street. The fire was knocked down quickly, but there was a lot of damage to the structure.
- Officers dealt with a violent, addicted female after a report of a Violation of a No Contact Order. She resisted and fought when Officers arrived and she was eventually taken to an area hospital for a psych evaluation. She was released a few days later and arrested on multiple charges.
- Officers investigated a Shoplifter at Kohl's. The suspect took off from security and was caught by Officers in a snow pile. He was found in Possession of Drugs, Stolen Merchandise, a stun gun and a mace. He faces multiple charges included Parole Violation.
- Officers dealt with numerous problems associated with street flooding. Some of the storm drains were still frozen and the melted snow was not able to flow off of the streets. In one street flooding situation, two cars had to be towed, so Public Works could deal with the problem.
- Officers responded to a report of a Pedestrian Struck by a semi at Martin Brothers Distribution. The victim died at the hospital and Officers spent the majority of the day processing the scene and following-up.
- Officers responded to a 911 Call in which the female victim claimed her ex-boyfriend was trying to break-in. The subject left prior to Officer arrival, but he was located at Sartori Hospital. He was charged with Criminal Mischief and Violation of a No-Contact Order. He had a minor injury after breaking the victim's window.
- Officers investigated a large Fraud operation which victimized area convenience stores. Gift cards, cartons of cigarettes and other merchandise were purchased using a bogus credit card. The suspects hit multiple businesses and were driving a rental car. The case is still under investigation.
- Officers assisted with a Grass Fire that got out of control near Skyview Drive. The fire was initially started to burn dead grass in a small field, but it quickly got out of control and went to other property. Officers and Firefighters used shovels and hoes to extinguish the fire.

SECOND SHIFT – Captain Jeff Harrenstein

- Officers were called to Kohl's for a Shoplifter. Officers arrested an adult male and charged him with Theft 4th.

- Officers were called to Target for two Shoplifters being detained. Officers arrested one adult male and one adult female. Each was charged with Theft 5th Degree.
- Officers conducted a Domestic Abuse Assault investigation. As a result, one adult female was arrested and charged with Domestic Abuse Assault Causing Injury.
- Officers were called to Wal-Mart regarding a subject with multiple Arrest Warrants. Officers located the subject near Wal-Mart and took him into custody.
- Officers were dispatched to an address on Main Street after a suspicious note was found by neighbors. Upon arrival, Officers found a note saying not to come in and to call 911. Officers later learned that a subject had committed suicide.
- Officers were dispatched to Cedar Falls Community Credit Union after learning a new customer opened an account and then immediately began writing checks. Officers learned the subject hadn't deposited money into the account. Investigation continues.
- Officers were dispatched to Community Motors II after learning someone tried stealing tires off of one of their cars.
- At the request of Bremer County, Officers checked the Christie Apartments for a Wanted Subject. The subject was located, arrested and transported to the County line.
- Officers were dispatched to the Five Seasons Mobile Home Park, for the report of a Sex Offense. Upon arrival, Officers learned that an adult male was Assaulting an 11-year old. A male subject was arrested and charged with Lascivious Acts with a Child.
- Officers were dispatched to the report of a vehicle that had struck a moped at Ridgeway Avenue and Nordic Drive. The subject on the moped was alert and talking when Officers arrived. He was transported to Mercy One – Cedar Falls, with non-life threatening injuries.
- Officers responded to a report of Loud Music at a residence on West 8th Street and during the investigation discovered an adult male was in Possession of Marijuana with Intent to Deliver and with a small child in the apartment was additionally charged with Child Endangerment.
- Officers responded to a report of a female Shoplifter at Wal-Mart. Subsequent investigation led to her arrest for Theft 5th.
- Officers responded to report of a female Shoplifter at Hy-Vee. The subject was arrested for Theft 5th.
- Officers responded to a Burglary in progress at a residence on West Ridgeway Avenue with the owner watching it happen on his surveillance camera. A black male and female had fled the scene prior to Officer's arrival. A safe and other property was taken from his residence. Subsequent investigation has identified the suspects and a Search Warrant will be executed on their residence.
- Officers went to a residence on Valley Park Drive to serve an Arrest Warrant. The female subject was located and arrested. She was found to have additional drugs on her person which will lead to charges being filed upon return of lab results.
- An adult male came to the Police Department and surrendered himself on a Valid Arrest Warrant. He was taken to Black Hawk County Jail without incident.
- Officer took a report of a Violation of a No Contact Order. Investigation will lead to a charge of Violation of a No Contact Order on the male when he is located.
- Officer made a Traffic Stop at 18th Street / Main Street that resulted in an adult male being arrested for Operating While Intoxicated.
- Officers responded to a report of a Motor Vehicle Accident at Highway 58 / Greenhill Road which kept Southbound Highway 58 closed for close to an hour. Minor injuries, but both vehicles were totaled.
- Officers have been monitoring flood related issues for the last several days, making sure roadways are closed as needed and other types of assistance.
- Officers responded to Kohl's for a Theft. Officer's determined that the suspect had left the store before arrival and made off with hundreds of dollars in electronics. Investigation continues.
- Officers responded to Wal-Mart on the report of an intoxicated male subject with two young children. Investigation showed that the subject was intoxicated and drove the two young children to Wal-Mart. The subject was arrested for Operating While Intoxicated 2nd Offense and two counts of Child Endangerment.
- Officers conducted a Traffic Stop in the area of Erik Road and Norse Drive. A Consent Search was conducted after Officers had reason to believe drugs were in the vehicle. As a result, drugs and

drug paraphernalia were seized. One adult female was arrested and charged with drug related offenses.

- Officers responded to Target Distribution Center for an Internal Theft and employee termination. As a result, an employee was arrested and charged with Theft 3rd.
- Officers responded to Five Seasons Trailer Court on the report of an Assault in progress. As a result of the investigation, one subject was arrested and charged with Assault, Assault Domestic Abuse and Public Intoxication.
- Officers were dispatched to the report of Theft from Kohl's. The subject left before Officers arrived, but was pulled over a short distance away. The subject was arrested for Theft 3rd, Driving While License Revoked and a Warrant.
- Officers arrested a female for Domestic Assault after an incident at Peet Junior High School. The dispute started over a custody issue with the couple's 14-year old daughter.
- Officers are investigating a Burglary at Tony's La Pizzeria. Officers learned that employees of another bar; entered an unsecure door and began drinking alcohol belonging to the bar.
- Officer arrested a male subject for Public Intoxication after observing him stumbling around on College Street.
- Officers assisted an Illinois resident with locating her horse. The horse got out of an unlocked trailer in the area of Highway 218 / Highway 58. With assistance from citizens, Officers were able to get the horse secured in a fenced yard, and returned to the trailer.

THIRD SHIFT – Captain Mark Howard

- Officer checked with a group of subjects being Disorderly in the 100 block of East 3rd Street. The subjects stated they had a ride coming and were advised to make sure they did not drive. A short time later an Officer noticed these subjects in a vehicle and one of them was driving. She stopped the vehicle and the driver was arrested for Operating While Intoxicated.
- Officers were called to a Disorderly at a residence on West 4th Street. Female there stated that the male drove her car into a parked car and that he was intoxicated. The male had fled the scene and could not be located. A vehicle in the 1600 block of West 4th Street was located and had been struck by another vehicle. Case in under investigation.
- Officers were called to Kwik Star on the Hill for a subject who refused to leave the business. That subject was arrested for Intoxication.
- Officer Stopped a motor vehicle for a Traffic Violation. The driver was arrested for Operating While Intoxicated.
- Officers were called the Octopus bar for a Disorderly Subject. That subject was arrested for Intoxication and Disorderly Conduct. He was also charged with Criminal Mischief 3rd.
- Officers stopped a Fight from happening in J Lot on the Hill.
- Officers were called to Highway 58 and Highway 218 Northbound for a vehicle that struck the guard rail. The driver was arrested for 2nd Offense Operating While Intoxicated.
- Officers were called to Sartori Hospital for a mental subject who attempted to flee the hospital. The subject was caught by Officers and returned to the hospital.
- Officer dispatched to an Internet Fraud case. Reporting Party is experiencing mental issues and there was no actual Fraud that occurred.
- Officers dispatched to Wal-Mart for a report of two females in custody for Shoplifting. Both adult females were arrested and charged with Theft.
- Officers dispatched to a male walking around intoxicated on the Parkade looking for his vehicle. What he didn't know is we towed his vehicle from in front of the Horny Toad during Downtown snow removal. He didn't realize he was the only car on Main Street when he parked and snow removal was already in progress.
- Officer called to a Drug Violation at Kwik Star. A customer found a baggie of suspected Marijuana in the store and turned it over to employees. The suspected Marijuana was seized and put into evidence for disposal.
- Officers were called to a report of a person possibly Stalking another. Information was gathered and it was determined that there was no Harassment, but the suspect in the incident was Warned and Advised.

- While on Patrol, Officers noticed a Suspicious Vehicle backed up to the front doors of Buffalo Wild Wings. Officers made contact with persons inside of the business. After tracking down information, it was learned that the subjects were supposed to be there doing maintenance to the building.
- Officers conducted a Traffic Stop which led to an Operating While Intoxicated arrest.
- Officers open a narcotics investigation. The case is on-going.
- Officers conducted numerous Bar Checks on College Hill and Downtown. Citations were issued for Minor In Possession and one subject was arrested for Public Intoxication and having a Fraudulent ID.
- Officers were called to an Accident on Orchard Drive. While investigating the Accident, Officers found one of the driver's was intoxicated. She was arrested for Operating While Intoxicated 1st Offense.
- Officers were called to a Suspicious Subject that was knocking on the door of a residence in the area 15th and Clay Streets. Officers were able to find a male matching the description and made contact with him. The subject was from out of town and was trying to find his sister's residence.
- Officers were called to Wal-Mart for a Theft. One subject was arrested for Theft.
- Officers were called to a residence on West 8th Street for a Disorderly.
- Officers were called to Sharky's Fun House for a Fight; subjects were gone as Officers arrived.
- Officers dealt with a large presence of gang members in both Sharky's Fun House and Little Bigs. Two Foot Teams were placed on the Hill. Officers continued Alcohol Enforcement and issued nine Minor In Possession along with three on Friday night.
- Officers were called to a Burglary on Hawthorne Drive. It was Reporting Party's roommates.
- Officer had to respond to several Police Alarms at Ashley Furniture.
- Officer responded to a Police Alarm at Scheels.
- Officers assisted with 2nd Shift Child Endangerment case
- Officers were called to a residence on West Ridgeway Avenue for a Fireworks Call. Subjects were Warned and Advised.
- Officers were called to Kwik Star on College Street for a Suspicious Subject. He was not located.
- Officers were called to a residence on West 8th Street for an 18-month old having a seizure. Mom and baby went with ambulance. Officer stayed with other child until grandma arrived.
- Officers were called to 900 block of Tremont Street for a vehicle stuck in the snow. The female driver was brought in for Operating While Intoxicated and the male was taken straight to the County Jail for Warrant. The female was released and was not intoxicated.
- Officers were called to Center Street and Dunkerton Road for a Roll-Over Accident and the driver was trapped. Fire was called to the scene to assist getting her out.
- Officers were called to a residence on College Street for a Burglary to the residence. This was a dispute between roommates.
- Officers were called to a residence on Franklin Street for a Burglary in progress. Subject located in the residence had permission to be there and was moving the rest of his items out.
- Officers called to Taco Bell for a Burglary in progress. Employee arrived to work to find the doors to the business standing open. Officers cleared the business and found nothing out of place.
- Officers assisted 2nd Shift with a Drug Call. Second Shift arrested a subject for Possession with Intent to Deliver Marijuana. He had 27 individual baggies of Marijuana, baggies and a scale. Third Shift assisted and transported the subject to County.
- Officers called to a Disorderly at Windsor Care Center. This has been converted into apartments. After an investigation, statements and interviews the female was arrested for Domestic Assault. The victim had scratches across his body along with a large bite mark in the middle of his back.
- Officers called to a Suspicious Male walking up to several houses. The subject left and returned and was now at a different house. Officers located the subject's vehicle in the neighborhood and made contact. Officers determined he was a lost family member and was at the correct location now.
- Officers called to a Disorderly. Officers met with the Reporting Party and determined she brought her sister to town from Des Moines and now wanted her out of the house. Arrangements were made for the female to get a ride back to Des Moines.
- Officers called to Bicentennial Apartments for a report of someone yelling for help. Officers checked the area and were unable to locate anyone. Another call came in and they were able to determine it was coming from inside an apartment. With assistance from the Fire Department, they gained en

to the apartment without forcing entry and found an intoxicated male had fallen and pulled his dresser down on top of him trying to get up causing himself to be trapped under the dresser. Officer assisted lifting the dresser off of him.

- Officer called to a female that overdosed on Zanax. She was transported.
- Officers were called to the Black Hawk Hotel for an Intoxicated Subject. Officers were unable to locate that subject.
- Officers, while on foot on the Hill, located a subject urinating in a trash can inside of Little Bigs. This subject was arrested for Intoxication and cited for urination.
- Officers were called to Stickfort Electric twice for an Alarm.
- Officers were called to a residence on West 8th Street for a Disorderly. Officers transported two subjects to the Cedar Falls Police Department for statements. This case is under investigation at this time.
- Officers were called to a residence on West 8th Street for a subject banging at the door. When Officers located the subject he smelled strongly of Marijuana. Officers did locate Marijuana on the subject who was then arrested for Possession.
- Officer was called to a residence on West 8th Street for a Domestic. While there, he noticed a subject that had been Trespassed from there several times. This subject was arrested and charged with Violating a Court Order.
- Officers were called to a Disorderly on College Street, where a male would not leave the residence. The male was involved in the Disorderly the evening before at a residence on West 8th Street. Officers escorted the male off the property and served him notice that he was not allowed back at the residence.
- Officers monitored the flood levels on the river. Along with this, Officers made sure 'Road Closure' signs were still in place.
- Officers were called to the pedestrian bridge by Pfeiffer Park where a vehicle had driven over the bridge and was now stuck in the mud and snow. The Reporting Party of the call was the driver. It was learned that the driver was delivering pizzas and his GPS guided him over the bridge. By the time the driver got over the bridge, it was too late and he got his vehicle stuck. There was nothing suspicious about the driver, and he was making arrangements to come get his vehicle during the daylight hours.
- Officers were called to a residence on Center Street for a vehicle stuck in a snowbank by the driveway of a residence. The resident called in and was complaining because the driver was revving the motor trying to get the car free. Officers made contact with the driver and made arrangements to have the driver's father help move the vehicle in the morning. An Accident Report was completed.
- Officers noticed several Persons of Interest that appeared late in the evening out at the Voodoo Lounge. Officers began Foot Patrol in the area of Voodoo Lounge.
- While inside of Voodoo Lounge, Officers were alerted to a Fight going on between a patron and the bar staff. Officers learned that a male was trying to fight other people in the bar, and when the male was confronted by bar staff, he fought with staff. Officers attempted to place the male under arrest and the male fought with Officers. The male struck one Officer in the neck and face. Finally, the male was placed in handcuffs and had to be carried down to a Patrol car. He was arrest for Intoxication, Interference, Disorderly Conduct, and Assault on a Peace Officer.
- Officers conducted a Traffic Stops in which two drivers were arrested for Operating While Intoxicated.
- Officers continued to monitor river levels and checked 'Road Closed' signs for water over the road. During this time, Officers also made contact with Cedar Falls Utilities employees that were installing a flood wall along 9th Street.
- While on Patrol, Officers found a vehicle up over the curb, facing the wrong way on Washington Street at 1st Street. Officers made several attempts to locate a driver, but could not come up with anyone. The vehicle was towed and a case was started for follow-up.
- Officers were called to a Suspicious Truck at Casey's on Nordic Drive. Officers made contact with the driver of the truck and learned that he was homeless and was staying in his truck. The truck and the driver checked OK and he was advised of his options.

- Officers were called to a residence on Tremont Street for a subject walking through yards. When Officers arrived, they found a male subject lying in the street. The subject was extremely intoxicated and was arrested for Public Intoxication.
- Officer was called to Hy-Vee for a young male that was seen walking to the store on his own. The Officer located the subject in Hy-Vee who advised that he was buying groceries for his family. The Officer did give the subject a ride back home after he purchased his groceries and spoke with the boy's guardian about the time this occurred (after Midnight).
- Officer was called to 1900 block of College Street for a dog that was continually barking.
- Officers were called to a Suspicious Male on 2nd Street at Hudson Road. The subject checked OK.
- Officers were called to a residence on Maplewood Drive for a Disorderly. Officers were able to determine that there was no assault and the subjects were advised of the noise complaint.
- Officers assisted 2nd Shift on a Sex Assault Call that occurred at the Exceptional Persons Inc. residence on Main Street.
- Officers were called to 5000 block of University Avenue for possible Shots Fired. Officers checked the area and were not able to locate anything. An Officer spoke to a delivery driver at Wendy's who advised that it was his trailer that made the popping sound when he was backing up.
- Officers were again called to a residence on Maplewood Drive for the same subjects fighting again.
- Officers were called to a residence for Loud Subjects. Subjects were Warned and Advised.
- Officers were called to a residence on Garnet Road for a Disorderly between a husband and a wife. The argument was verbal only. The male subject had three Active Warrants, but none of the Counties would extradite.
- Officers assisted a 2nd Shift car with a Traffic Stop at the start of Shift.
- Officers were called to iTech for a report of a Burglary Alarm. When Officers arrived the front door had been smashed out and no one was around. Investigations were called in to assist with the call.
- Officers were called to the College Square Movie Theatre for a vehicle that was Vandalized.
- Officers were called to a residence on West 4th Street for a Suspicious Vehicle. The vehicle was Stopped and subjects checked OK.
- Officers were called to a residence on West Ridgeway Avenue, for a subject threatening suicide. Several Officers and two paramedics were with the subject making sure he did not harm himself. The subject did eventually go with paramedics. Officers did follow the ambulance to Covenant Hospital in Waterloo without incident.
- Officers were called to Area 51 Tattoo on Waterloo Road to help a subject get his vehicle. Officers did assist the subject and his vehicle was not damaged.
- Officers were called to a residence on West 4th Street for a Domestic Assault. A female was charged with Domestic Assault.
- Officer was called to a residence on Ridgewood Drive for a Missing female. Officer completed a Missing Person Report.
- While Officers were walking the bars in the Downtown district, they were given information from Voodoo Lounge staff that several subjects presented guns last weekend to staff in a threatening manner while Cedar Falls Officers were making an arrest. Shift is working with staff at Voodoo Lounge to obtain video and identify these subjects.
- A female subject walked into the Police Department at 6:00 A.M. and turned herself in on a Warrant from December. She was taken into custody.
- Officers were called to a vehicle all over the road, Northbound on Highway 218. Officers were unable to locate the vehicle.
- Officers found the large bay doors open at the new Public Safety Building. Officers checked the building and believed the construction crew left them open.
- Officers were called to Bluff Public Works for an Alarm. Nothing found.
- Officers while walking the Hill, noticed a subject with gang affiliation get in a car a drive away. Officers were able to catch-up to the subject and Stop the vehicle. That subject was Barred and was arrested.
- Officer, while on Patrol, was flagged over by an employee at Kwik Star on the Hill. She reported that a subject in the parking lot had taken pizza from the store and refused to pay. That subject was arrested for Theft.

- While driving through the Downtown, an Officer called out a Disorderly / Fight at Deringer's Public Parlor. One subject was arrested for Intoxication and Disorderly.
- Officers were called to Wal-Mart for three subjects refusing to leave. Officers made subject leave as requested by Wal-Mart.
- Officers were called to a residence on Lincoln Street for a possible Assault. Officers spoke to a female who was extremely intoxicated. She had not been Assaulted.
- Officer was called to a residence on Highland Drive for a Hit and Run Accident.
- Officers were called to a residence on Spruce Hills for a Disorderly between a male and a female. There was no Assault; the male was taken to another residence for the night.
- Officers were called to a residence for Loud Music. When Officers arrived it was quiet. Officers did speak with the residents and Advised them of the compliant.
- An Officer, while on Patrol, noticed an occupied vehicle in the parking lot of Cook's Outdoors. The vehicle checked OK.
- Officers were called to Central Park for a possible Fight. Before Officers could arrive, the Reporting Party reported that subjects were leaving the area. When Officers arrived, no one was around.
- Officers were called to Deringer's Public Parlor for an Alcohol Overdose. Subject went with paramedics.
- Officers were called to a residence on Rownd Street for a 16-year old that had a seizure.
- Officers were called to the Quarters Apartments for Loud Subjects. When Officers arrived, the subjects were gone.
- Two large crews arrive late on the Hill. These groups were seen splitting up as they arrived, as if they were looking for someone. Officers were quick to respond and went back to the Hill and got out on Foot Patrol. The subjects left the area without incident.
- Officers called to Symons Road for a vehicle stuck in the mud. The driver thought she could drive her Chevy Camaro through 2 feet of mud. The vehicle had to be left. Even the tow truck was unable to pull it out.
- Officers responded to a Fire Alarm at The Horny Toad. Initial Officer met with employees that advised a pile of cleaning rags caught on fire. The building was filled with smoke. Officer assisted with a fan.
- Officer called to assist paramedics. The Reporting Party stated he fell and split his head open in his apartment.
- Officers were called to assist with a Missing 16-year old. Boy arrived home as Officers arrived.
- Officers were called to a residence on Lincoln Street for Loud Noise.
- Officers were called to a residence for subjects pounding on persons windows. Subjects were gone when Officers arrived.
- Officers were called to a residence for a subject who urinated on another subject's door. The subject was gone when Officers arrived.
- Officers were called to a residence on Olive Street for a possible Assault. Officers arrested one male subject for Domestic Assault.
- Officers were called to Voodoo Lounge for a subject possibly selling drugs. The subject was later located at Pump House. That subject admitted to selling Marijuana and was arrested.
- Officers were called to 3rd and Main Streets for a semi that knocked a lamp post down.
- Officers were called to a vehicle that struck a street lamp on Highway 57. The owner was not located and vehicle was towed.
- Officers assisted paramedics at a residence on Caraway Lane for a subject with a medical issue.
- Officers were called to McDonald's on Brandilynn Boulevard for a female who was being chased by two other vehicles. While in route, Officers were advised that the vehicles had left and were heading to Burger King on University Avenue. Officers did speak to the Reporting Party at Burger King who was not the subject being chased. They were then advised that the subjects were at the McDonald's on Main Street. Officers never located the subjects and the victim never reported the incident.
- Officers were called to a residence on West Ridgeway Avenue for subject playing Loud Music. He was Warned and Advised.
- Officers while on foot on College Hill located a subject that was extremely intoxicated and could not get up off of a park bench at 22nd and College Streets. That subject was arrested for Intoxication.

- Officers were called to a residence on West Ridgeway Avenue for a subject driving recklessly within the trailer park. Officers did not locate anyone.
- Officers were called to the Hillcrest Apartments on University Avenue for subjects in a vehicle smoking Marijuana. Officers did not locate any Marijuana.
- Officers were called to the alley behind a residence on Franklin Street for a Disorderly male kicking the homeowner's vehicle. When Officers located the subject, he took off from Officers. He was located hiding from Officers a few minutes later. The subject was extremely intoxicated and was arrested for Intoxication, Interference with Official Acts, and Criminal Mischief for the damage to the vehicle.
- Officers were called to Kwik Star on the Hill by employees. They advised their store was extremely busy and they needed help with rowdy customers. Officers did help clear the store of subjects who were being a problem. No arrests.
- Officer drove-up on a Fight in the middle of the roadway in front of the Voodoo Lounge on West 4th Street. Both Subjects were arrested for Intoxication and Disorderly.
- Officer broke up a Disorderly in J Lot on West 22nd Street. No Arrests.
- Officers were sent to a residence on Hawthorne Drive for Suspicious Subjects driving by this residence. This house is a Waterloo Police Department Officer's house. Officers did not locate any Suspicious Vehicles in the area.
- Officers were called to the McDonald's on Main Street for a Disorderly Subject. Subject had left the area before Officers arrived.
- Officers were called to Lark Brewery at on Main Street for an Alarm.
- Officers were called to a residence on College Street for Loud Music. When Officers arrived on scene the music was turned down.
- Officers were called to a residence on Waterloo Road for a possible Burglary. Officers did not locate the subjects who were possibly in vehicles. Officers were not able to locate any victims.
- Officer saw two persons arguing in front of Deringer's Public Parlor. Subjects were arguing and were sent on their way.
- While Officers were walking through Voodoo Lounge, they took a report of an Assault that occurred earlier. Officers copied all information and will follow-up on the Assault.
- Officers were called to The Social House for a Fire Alarm. When Officers arrived they were advised by The Social House Management that a customer pulled the alarm as he left and there was no fire.
- Officers were called to 1200 block of West 19th Street for Loud Subjects. One was located by Officers.
- Officers were called to Little Bigs for an Assault. Officers were advised by bar staff that one of their staff members was punched by a subject. That subject was arrested for Assault. Staff later advised Officers that the subject did not mean to hit the employee but was being Disorderly when he was asked to leave. The subject was charged with Disorderly only.
- Officers were called to Deringer's Public Parlor for a Disorderly. Subjects were gone when Officers arrived.
- Officers were called to a residence on College Street for a subject screaming and yelling in the hallway. When Officers arrived the subject was gone.
- Officers were called to ALDI's for a Police Alarm. It was a False Alarm.
- Officer noticed a subject possibly passed out in her car in the 200 block of Main Street. The car was running. When Officers approached she was puking out her door. She was arrested for Operating While Intoxicated.
- Officers were called to a residence Walnut Street for a subject banging on doors. When Officers arrived the subject was extremely intoxicated and did not know where he was. He was arrested for Intoxication.
- While Officers were getting out of their car in the North lot, a female pulled up and started to honk her horn. She advised that a male friend was intoxicated and she wanted him out of her car. The male subject did get out of the car and was later taken to a relative's house for the night. The female advised there was no Assault.
- Officers were called to a residence on West 27th Street for a Loud Party. It was subjects playing video games. They were advised to turn their TV down.

- Officers were called to a residence on Granite Ridge Road for a smoke detector going off. There was no fire and Officers stayed until fire arrived to replace the battery.
- Officers Stopped a vehicle at Holiday Road and University Avenue for a Traffic Violation. The driver was arrested for Driving While License Barred.
- Officer stopped a vehicle at 20th and Main Streets for a Traffic Violation. After smelling a strong odor of Marijuana, the driver was brought down to the Police Department for Sobriety Testing by a Drug Recognition Expert from Black Hawk County. She was arrested for Operating While Intoxicated. The passenger was arrested for Possession of a Controlled Substance.
- Officer Stopped a vehicle at State Street and Waterloo Road for a Traffic Violation. The driver was arrested for Operating While Intoxicated.
- Officers were called to Casey's at 6th and Main Streets for a customer who refused to pay for his items. The subject did pay and was sent on his way.

INVESTIGATIVE UNIT – Captain Michael E. Hayes

- Male subject was found guilty of Second Degree Robbery in the Dollar Tree Robbery.
- Three Investigators / Public Safety Officers assisted in a Fire at a residence on Walnut Street.
- Investigators assisted Second Shift on a Suicide at 1100 block of Main Street.
- Two Investigators assisted in Firearms Instruction for the new Officers.
- Captain Hayes attended Family Children Council H.R. and Executive Board meetings.
- Investigators were called in to assist Second Shift on a Sexual Assault that occurred in the southern part of the City. The investigation showed that a 38-year old male had indecent contact with a 12-year old female. The offender was charged with Lascivious Acts with a Child.
- Investigator assisted the Child Protection Center in the interview of a minor who had been touched inappropriately on 03/08/19. Suspect has been charged in this case on 03/07/19.
- Captain Hayes attended the monthly Family Children's Council Board meeting.
- Investigators assisted Third / First Shifts with a Fatality Accident that occurred at Martin Brothers.
- Investigator, who is a Firearms Instructor, trained the new Officers with qualifications on the rifle.
- Investigators assisted Second Shift Officers in writing a Search Warrant and then executing the Warrant. It is reference Burglary case that Second Shift Officers are working.
- Investigator met with an Investigator from Iowa Occupational Safety and Health Administration (OSHA) reference the Fatality Accident at Martin Brothers that occurred.
- Arrest Warrants were applied for and issued on the suspect for the Burglary that occurred at Aikey's Salvage in January. The suspect is believed to be living out of state.
- Investigator took a juvenile in to custody for Sexual Abuse in the Second Degree. The charges stem from a Sexual Assault of another minor that occurred late last year.
- Evidence was taken to the State Lab for processing.
- Investigators assisted Third Shift Officers in getting medical records for an Assault that they were investigating.
- Investigators were called in to assist Third Shift Officers reference a Burglary at iTech.
- Captain Hayes and Lieutenant Beckner gave a 'Bank Robbery' Talk to Collins Community Credit Union.
- Investigator assisted First Shift in looking for a Missing Person. The person was later found by Second Shift Officers and arrangements were made for him to be picked-up by a family member.
- Investigator attended Child Protection Center (CPC) monthly case updates.
- Two Investigators / Public Safety Officers assisted with a Grass Fire on Skyview Drive.
- Four Arrest Warrants were issued for a suspect in an incident that occurred at a local convenience store. The Warrants were for two counts of Forgery and two counts of Theft.
- Investigators were called in to assist Second Shift Officers on a Suspicious Death. The body was found in a wooded area in the southeast part of the City. An autopsy has been ordered.
- Investigators met with an outside agency reference recent Burglaries that have been occurring.
- Captain Hayes attended a meeting with State Department of Transportation (DOT) officials reference area road construction.
- Officer Belz went to the State Medical Examiner's Office to observe the autopsy of the Suspicious death that occurred on 03/26/2019. The death was ruled not a homicide. Test will be run to rule on cause of death.

Case Information For Month:

- Cases Assigned: 10
- Cases Closed Inactive: 5
- Cases Closed Exceptional: 2
- Cases To County Attorney For Review: 1
- Cases Closed By Arrest/Warrant: 6

Cellbrite Extractions:

- On 03/07/19, reexamined one Android for Black Hawk County Sheriff Department.
- On 03/11/19, Graykey examination completed for a Tri-County Drug Task Force case.
- On 03/15/19, examination of one Android device for a Fatality Accident that occurred at Martin Brothers.
- On 03/27/19, examined one Android phone for Suspicious Death investigation.

School Resource Officer:

- School Resource Officer Ladage arrested a juvenile for Possession of Drug Paraphernalia at the Cedar Falls High School.
- School Resource Officer Ladage was dispatched to Orchard Hill Elementary School on the report of a student out of control. The student was sent home with a parent.
- School Resource Officer Ladage conducted ASP Training for the Officer attending training.
- Officer Ferguson began his assignment in the Investigative Unit as the new School Resource Officer (SRO). He will be spending the next two days training with Officer Ladage.
- School Resource Officer Ferguson began his School Resource Officer duties.
- School Resource Officer Ferguson assisted with an unruly student at Hansen Elementary School.
- School Resource Officer Ferguson worked dances at Peet and Holmes Junior High Schools.

CSI Report:

- During the month of March, Officer Belz began a training course on examination and comparison of footwear impression evidence.
- Officer Belz attended department In-Service Training for March.
- Officer Belz assisted at three Firearms Training sessions conducted for the new Public Safety Officers.
- Fourteen items of property were released to their owners.
- Four items of physical evidence were processed in the Crime Lab.
- Twelve items of Marijuana evidence were tested in the Crime Lab.
- Three items of evidence were taken to the State Crime Lab for processing.

Calls Requested For Assistance:

- On 03/4/19 Officer Belz assisted Second Shift Officers with processing the scene of a Death on Main Street.
- On 03/18/19 Officer Belz assisted Second Shift Officer with the execution of Search Warrant on Waterloo Road in connection to a Residential Burglary on West Ridgeway Avenue.
- On 03/19/19 Officer Belz assisted First Shift Officers with processing the scene of a Deceased Person on University Avenue.
- On 03/19/19 Officer Belz assisted Second Shift Officers with processing the scene of a Sexual Assault on Main Street.
- On 03/21/19 Officer Belz assisted Third Shift Officers and Detectives with processing the scene of a Business Burglary on University Avenue.
- On 03/22/19 Officer Belz assisted First Shift Officers with processing the scene of a Business Burglary on Brandilynn Boulevard.
- On 03/26/19 Officer Belz assisted Second Shift Officers and Detectives with processing the scene of a Death on Wedgewood Drive.

Evidence / Property:

- Evidence entered: 166
- Found property entered: 8
- Property held for safekeeping: 9
- Evidence tested for outside agencies: 2
- CD's entered by Officers: 97
- Attorney video copies: 78
- Attorney requests (not video): 5

POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- Reserve Officers attended the monthly training and meeting held at the Police Department on 03/12/19. They received Training 'Human Trafficking' presented by Sergeant Suckow with Department of Transportation Motor Vehicle Enforcement (DOT MVE).
- Reserve Officer Kelley attended Module Training at Hawkeye Community College and Reserve Officer Erickson attended Module Training at Iowa Lakes Community College. They are working toward their required Reserve Officer Certification. Both Reserve Officers also took Module tests during the month of March.
- Reserve Officer Erickson attended Firearms Training with the newly hired career Officers. He completed his Firearms qualifications.
- Six people completed application packets for Reserve Officer testing. Testing was held in conjunction with career Public Safety Officer testing on 03/30/19 at Holmes Junior High School. Two people withdrew from the process prior to testing and one did not show up the day of testing. The three people in attendance passed the physical fitness testing and were fingerprinted and interviewed. The interview panel thought each of the subjects should move along in the process and background checks were completed on each of them.
- Reserve Officers worked during Second and Third Shift hours to assist Patrol with a variety of tasks during the month of March. Reserve Officers Patrolled areas of town with typically busy areas including College Hill and the Parkade. They also assisted with Calls for Service, Traffic Enforcement, extra attention to parks and other areas, and transports of prisoners from the Police Department to the Black Hawk County Jail.
- During the month of March, the Reserve Unit logged a total of 21 hours of on-duty time and 183.5 hours of ride time and Training time off-duty. The hours for each Reserve Officer of off-duty time are as follows:

NAME	HOURS
Bostwick	20
Buck	21
Burg	18.5
Cross	13.5
Erickson	18.5
Griffin	16.5
Jaeger	23
Kelley	23
Wright	29.5
TOTAL	183.5

POLICE TRAINING EVENTS – Lieutenant Marty Beckner

- National Crime Information Center (NCIC) Recertification Exams.
- Officer Hoffa started her Academy Training at Hawkeye Community College.
- Lieutenant Rea and Officer Burkhardt attended the Iowa Association of Women Police Officer's Conference in Iowa City.
- Lieutenant Heuer and Officer Burkhardt attended the 'Women in Command' leadership training in Bloomington, MN.
- Officers Dougan, Carman, Hancock, Van Horn, and Lechtenberg attend the 'Advanced Roadside Interdiction and Drug Evaluation' (ARIDE) training in Waterloo.
- Officers Barron, Gerzema, and Madsen attending a Field Training Officer Basic school in Des Moines, IA.
- Police In-Service consisted of ASP Baton update & re-certification. Instruction was provided by Officer Ladage and Officer Hernandez. Officers had instruction and policy update on the Compressed Air Foam (CAF) System. Officers also had training on the layout and operation of Mercy One ambulances, along with the location and use of various equipment. This training was provided by Mercy One paramedic Jeff Bond for Officers to be more familiar and assist at medical calls.

- Officer Lenox started his Field Training. Officers Abbott, Baltes, Bruggeman and Putney are riding with other Officers on Patrol until they attend the Iowa Law Enforcement Academy (ILEA) in April.
- Officer's Van Horn and Mantemach continued their Field Training on Patrol.

POLICE RECORDS – Lieutenant Marty Beckner

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

POLICE STATISTICS:**March 2019****Total 2019****Group A Crimes**

Murder	0	0
Kidnapping / Abduction	0	0
Forcible Rape	1	1
Forcible Sodomy	0	0
Forcible Fondling	1	7
Robbery	0	0
Assault	7	34
Arson	0	1
Extortion / Blackmail	0	0
Burglary / B&E	4	17
Theft	21	86
Theft / Motor Vehicle	0	2
Counterfeit / Forgery	3	12
Fraud	5	20
Embezzlement	0	0
Stolen Property	0	1
Vandalism	7	28
Drug Offenses	16	46
Porn / Obscene Material	0	1
Prostitution	0	0
Weapon Law Violation	1	1

Group B Crimes

Theft by Check	1	2
Disorderly Conduct	4	14
Operating While Intoxicated	12	38
Public Intoxicated / Liquor Violations	11	40
Non-Violent Family Offense	3	3
Liquor Law Violation	0	1
Peeping Tom	0	0
Runaway	1	4
Trespassing	1	5
Other Offenses	12	29

Group A Total:

66 257

Group B Total:

45 136

Total Reported Crimes:

111 393

Traffic Accidents

Fatality	1	1
Personal Injury	0	16
Property Damage	15	188
Total Reported Accidents	16	205

Driving Offenses

Driving While Barred	0	4
Driving While Suspended / Revoked	3	6
Eluding / Peace Officer	0	0
Total Driving Offenses	3	10

Alcohol/Tobacco Violations

0 12

Calls For Service

1,586 4,535

Total Arrests

79 216

CEDAR FALLS FIRE RESCUE

MARCH FIRE DEPARTMENT ACTIVITIES:

- Station #1 (Blue Shift):
 - Provided one Station Tour.
- Station #1 (Red Shift):
 - Did one Smoke Detector Check / Installation.
 - Provided one Public Assist activity.

FIRE ALTERNATIVE STAFF:

- Part-time and POC Firefighters contributed 30.5 hours of Shift Duty in March.

FIRE INSPECTIONS – Battalion Chief Curt Hildebrand

- March Rental Inspections: 172 (Shift Personnel assisted with all of the Inspections)
- March Re-Inspections: 17

FIRE TRAINING EVENTS – Lieutenant Marty Beckner

- Fire training In-Service consisted of Grain Bin Rescue training provided by Fire Service Training Bureau (FSTB) and the Northeast Educational Center for Agricultural Safety.
- Target Solutions Training Material:
 - CAPCE – Poisoning and Overdose
 - NFPA 1500 – Confined Space Entry
- Public Safety Officers are working through their Public Safety Officer Training Manual at Fire Headquarters.
- The remaining Public Safety Officers completed their annual FIT / Consumption Drills.
- Documents have been submitted for future Training.
- Applicant testing was held for Public Safety Officers.

FIRE RECORDS – Lieutenant Marty Beckner

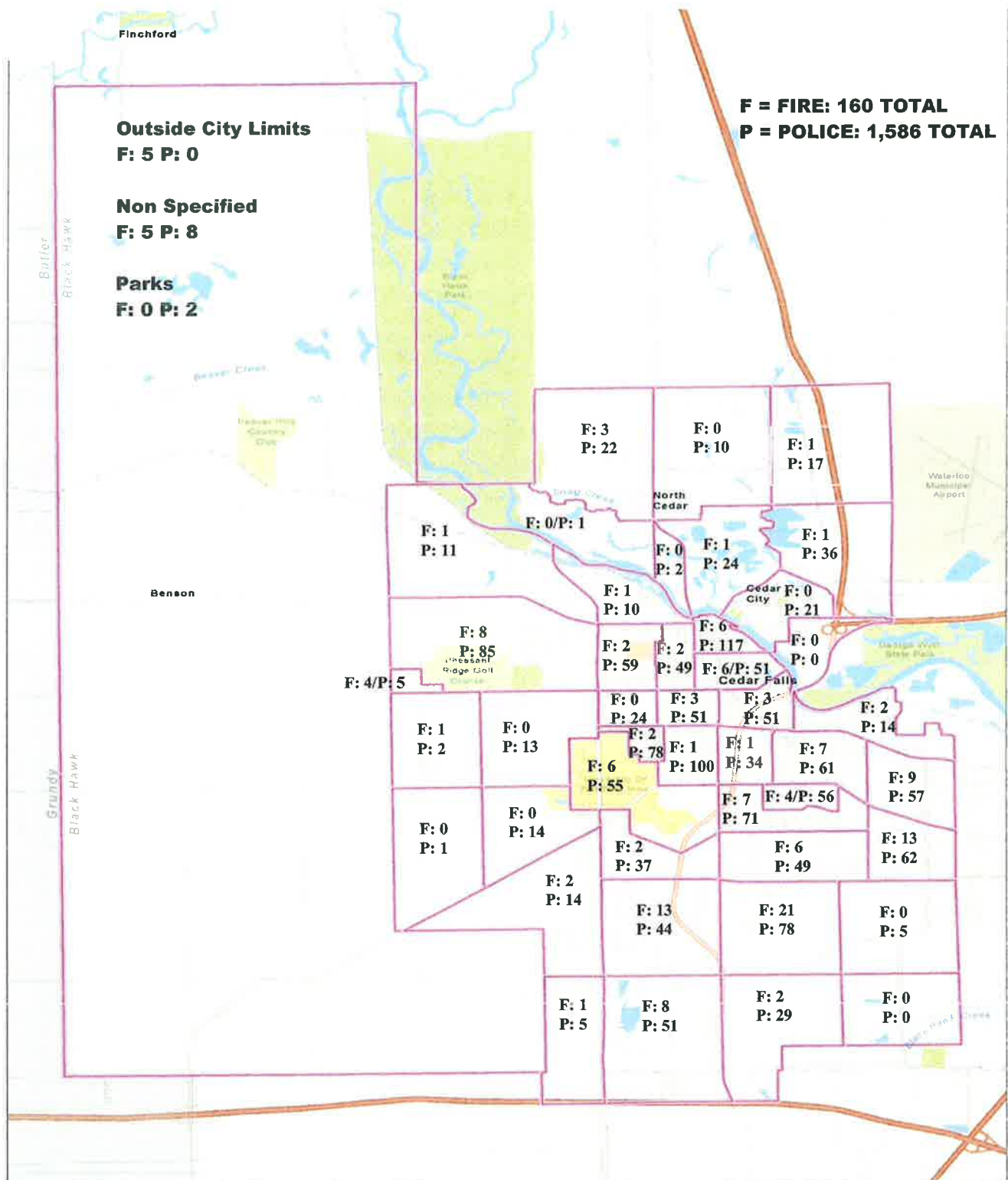
- Vehicle, Equipment, and EMS inventory every Tuesday.
- Equipment Check, Review and Handling every Monday.
- SCBA Inspection the first Wednesday.
- SCBA Check every Wednesday.
- Aerial Platform Exercise and Testing every Sunday.
- District Familiarization.
- Commercial Inspections.

FIRE RESCUE CALLS FOR SERVICE

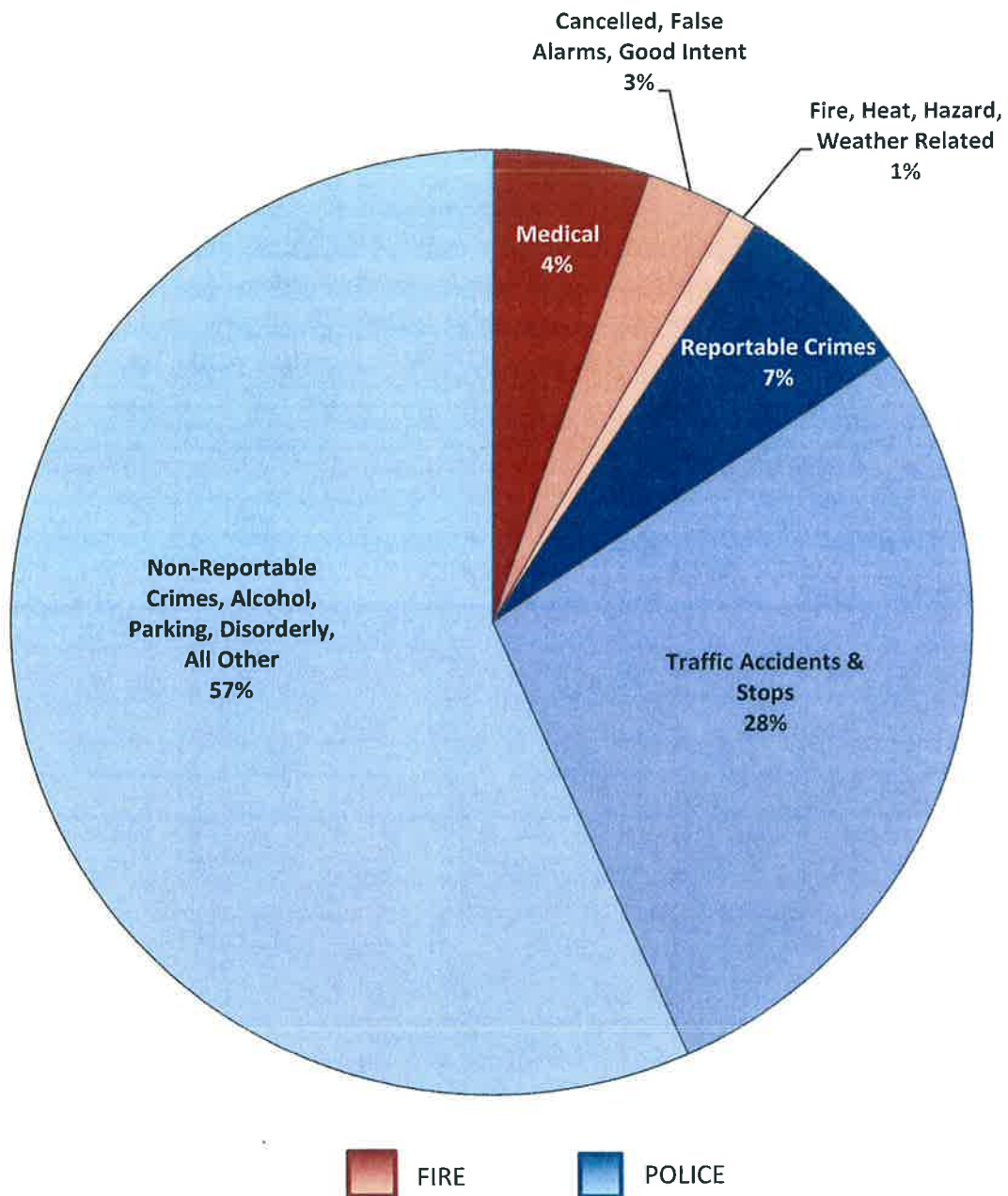
Type of Incident (Monthly)	Jan '19	Feb '19	Mar '19	Apr '19	May '19	Jun '19	Jul '19	Aug '19	Sep '19	Oct '19	Nov '19	Dec '19
Medical	101	114	92									
Cancelled, False Alarms, Good Intent	48	114	51									
Fire, Heat, Hazard, Weather Related	10	17	17									
Totals	159	185	160									

Type of Incident (per year)	2011	2012	2013	2014	2015	2016	2017	2018
Non-Medical CFS	991	1,056	1,052	948	840	911	900	772
Rescue / EMS Related	1,021	1,047	1,049	1,051	1,367	1,570	1,437	1,022
Totals	2,012	2,103	2,101	1,999	2,207	2,481	2,337	1,794

Cedar Falls Public Safety Grid Map



Cedar Falls Public Safety Experience Survey (March)



CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

May 1, 2019

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

Dear Mayor Brown and Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved of and authorized administration of a testing instrument for the position of Storm Water Specialist. Listed below are the names of the top ranked candidates with their combined average test scores and applicable Veteran's Preference points.

Rank	Name	Combined Average Test Score	Veteran's Preference	Total Points With Preference
1	Maria Perez	591		591
2	Annette Chihak	585		585
3	Kristi Cooley	541		541
4	Brian Gedlinske	540		540
5	Jacob Hogan	516		516
6	Nicholas Halverson	453		453
7	Angela Muehling	429		429
8	Marli Rutkowski	405		405
9	Melissa Schoer	391		391

Respectfully Submitted,


John Clopton, Commission Chairperson


Sue Armbricht, Commissioner

Vacant 5-1-19

Orig: Jacque Daniels, City Clerk

Cc: Stephanie Sheetz, Director of Community Development
Jamie Castle, Inspection Services Manager
Civil Service Records

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

May 1, 2019

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

Dear Mayor Brown and Council Members:

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

Rank	Name	Combined Weighted Average Test Scores
1	Jonathan Zolondek	598
2	Shea McNamara	593
3	Kelli Yates	574
4	Kari Rea	564
5	Katie Burkhardt	559
6	Brooke Heuer	543
7	Zachary Ladage	498
8	Martin Beckner	495
9	Dennis O'Neill	489
10	Jonathan Gerzema	438

Respectfully Submitted,



John Clopton, Commission Chairperson



Sue Armbricht, Commissioner

Vacant 5-1-19

Orig: Jacque Daniels, City Clerk
Cc: Jeff Olson, Director of Public Safety Services
Craig Berte, Assistant Director of Public Safety Services/Assistant Police Chief
John Bostwick, Assistant Director of Public Safety Services/Fire Chief
Civil Service Records

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

May 1, 2019

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

Dear Mayor Brown and Council Members:

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

Rank	Name	Combined Weighted Average Test Scores
1	Mark Howard	665
2	Tim Smith	657
3	Brooke Heuer	602
4	Kelli Yates	597
5	Martin Beckner	512
6	Dennis O'Neill	495
7	Kurt Schreiber	449

Respectfully Submitted,



John Clopton, Commission Chairperson



Sue Ambrecht, Commissioner

Vacant 5-1-19

Orig: Jacque Daniels, City Clerk

Cc: Jeff Olson, Director of Public Safety Services
Craig Berte, Assistant Director of Public Safety Services/Assistant Police Chief
John Bostwick, Assistant Director of Public Safety Services/Fire Chief
Civil Service Records



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: Karen Howard, Planning & Community Services Manager
DATE: May 1, 2019
RE: Annual Reports for 2018

Attached you will find summaries of agenda and business items in 2018 for the Planning and Zoning Commission, Board of Adjustment, Historic Preservation Commission, Group Rental Committee/Board of Rental Housing Appeals, the Housing Commission, and the Cedar Falls Bike/Pedestrian Committee.

PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission reviews numerous issues each year ranging from rezoning requests to subdivision plats and street vacations along with various development site plans for new building projects. As the Commission meets twice each month, requests for Commission review are likewise accepted twice per month.

A broad range of projects, rezonings, and subdivision requests were reviewed in 2018 by the Planning & Zoning Commission including site plan reviews for several new hotel developments, a new mixed-use building downtown in the River Place Development, a wide variety of residential and commercial subdivision plats, several rezonings that will pave the way for future development, and new site plan and design review standards for the Downtown Overlay Zone. In addition to the 2018 Planning & Zoning Commission Annual Report, a summary of issued Land Use Permits and a summary of new Residential Units Constructed for 2017 are attached.

Board of Adjustment

The Board of Adjustment is created to consider variances and special exceptions from the terms of the City Zoning Ordinance. This is an autonomous body with quasi-judicial powers. Decisions by the Board can be appealed only to District Court. The 7-member Board normally applies very strict "hardship" criteria when considering variances from the Zoning regulations. The majority of typical variance applications do not satisfy standard "hardship" criteria; therefore variance approvals are rarely granted. The Board must find sound justification to allow deviation from the terms of the Zoning Ordinance. Planning & Community Services Division staff coordinates Board of Adjustment agendas and meetings.

The Board held only three meetings during 2018 to consider four separate requests, two of which were for permits for construction in the floodplain. Please see the attached agenda listing for specific details.

Historic Preservation Commission

The Historic Preservation Commission completed its seventh year of existence (created by City Council in February, 2011). The Historic Preservation Commission reviews policies and programs of the city related to historic preservation. Their primary objectives are to maintain an inventory of historic resources of Cedar Falls and to be a voice for preservation.

The Commission held ten meetings in 2018. Projects include working on a National Historic District nomination for the Wild District, a cluster of several historic homes located along W. 1st Street near downtown. The Commission also coordinated several educational and community events related to historic preservation. Please see attached agenda listing for specific details.

Several Commission members had the opportunity to attend the National Summit for the National Alliance of Preservation Commissions (NAPC), which was held in Des Moines.

Group Rental Committee/Board of Rental Housing Appeals

The Group Rental Committee was created to consider whether new rental applications requesting higher levels of occupancy (3, 4, or 5 individuals aged 18 years or older) are appropriate to the property and neighborhood in which the property is located. The Group Rental Committee is comprised of City staff representing Planning & Community Services, Inspection Services, and Fire Division. The Committee meets on the first and third Wednesday of the month. The Board of Rental Housing Appeals was created to review all new and existing rental appeals. The Board is comprised of seven citizens approved by the Mayor. The Board meets as needed. A complete copy of the 2018 Annual Report of Activities for both the Group Rental Committee and the Board of Rental Housing Appeals is attached for your review.

Housing Commission

The Cedar Falls Housing Commission is comprised of seven members, approved by the Mayor and appointed by the City Council. The Commission acts as an advisory board to the City Council. Their role is to consider special projects for meeting the housing needs of low-income families, elderly and handicapped persons. They review projects and programs funded through the federal Community Development Block Grant awarded to Cedar Falls from the U.S. Department of Housing and Urban Development. They also hear matters related to the City's Housing Choice Voucher Program, which is a rental assistance program also funded with federal funds. Details of their activities in 2018 are listed in the attached summary report.

Cedar Falls Bike/Pedestrian Committee

This Advisory Committee is a fifteen member volunteer group that meets monthly. The Committee's mission is to improve the quality of life in Cedar Falls through increased opportunity for safe walking and bicycling as viable means of transportation and physical activity. The Committee has focused on the essential elements five categories known as the "Five E's", being Engineering, Education, Encouragement, Enforcement, and Evaluation. A complete copy of the 2018 Annual Report of Activities is attached for your review.

CEDAR FALLS PLANNING AND ZONING COMMISSION
Annual Summary
2018

January 10, 2018

1. College Hill Neighborhood District Site Plan Review – 2119 College Street CONTINUED TO NEXT MEETING.
2. MU District Site Plan Review – Kwik Star Convenience Store CONTINUED TO NEXT MEETING.
3. MU District Site Plan Review – Fareway Grocery Store..... APPROVED.
4. Central Business District Site Plan Review – River Place Development (MU2 Building) APPROVED.
5. Gateway Business Park at Cedar Falls – Preliminary Plat... CONTINUED TO NEXT MEETING.
6. College Hill Neighborhood Site Plan Review – 2128 College Street APPROVED.
7. Central Business District Facade Review – 115 E 4th Street..... APPROVED.
8. Nominating Committee..... DISCUSSION ONLY.

January 24, 2018

1. Nominating Committee Report – Election of Officers for 2018 APPROVED.
2. College Hill Neighborhood Site Plan Review – 2119 College Street APPROVED.
3. Zoning Ordinance – Central Business District Overlay Amendments Introduction DISCUSSION ONLY.
4. Zoning Ordinance – Discussion on Principle and Accessory/Secondary Use DISCUSSION ONLY.

February 14, 2018

1. Gateway Business Park at Cedar Falls – Preliminary Plat APPROVED.
2. Guest Speaker on the CBD Overlay – Carol Lilly DISCUSSION ONLY.
3. Central Business District Site Plan Review – Hampton Inn.. CONTINUED TO NEXT MEETING.

4. Hwy-1 District Site Plan Review – Holiday Inn & Suites/Conference Center CONTINUED TO NEXT MEETING.
5. College Hill Neighborhood District Site Plan Review – 917 W 23rd Street Sign & Awning Review APPROVED.
6. Central Business District Site Plan Review – Chamber Building Relocation CONTINUED TO NEXT MEETING.
7. Zoning Ordinance Update – Introduction..... CONTINUED TO NEXT MEETING.

February 28, 2018

1. Central Business District Site Plan Review – Hampton Inn..... APPROVED.
2. Central Business District Site Plan Review – Relocation of Former Chamber Building APPROVED.
3. Zoning Ordinance & Map Amendments, Terminology changes pursuant to HF134 and consistency among city codes..... APPROVED.
4. Dallas Drive – Vacation of Public Right-of-Way APPROVED.
5. Pinnacle Ridge Minor Plat APPROVED.

March 14, 2018 – NO MEETING

March 28, 2018

1. Hwy-1 District Site Plan Review – Holiday Inn & Suites/Conference Center APPROVED.
2. Zoning Ordinance Amendments..... CONTINUED TO NEXT MEETING.
3. Greenhill Village Townhomes Master Plan Amendment APPROVED.
4. Gateway Business Park at Cedar Falls I Final Plat APPROVED.
5. Western Home Communities Eighth Addition Preliminary and Final Plat..... APPROVED.

April 11, 2018

1. Zoning Ordinance Amendments..... TABLED.
2. Zoning Ordinance Discussion – Central Business District Overlay Amendments

..... DISCUSSION ONLY.

April 25, 2018

1. College Hill Neighborhood Site Plan Review – 1926 Tremont Street..... APPROVED.
2. River Place 4th Addition - Preliminary and Final Plat APPROVED.
3. South Cedar Falls Urban Renewal Plan..... APPROVED.

May 9, 2018

1. Minor Plat - River Place 3rd Addition – Lot 4 Minor Plat..... APPROVED.
2. The Arbors Subdivision Plat Amendment and Street Change APPROVED.

May 23, 2018

1. Rezoning (Amendment to Zoning Agreement) - Lots 7 & 8 Midway Business Park.....
..... CONTINUED TO NEXT MEETING.
2. Floodplain Ordinance Amendments DISCUSSION ONLY.
3. Presentation: Zoning Codes – Overview of various types of zoning DISCUSSION ONLY.

June 13, 2018

1. Rezoning (Amendment to Zoning Agreement) - Lots 7 & 8 Midway Business Park.....
..... APPROVED.
2. Floodplain Ordinance Amendments APPROVED.
3. Downtown Façade Review – 120 Main Street..... APPROVED.

June 27, 2018

1. Rezoning – SW Corner of Highway 58 and West Ridgeway Avenue
..... CONTINUED TO NEXT MEETING.
2. Rezoning and Land Use Map Amendment – 1015-1021 W 22nd Street.....
..... CONTINUED TO NEXT MEETING.

3. College Hill Neighborhood District Site Plan Review – 2119 College Street, 1015-1021 W 22nd Street..... CONTINUED TO NEXT MEETING.

July 11, 2018

1. Rezoning – SW Corner of Highway 58 and West Ridgeway Avenue CONTINUED TO NEXT MEETING.
2. Rezoning and Land Use Map Amendment – 1015-1021 West 22nd Street..... APPROVED.
3. College Hill Neighborhood District Site Plan Review – 2119 College Street, 1015-1021 West 22nd Street..... DENIED.

July 25, 2018

1. Zoning Ordinance – Central Business District Overlay Amendments..... APPROVED.
2. Rezoning – SW Corner of Highway 58 and West Ridgeway Avenue APPROVED.
3. HWY-1 Site Plan Review – Southeast Corner of Highway 58 and Viking Road..... APPROVED.
3. S-1, Shopping Center District Redevelopment Plan – 6607 University Avenue, Old Hy-Vee Building APPROVED.
4. Pinnacle Ridge 2nd Minor Plat – Replat of Parcels M and N APPROVED.
5. Training/Discussion: Ex-Parte Communication and Conflict of Interest..... DISCUSSION ONLY.

August 8, 2018 – NO MEETING

August 22, 2018

1. Rezoning – A-1, Agricultural to R-1, Residential at the north end of Lakeshore Drive CONTINUED TO NEXT MEETING.

September 12, 2018

1. Rezoning – A-1, Agricultural to R-1, Residential at the north end of Lakeshore Drive APPROVED.
2. Park Ridge Estates Preliminary Plat CONTINUED TO NEXT MEETING.
3. Downtown Design Review – 308 Franklin Street..... APPROVED.

4. Downtown Design Review – 419 Washington Street APPROVED.
5. Downtown Design Review – 408 – 412 Main Street APPROVED.
6. Commission Updates: Future community visioning process and zoning code update for Downtown Cedar Falls DISCUSSION ONLY.

September 26, 2018

NO MEETING

October 10, 2018

1. HWY-1 District Site Plan Review – Fleet Farm Retail and Convenience Store CONTINUED TO NEXT MEETING.
2. Park Ridge Estates Preliminary Plat DEFERRED TO NEXT MEETING.

October 24, 2018

1. Central Business District Design Review – LBL Sign APPROVED.
2. HWY-1 Site Plan Amendment – Raising Cane’s Signage APPROVED.
3. Park Ridge Estates Preliminary Plat DEFERRED TO NEXT MEETING.
4. HWY-1 District Site Plan Review – Fleet Farm Retail and Convenience Store APPROVED.

November 14, 2018

1. Park Ridge Estates Preliminary Plat APPROVED.
2. Central Business District Overlay Design Review – Lark Brewing APPROVED.
3. College Hill Neighborhood Overlay Design Review – Icon Donut APPROVED.
4. Business Research District Site Plan Review – Rabo AgriFinance APPROVED.

November 28, 2018

1. Rezoning – From A-1, Agricultural District to R-1, Residence District APPROVED.

2. Central Business District Overlay District - Design Review: Tea Cellar APPROVED.
3. Planned Commercial District (PC-2) Site Plan Review: 936 Viking Outbuilding #1Z APPROVED.
4. College Hill Neighborhood Overlay District - Site Plan Review: 2119 College Street APPROVED.

December 12, 2018

1. College Hill Neighborhood Overlay District - Site Plan Review: 2119 College Street
.....DEFERRED TO NEXT MEETING.
2. Zoning Code Text Amendments – Proposed changes to Section 29-160, College Hill Neighborhood Overlay
Zoning District to define and clarify standards for mixed-use buildings .. CONTINUED TO NEXT MEETING.

December 26, 2018

NO MEETING

2018 Planning & Zoning Commission Attendance

Chair: Hillery Oberle
 Vice Chair: Mardy Holst

	1/10	1/24	2/14	2/28	3/14	3/28	4/11	4/25	5/9	5/23	6/13	6/27	<i>Mid-year tally</i>	7/11	7/25	8/8	8/22	9/12	9/26	10/10	10/24	11/14	11/28	12/12	12/26	Total Ratio	% Attend
Adkins	X	X	X	X	NO MEETING	X	X	X	X	O	X	X	10/11	X	X	NO MEETING	X	O	NO MEETING	X	X	X	X	X	NO MEETING	18/20	90%
Arntson	X	X	X	X		X	O	O	O	X	X	X	8/11	X	O		X	X		X	X	X	X	NA		15/19	79%
Giarusso	X	X	X	X		X	X	X	X	X	X	X	11/11	X	X		X	X		X	X	X	X	X		20/20	100%
Hartley	X	X	X	X		X	X	O	X	X	O	X	9/11	X	X		X	X		X	O	O	X	X		16/20	80%
Holst	X	X	X	X		X	X	X	X	X	O	X	10/11	X	X		X	X		X	X	X	O	X		18/20	90%
Larson	NA	NA	NA	NA		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA		NA	NA		NA	NA	NA	NA	X		1/1	100%
Leeper	X	X	X	X		X	X	X	X	X	X	X	11/11	X	O		X	X		X	X	X	X	X		19/20	95%
Oberle	O	X	X	X		X	X	X	X	O	X	X	9/11	X	X		X	O		X	X	X	X	O		16/20	80%
Saul	X	X	X	X		X	X	X	X	X	O	X	10/11	X	X		X	X		X	X	O	X	X		18/20	90%
Wingert	X	X	O	X		X	X	O	X	X	X	X	9/11	O	O		O	X		O	X	X	X	X		14/20	70%

- X - Indicates Present
- O - Not Present
- NA - Not Appointed
- R - Resign

CEDAR FALLS BOARD OF ADJUSTMENT 2018 Annual Summary

January 22, 2018

1. Request by Doug and Deb Tensen at 2020 Cottage Row Road for a variance and special exception permit to reconstruct a substantially damaged house in the floodway district..... APPROVED

February 26, 2018

1. Request by Jensen Carpentry at 1522 Belle Avenue for a number of variances for access to a public street, without street frontage, in the construction of a new single family dwelling.
Variance of 30 feet from the 50-foot easement width requirement..... APPROVED
Variance of 5 feet from the driveway setback requirement..... APPROVED
Variance of 5 feet from the 20-foot driveway width requirement..... APPROVED
Variance from the public sidewalk installation requirement APPROVED
2. Request by Craig and Deborah Gingrich at 1407 Cottage Row Road for a variance and special exception permit to construct a screen porch off the west side of the house in the floodway district APPROVED

March 26, 2018

The Board of Adjustment did not meet in March

April 23, 2018

The Board of Adjustment did not meet in April

May 28, 2018

The Board of Adjustment did not meet in May

June 25, 2018

The Board of Adjustment did not meeting in June

July 30, 2018

1. Request by Kroemer Apartments LLC at 2003 College Street for parking lot setback and driveway setbacks in order to pave an existing parking lot APPROVED

August 27, 2018

The Board of Adjustment did not meet in August

September 24, 2018

The Board of Adjustment did not meet in September

October 29, 2018

The Board of Adjustment did not meet in October

November 26, 2018

The Board of Adjustment did not meet in November

December 17, 2018

The Board of Adjustment did not meet in December

Chair: Gerald Sorensen

Vice Chair: Amy Lang

BOARD OF ADJUSTMENT ATTENDANCE JANUARY 2018 THROUGH DECEMBER 2018														
	Jan. 2018	Feb. 2018	Mar. 2018	Apr. 2018	May 2018	June 2018	July 2018	Aug. 2018	Sept. 2018	Oct. 2018	Nov. 2018	Dec. 2018	Total Ratio	% Attend.
Beach	O	X	/	/	/	/	X	/	/	/	/	/	2/3	67%
Lang	X	X	/	/	/	/	X	/	/	/	/	/	3/3	100%
Mangin				/	/	/	X	/	/	/	/	/	1/1	100%
Miller	X	X	/	/	/	/	X	/	/	/	/	/	3/3	80%
Rasmussen	X	X	/	/	/	/	O	/	/	/	/	/	2/3	67%
Schwerdtfeger	X	X	/	Term Completed- Replaced by Mangin in April									2/2	100%
Sorensen	X	X	/	/	/	/	X	/	/	/	/	/	3/3	100%
Weeg	X	X	/	/	/	/	X	/	/	/	/	/	3/3	100%

X = Present

O = Not Present

CEDAR FALLS HISTORIC PRESERVATION COMMISSION

2018 Annual Summary

The following is intended to summarize the discussions held by the Commission over the past year. This summary was compiled from meeting minutes.

January 10, 2018

- CLG contracts for the Wild District Nomination and the travel grant to the National NAPC Forum were forwarded to the City Council for approval.
- The Commission started working on their annual CLG report.
- Commission member's terms were discussed.
- Remaining details were discussed for the Fairview cemetery tour video.
- The Commission decided to research opportunities for the preservation of 16th Street (the last brick road in Cedar Falls).

February 13, 2018

- The CLG annual report was discussed and distributed for review and approval.
- All details of the Fairview cemetery video were completed. Channel 15 started the editing process.
- The Commission started the process of planning a scavenger hunt to tie into Tourism's 30 year anniversary event.
- Commission and staff shared their research on the preservation of 16th Street. It was agreed that after the Wild District Nomination Grant is closed out of the Commission would apply for a grant for an intensive survey of the area around the brick road. The Commission can then use the results to put together a TAP Grant for the road reconstruction.

March 14, 2018

- CMS shared how they were promoting the success of downtown district nomination.
- RFPs were sent out to consultants for the Wild District Nomination.

April 11, 2018

- Submitted RFPs for the Wild District Nomination were reviewed. Tallgrass Archaeology was chosen.
- The Historic Preservation Commission agreed to submit a letter in support of the Downtown Cultural District Nomination.

May 9, 2018

- The subcontract with the Consultant for the Wild District Nomination was finalized and submitted to City Council.
- Draft scavenger hunt handout reviewed and approved by the Commission. Details for the event were finalized.

June, 2018 – No meeting.

July 11, 2018

- Winners of the scavenger hunt were randomly selected.
- The kick off meeting with the Consultant for the Wild District Nomination was discussed.

August 1, 2018

- Commissioner's shared their experiences at the NAPC Forum.
- The Commission agreed to submit three potential projects to UNI's History Field Experience course: organizing the HPC inventory, researching the Band & the Band Building, and researching the history of Tourist Park (specifically the disc golf course).

September 12, 2018

- Andrew Bell, Architect at HTS, volunteered to partner with the HPC to give a presentation on the benefits of a historic district for stakeholders in the downtown. Details for the event were discussed.
- The HPC proposed project covering the disc golf course in Tourist Park was chosen as one of the projects for the UNI's History Field Experience.
- Donna Bash officially resigned from the Commission due to other commitments.

October 11, 2018

- The details on the presentation covering the benefits of a historic district for stakeholders in the downtown were finalized.
- A historic impact review was completed for a project proposed at 2005 Campus Street (Bender Hall).

November 2018 – No meeting.

December 12, 2018

- The first draft of the Wild District nomination was reviewed.
- Findings from the UNI History Field Experience research project were presented. The Commission will look into ways to share findings with the public.

Chair: Julie Etheredge
 Vice Chair: Jeff Schlobohm

HISTORIC PRESERVATION COMMISSION ATTENDANCE JANUARY 2018 THROUGH DECEMBER 2018														
	Jan. 2018	Feb. 2018	Mar. 2018	Apr. 2018	May 2018	June 2018	July 2018	Aug. 2018	Sept. 2018	Oct. 2018	Nov. 2018	Dec. 2018	Total Ratio	% Attend.
Donna Bash (stepped down September 2018)	X	X	O	O	O		O	X	X				4/8	50%
Julie Etheredge	X	X	X	O	X		X	O	X	X		O	7/10	70%
Biff Rocha	X	X	O	X	X		X	O	X	X		X	8/10	80%
Jeff Schlobohm	X	O	X	X	X		O	X	O	X		X	7/10	70%
Jeanine Johnson	O	O	X	X	X		X	X	X	X		X	8/10	80%
Meridith Main (appointed in November 2018)												X	1/1	100%

X = Present
 O = Not Present

CEDAR FALLS GROUP RENTAL COMMITTEE 2018 Annual Summary

January 3, 2018

The Group Rental Committee reviewed two cases: 719 W. 20th Street and 3507-3509 Veralta Drive.

January 17, 2018

The Group Rental Committee reviewed one case: 1515 Franklin Street.

February 7, 2018

The Group Rental Committee reviewed two cases: 824 Franklin Street and 1609 Tremont Street.

February 21, 2018

The Group Rental Committee reviewed three cases: 521 W. 22nd Street, 1422 Main Street, 1604 Olive Street, and 2522 Iowa Street.

March 7, 2018

The Group Rental Committee reviewed two cases: 1029 W. 13th Street and 2525 Valley Park Drive.

March 21, 2018

The Group Rental Committee reviewed four cases: 1427 Springbrook Drive, 5007 Millennium Drive, 4752 Loren Drive and 410 W. 22nd Street.

April 4, 2018

The Group Rental Committee reviewed four cases: 1903 Olive Street, 1915 Olive Street, 1918 Olive Street, and 1924 Olive Street.

April 18, 2018

The Group Rental Committee reviewed one case: 1722 Washington Street.

May 5, 2018

The Group Rental Committee did not meet.

May 16, 2018

The Group Rental Committee did not meet.

June 6, 2018

The Group Rental Committee reviewed three cases: 705 Hearthside Drive, 2227 Fairview Drive, and 426 W. 5th Street.

June 20, 2018

The Group Rental Committee reviewed two cases: 1926 Tremont Street and 2607 Victory Drive.

July 5, 2018

The Group Rental Committee did not meet.

July 31, 2018

The Group Rental Committee reviewed three cases: 1510 Madison Street, 1704 Park Drive, and 2509 Tremont Street.

August 1, 2018

The Group Rental Committee did not meet.

August 14, 2018

The Group Rental Committee did not meet.

September 9, 2018

The Group Rental Committee did not meet.

September 19, 2018

The Group Rental Committee did not meet.

October 1, 2018

The Group Rental Committee did not meet.

October 16, 2018

The Group Rental Committee reviewed three cases: 1527 Springbrook Drive, 2215 Tremont Street, and 117 N. College Street.

November 5, 2018

The Group Rental Committee did not meet.

November 20, 2018

The Group Rental Committee reviewed five cases: 822 W. 1st Street, 245 Clark Drive, 2215 Tremont Street, 3515 Carlton Drive, and 2209 Iowa Street.

December 4, 2018

The Group Rental Committee did not meet.

December 28, 2018

The Group Rental Committee reviewed one case: 827 Melrose Drive.

The Group Rental Committee is comprised of city staff: Karen Howard, Planning & Community Services Manager, John Bostwick, Fire Chief, and Jamie Castle, Building Official. See below for a summary of approvals.

SUMMARY Of ALL TO DATE:

Occupancy Level	Request	Approved
5 unrelated	8	0
4 unrelated	122	106
3 unrelated	33	41
family or 2 unrelated	NA	16
Total	163	163

Fiscal Year 2019 (July 1, 2017 thru December 31, 2018)

Occupancy Level	Request	Approved
5 unrelated	4	0
4 unrelated	56	47
3 unrelated	16	20
family or 2 unrelated	NA	9
Total	76	76

CEDAR FALLS BOARD OF RENTAL HOUSING APPEALS 2018 Annual Summary

January, 2018

The Board of Rental Housing Appeals did not meet in January.

February 2018

The Board of Rental Housing Appeals did not meet in February.

March 26, 2018

The Board of Rental Housing Appeals reviewed one case: 410 W 22nd Street.

April 9 and April 23, 2018

The Board of Rental Housing Appeals reviewed five cases: 1915 Olive Street, 1918 Olive Street, 1924 Olive Street, 616 W 10th Street, and 1927 Olive Street.

May 7 and May 21, 2018

The Board of Rental Housing Appeals reviewed five cases: 621 W 20th Street, 708 W 18th Street, 1928 Olive Street, 1929 Olive Street, and 1206 W 18th Street.

June 18, 2018

The Board of Rental Housing Appeals reviewed one case: 1202 W 10th Street.

July 16, 2018

The Board of Rental Housing Appeals reviewed three cases: 926 W 14th Street, 1017 W 19th Street, and 2611 Tremont Street.

August 13, 2018

The Board of Rental Housing Appeals reviewed two cases: 1115 Main Street and 3105 McClain Street.

September 2018

The Board of Rental Housing Appeals did not meet in September.

October 1, 2018

The Board of Rental Housing Appeals reviewed two cases: 209 W 22nd Street and 2029 Fairview Street.

November 2018

The Board of Rental Housing Appeals did not meet in November.

December 2018

The Board of Rental Housing Appeals did not meet in December.

Chair: Chris Martin
Vice Chair: Dan Berregaard

	BOARD OF RENTAL HOUSING APPEALS ATTENDANCE JANUARY 2018 THROUGH DECEMBER 2018																
	Jan. 2018	Feb. 2018	Mar. 2018	Apr. 9, 2018	Apr. 23 2018	May 7, 2018	May 21, 2018	June 2018	July 2018	Aug. 2018	Sep. 2018	Oct. 2018	Nov. 2018	Dec. 2018	Total Ratio	% Atten d.	
Cindy Wiles	No meeting	No meeting	X	X	X	X	O	O	O	X	No meeting	X	No meeting	No meeting	6/9	66%	
Chris Martin			X	X	X	X	X	O	X	X		X			8/9	88%	
Mary Jane McCollum			X	X	X	X	X	X	X	X		X			9/9	100%	
Dan Berregaard			X	X	X	X	X	X	X	X		X			9/9	100%	
Bruce Wingert			X	X	X	X	X	X	X	X		X			9/9	100%	
Matthew Johnson			O	O	O	X	X	X	X	X		O			5/9	55%	
Kim Kranz			X	X	X	X	O	O	X	X		X			7/9	77%	

X = Present
O = Not Present

CEDAR FALLS HOUSING COMMISSION
Annual Summary
2018

January 10, 2018

1. Consolidated Plan AmendmentsDISCUSSION
2. Annual Action Plan AmendmentsDISCUSSION

February 13, 2018

1. Review & Approve Consolidated Plan Amendments..... APPROVED
2. Review and Approve Annual Action Plan Amendments APPROVED
3. Review and Approve Annual Action Plan Budget..... APPROVED

March 14, 2018 – NO MEETING

April 10, 2018

1. CDBG Rehabilitation Project at 1622 Clay Street APPROVED
2. CDBG Rehabilitation Project at 1024 W. 2nd Street..... APPROVED

May 8, 2018

1. Service Agency CDBG Funding RecommendationsDISCUSSION
2. Section 8 Waiting List Preferences Recommendations.....DISCUSSION

June 12, 2018 – Cancelled (No Quorum)

July 10, 2018

1. CDBG Annual Action Plan Public Hearing.....PUBLIC HEARING DISCUSSION
2. PHA Admin Plan Changes to Local Preference APPROVED

3. PHA Admin Plan Changes to Waiting List Preferences APPROVED
4. Public Hearing for PHA Annual Plan.....DISCUSSION
5. CDBG Annual Plan / Consolidated Plan Updates.....DISCUSSION

August 14, 2018 – Cancelled (No bids received / no New Business)

September 11, 2018

1. CDBG Rehabilitation Project at 911 Bluff..... APPROVED
2. CDBG Rehabilitation Project at 921 Westview..... APPROVED
3. CDBG Rehabilitation Project at 801 Newman Ave..... APPROVED
4. Consolidated Plan ... Funding to Service Agencies APPROVED
5. Consolidated Annual Performance Evaluation Report..... APPROVED

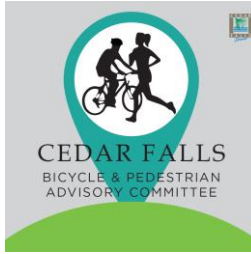
October 9, 2018

1. New Payment Standards for Housing Choice Voucher/Section 8 APPROVED
2. Amendments to Rehabilitation Manual..... APPROVED

November 27, 2018

1. Consolidated Plan Focus Groups.....DISCUSSION
2. 2016 / 2017 Consolidated Annual Performance Evaluation Report APPROVED

December 2018 – No Meeting



ANNUAL REPORT OF ACTIVITIES
Cedar Falls Bicycle and Pedestrian
Advisory Committee
January 2018 – December 2018



CURRENT COMMITTEE MEMBERSHIP:

Roger White, Chair
Kelly Wolf, Vice-Chair
Luann Alemao
Lisa Brodersen
Larry Buchholz
Russ Clark
Kim Cross
Cindy Dodd

Matt Dunning
Nancy Hamilton
Bob Lentz
Mike McCallum
Codie Leseman, INRCOG Liaison
Zach Ladage, Cedar Falls Police Liaison
David Sturch, Cedar Falls City Liaison

MEETING SCHEDULE:

Monthly meetings are held at the Cedar Falls City Hall Duke Young Conference Room on the 1st Tuesday of each month from 5:15 to 6:30 pm. The July 2018 meeting was cancelled.

MISSION STATEMENT:

The Committee's Mission is to improve the quality of life in Cedar Falls through increased opportunity for safe walking and bicycling as viable means of transportation and physical activity.

SUMMARY OF ACTIVITIES DURING 2018:

ADMINISTRATIVE ACTIVITIES:

- Elected Officers for 2018.
- Recommended additional Committee members.
- Continued review of Cedar Falls Bicycle Network Map.
- Recommended budget appropriation for completing Cedar Falls Bicycle Plan activities and maintaining Bicycle Friendly Community (BFC) status.
- Maintained a BPAC Facebook page
- Submitted application for 2018 Bike Friendly City
- Received Bronze status for Bicycle Friendly Community 2018-2022
- Work to attain Silver Bicycle Friendly Community status for Cedar Falls.

SUBSTANTIVE ACTIVITIES:

The activities listed below include essential elements across five categories known as the Five E's. These activities focus on creating safe and useable accommodations for bicyclists and pedestrians.

ENGINEERING - *Creating safe and convenient places to walk, ride and park.*

- Continued participation with the Metropolitan Pedestrian Master Plan development.

- Continued active support for the Major Thoroughfare and Trail Network plan.
- W. 1st Street Reconstruction Project - Pedestrian Accommodations.
- Long Range Transportation Plan update.
- Recommended S. Main Street Improvements to existing shoulder near Paw Park
- Recommended marked sharrows on both 12th St. and 18th St. from Main St. to Hudson Rd. and 4th St. from State St. to Union Rd.
- Recommended removing bicycle stop signs from crossings that have traffic signal lights.
- Reported malfunctioning crossing signal buttons. (University/Round)
- Trail snow clearing recommendations.
- Network Signage (May use full lane/Change lanes to pass) Sign changes to W. 4th, W. 12th, College, Boulder and 18th Street proposed.
- Center Street Improvement Project.
- Highway 58/27 & Viking Rd. trail relocation & crossing update.
- Main Street Corridor Study, bike accommodations recommended.

EDUCATION - *Giving people of all ages and abilities the skills and confidence to ride and walk.*

- Organized and participated a Bike Rodeo at Orchard Hill School.
- Helped organize and participated in third annual Cedar Valley Pedal Fest biking festival.
- Submit article for the Currents magazine regarding the pedestrian, bicycle, and motorist behavior for safety. (summer)
- Channel 15 Currents video on Currents. (May Bike Month)
- Bike to School in May. (Hansen School)
- May Bike to work article in Courier.
- Iowa Bike Summit. (Roger/Codie)
- National Walking Summit (Luann).

ENCOURAGEMENT - *Creating a strong bike and pedestrian culture that welcomes and celebrates both modes of transportation.*

- Updated Cedar Falls Bike/Pedestrian Advisory Committee Facebook page.
- Promoted, The Ride of Silence Ride (May Bike Month).
- Continued to support city efforts to facilitate bikes and pedestrians in ongoing street renewal projects.
- AAA Biking Guide-Promoting Cedar Falls as a Bike Friendly destination.
- Mayors Entre-Tourism Bike Ride (August).
- National Walk to School Day.

ENFORCEMENT - *Ensuring safe roads and sidewalks for all users.*

- Requested committee representative from the Cedar Falls Police Department's Bike Patrol.
- Received E-bike ordinance (In-progress)
- Re-write City Ordinance using Model City Ordinance/reference bike and pedestrian codes.
- Added Police Bike Patrol Officer Zach Ladage to the committee as Police Liaison.

EVALUATION - *Planning for bicycling and walking as safe, viable transportation options.*

- Prepared a Committee Annual Report for 2017 and presented to the City Council.
- Researched the current League of American Bicyclists' criteria for Bronze and Silver Bicycle Friendly Community (BFC) rankings.
- Discussed how to improve the city's current Bronze BFC ranking.
- Advocated greater coordination within the community with other bicycling related groups.

PROGRESS ON GOALS:

- Focus the Committee's efforts regarding pedestrian and bicycle activity on the Five-E's, namely, Engineering, Education, Encouragement, Enforcement & Evaluation. – CURRENT and ON-GOING
- Advocate and recommend infrastructure and activities that will make walking and biking more attractive, enjoyable, practical and safe. - ON-GOING
- Monitor and make recommendations for bike/pedestrian accommodations in the 5-Year and Annual Pavement Management Program and plans for re-construction of city streets. - CURRENT and ON-GOING
- Continue to participate on the INRCOG Metropolitan Pedestrian Plan Committee. - ACHIEVED
- Take actions and make recommendations that will increase the opportunity for Cedar Falls to be designated as "Silver Bicycle Friendly Community" by the League of American Bicyclists. - ON-GOING
- Participate in activities that encourage and celebrate walking and biking.- CURRENT and ON-GOING
- Update the Cedar Falls Bicycle Plan as appropriate. - ON-GOING
- Continue to support the Blue Zones/HealthyHometown project in Cedar Falls. - ON-GOING
- Communicate regularly with the Mayor, the City Council and appropriate City Staff regarding recommendations and activities. - ON-GOING

PRIORITY RECOMMENDATIONS FOR 2019 (placed in order of importance):

- Provide funds in the budget for implementing Committee recommendations and completing activities, especially designation of staff to serve as Bicycle/Pedestrian Program Manager(s).
- Mark the entire Cedar Falls Bicycle Network with signage and paint where appropriate.
- Elevate the Cedar Falls Bicycle / Pedestrian Advisory Committee to a standing committee similar to current boards and commissions.
- Continue assessment of intersections regarding pedestrian and bicycle accommodations focusing on crosswalks and crossing lights.
- Initiate committee recommendations on trail/sidewalk projects/concerns throughout the community
- Support the implementation of the Metropolitan Pedestrian Plan.
- Monitor pedestrian/motor vehicle and bicycle/motor vehicle collision statistics and injuries.

LONG-TERM GOALS:

- Implement the recommendations within the Metropolitan Pedestrian Master Plan
- Increase walkability and pedestrian friendliness in Cedar Falls
- Seek grant funds for intersection improvements for pedestrians and bicyclists.
- Obtain Silver Bicycle Friendly Community status for Cedar Falls.
- Update Zoning Ordinance to include bicycle and pedestrian accommodations.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Brown and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: April 30, 2019
SUBJECT: FY19 Community Main Street

As you are aware, starting in FY09 we signed formal agreements with those outside agencies that receive funding from the City of Cedar Falls. As part of those agreements, these agencies were required to submit reports and documentation on how those funds were used.

Attached is the bi-annual report for FY19 filed by Cedar Falls Community Main Street. The second ½ payment for their SSMID funding and the second ½ payment for their economic development grant are therefore listed on the council bills to be processed.

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



April 15, 2019

310 East 4th Street
Cedar Falls, IA 50613

Phone: 319-277-0213
www.communitymainstreet.org

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

RE: SSMID and Economic Betterment Funding

**2018-2019
Board of Directors:**

Ty Kimble - President
Amy Mohr
Crystal Ford
Jessica Marsh
Dan Lynch
Audrey Dodd
Matt Dunning
Wynette Froehner
Clark Rickard
Stephanie Sheetz
Julie Shimek
Brad Strouse
Pam Taylor
Dawn Wilson

This packet contains the Bi-annual Report and supporting documentation from Community Main Street delineating the current status and recent progress of the organization's pursuit of "economic vitality in the context of historic preservation."

In this report you will find the following information:

- Context for the organization
- Organizational accomplishments
- Key indicators
- Board & committee list
- Financial statements
- One-page summary documents
- Staff reports
- Main Street Iowa services
- Reporting period calendar

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

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

With gratitude,

Carol Lilly, Director
Community Main Street



Name of Organization:

Community Main Street

Project Description, (as outlined in the contract dated June 13, 2019 between Cedar Falls Community Main Street and the City of Cedar Falls, Black Hawk County, Iowa):

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

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

Grant Amount:

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

Address of Organization:

Street: 310 E. 4th Street

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

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

What is the mission of your organization?

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

*Last Revised
November 12, 2014*

Do you consider your organization/project a success in fiscal year 2019? Why?

The past six months (October 2019-March 2019) have been a successful period for Community Main Street, as details contained in this report will show.

Context: In 1987, individuals who believed in the potential of downtown formed a community group, Community Main Street. Now 32 years later, we benefit from that group's vision every day. Throughout the last several years, our organization has earned national and state awards, including recognition as a model Main Street program. This work has been accomplished by thousands of volunteer hours, and the investment of public and private dollars.

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

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

Explain.

Community Main Street's use of grant funding compliments the effort of the City in a variety of ways. The downtown district continues to attract significant investment by private individuals and public funds. During this reporting cycle there has been:

- *\$258,480 in private investment for facades, renovation and rehabilitation of downtown commercial properties on seven different completed projects*
- *\$680,000 was invested in property acquisition*
- *Six construction projects are currently underway valued at \$20,821,259*

This data reflects a strong demand to invest in the downtown district. The current economic climate for existing businesses, retail in particular, is cautionary with business owners electing to work more hours themselves than add employees to cover operational hours. We must also recognize this rapid growth will tax our current ability to maintain our present level of service to our constituents. Navigating through this time of growth, including addressing parking perception and availability continues to be paramount to the continued success of the downtown.

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

Continued program accreditation by Main Street Iowa through adherence of the Main Street Approach is a key component to our success. Our program is able to provide State resources and tools specifically designed to promote economic development and the creation of quality employment opportunities, which would not be available to Cedar Falls if CMS were not an accredited program (see supporting documents for list of services). City funding is one of 10 points necessary to maintain accreditation.

Please provide a summary of activities completed in fiscal year 2019 by your organization/project.

Community Main Street's accomplishments **over the past six months** are organized by examining them through the four-points of the "Main Street" approach:

- A. Design and historic preservation
- B. Economic/business development and retention
- C. Promotion and marketing
- D. Member development, training and communication

Accomplishments from October 2019 – March 2019 in context of the four points listed above:

A. Design and historic preservation (Design Committee initiatives)

The primary initiative is to capitalize on all aspects of design that affect the downtown's image, unique historical assets, heritage and distinct aesthetic character to create an attractive, coordinated district. Community Main Street is instrumental in creating and supporting the historic preservation ethic in our community and works regularly with the Historical Society, Historic Preservation Commission, UNI's Department of History and other agencies interested in preserving and promoting our historic assets. ***During this reporting cycle CMS:***

- Provided local design assistance on nine projects to eight property and/or business owners
- Enlisted the Main Street Iowa free design services and coordinated communication between state staff and the development architectural team for the former Wells Fargo site project
- Coordinated a fall cleanup
- Funded and facilitated volunteer fall decorating effort with retailers for the second annual month long "Funtober" series of events
- Facilitated removal of fall decorations
- Funded and facilitated the volunteer effort to decorate the district for the holidays including lighting, greenery, and banners
- Coordinated volunteer efforts to remove holiday decorations
- Continued coordinating use of Gum Buster by downtown businesses and volunteers, and purchased supplies necessary to run it
- Submitted Challenge Grant to Main Street Iowa for improvements to 226 Main Street (funding not secured)
- Created a façade grant program and secured funding from the City of Cedar Falls to support the initiative
- Partnered with Cedar Falls Public Schools CAPS students on new banner design for the large banners
- CMS facilities coordinator maintains a positive working relationship with Public Works and Parks Dept. city staff to help with special projects and routine maintenance in the downtown district

B. Business development and retention (Economic Development Committee initiatives)

The primary responsibility of the Economic Development Committee is to create and implement a market strategy that will result in an improved merchant mix, a stronger tax base, increased investor confidence, and a stable role for the downtown district as major component of the community's economic health. Community Main Street works regularly with business and property owners, UNI, Red Cedar (Mill Race), Grow Cedar Valley, and a network of Main Street communities across the country to meet the challenge. ***During this reporting cycle CMS:***

- Welcomed three new proprietors to our community
- Provided “Open 4 Business” grant competition to downtown businesses; selected one business to advance to state competition
- Promoted and participated in downtown parking study project; actively working on implementation communication with city
- Promoted and participated in downtown visioning project
- In process of updating business welcome packet
- Co-hosted, with HPC, a historic tax credit educational session for downtown property owners
- Planned and scheduled two educational opportunities for downtown businesses which will be held during the next reporting cycle (Planning for Profit, create a 90 day marketing plan and #RosieWasRight, empowering female entrepreneurs)
- Promoted downtown recycling opportunity resulting in 33,860 pounds of materials collected
- Provided downtown stakeholders with both formal and informal updates on construction projects
- Worked with UNI student to conduct a downtown photographic inventory of existing businesses
- Acted as the “neighborhood champion” for the national Small Business Saturday initiative securing free marketing materials and promotional items to use as part of a local campaign
- Two staff members attended advanced Main Street Iowa training and one attended the National Main Street conference
- Represented Main Street/small business group on the Regional Entrepreneurship project facilitated by UNI
- Promoted webinar training opportunities to merchants
- Participated in Grow Cedar Valley (Greater Cedar Valley Alliance) meetings and activities

C. Promotion and marketing (Promotion Committee initiatives)

The primary responsibility of the Promotion Committee is to create a unified marketing plan and to direct implementation of a total marketing program that fosters a quality image of the district as a center for business investment, shopping, services, entertainment, dining and living. The district’s well being is dependent on increased use and an ever-increasing constituency connected to downtown Cedar Falls. Public relations support, special events, retail events and image building events are key strategies to support this objective. Promotional efforts build traffic and entice guests from outside Cedar Falls to visit and spend money in our community.

During this reporting cycle CMS:

- Total expenditures on events and promoting downtown during this reporting period were over \$68,000.

- Facilitated all activities pertaining to an aggressive calendar of events, with an emphasis on the 4th quarter activities including Holiday Hoopla (See attachment B)
- Created and published a direct mail calendar of events postcard delivered to over 13,000 nearby residents
- Worked with the Iowa Department of Cultural Affairs on a cultural district video featuring the downtown Cedar Falls district; used video to promote participation in the cultural district program
- Began development of ShopWhereILive.com website; currently building the site
- Developed deeper relationships with partner organizations such as the Oster Regent Theatre and the Cedar Falls Library to help promote their events and activities
- Continued district branding outreach vs. organizational branding outreach
- Conducted downtown tour for visiting group
- Monthly electronic newsletters and email blasts
- Various media interviews (print, television, radio)
- Maintained downtown kiosk to help guests identify “off Main” businesses and other locations and events of interest to visitors
- Electronic Strategy deployment continues – (Facebook now 14,637 page followers, Twitter with 2999 followers, Pinterest with 844 monthly views and Instagram with 1953 followers; all continue to trend upward) We have added Snapchat filters into our marketing campaign for specific events

D. Member development, training and communication (Organization and Development Committee initiatives)

The primary responsibility of the Organization and Development Committee is to recruit and train new members for the board and committees, recruit volunteers for special projects and to raise funds ongoing operational expenses. ***During this reporting cycle CMS:***

- Successfully completed accreditation checklist items to maintain Main Street designation by Main Street Iowa and the National Main Street Center, a division of the National Trust for Historic Preservation
- Maintained positive relationship with property owners providing stability to the organization by maintaining the SSMID collection rate for the next fiscal year.
- Worked to diversify income sources: Events 47%, SSMID 35%, City Funding 3%, Friends 2%, Other 13%
- Hosted volunteer appreciation party in thanks for their service to the community: Volunteer Hours = \$73,015.79 based on 3119 hours valued at \$23.41 per hour in Iowa (October 2019 – March 2019)

- Continued Details of the District Fundraising Campaign oversight for streetscape project (To separate funds from operational income, money collected transferred to the Cedar Falls Community Foundation upon receipt)
- Continued to create brand awareness of the Downtown District
- Coordinated and documented efforts of four volunteer committees, a board of directors and several special event subcommittees with monthly and special project meetings
- Reported and submitted monthly district statistics and organizational operation information to Main Street Iowa
- Maintained attendance at the mandatory meetings for Main Street Iowa training
- Attended the National Main Street Conference bringing new and innovative economic development ideas back to the community
- Attended optional training sessions offered through Main Street Iowa
- Coordinated and provided district business members' access to Main Street Iowa resources including but not limited to architectural and design suggestions and support, individual business consultation by business specialists, and financial incentive programs offered through the State
- Maintained and marketed economic statistics for the district to its constituents
- Conducted our annual thank you program by distributing home made baked goods to over 20 community partners
- Promoted partnerships and cooperative marketing campaigns
- Conducted 1 presentation to a local community group
- Nominated 4 projects and one volunteer for State Main Street Iowa Awards; Volunteer Cinde Haskins was awarded a Leadership award for her volunteer efforts for CMS and the Details of the District Campaign was awarded the best fundraising effort during 2019

The following pages contain data from the October 2018-March 2019 reporting period. Included are key elements, board and committee list, financial statements, strategic plan one sheet summary forms, staff reports, Main Street Iowa services available to city at no cost, and calendar. Detailed monthly reports, Form 990 for FY'19, and other documents are available for review in the Community Main Street office.

Key Indicators:

Rehabilitation, Renovation & New Construction Projects:

Rehabilitation, Renovation & New Construction Projects Completed		
	Projects	Investment Value
October 2018	4	\$183,841
November 2018	1	40,720
December 2018	2	333,919
January 2019	0	0
February 2019	0	0
March 2019	0	0
Net Oct. '18 – Mar. '19	7	\$258,480

Buildings Sold:

Buildings/Properties Sold		
	Quantity	Investment
October 2018	0	\$0
November 2018	0	0
December 2018	0	0
January 2019	0	0
February 2019	0	0
March 2019	3	\$680,000
Net Oct.'18 – Mar. '19	3	\$680,000

Business Changes (Jobs listed as full time equivalent):

Business Changes						
	New Business Openings	New Jobs Created	Businesses Closing or Moving Out	Jobs Lost	Businesses Relocating/ Expanding Downtown	New Jobs Created
October 2018	0	0	3	8	0	-8
November 2018	1	7	1	1	0	6
December 2018	1	1	1	3	0	-2
January 2019	1	2	1	1	3	1
February 2019	0	0	2	5	0	-5
March 2019	1	1	0	0	0	1
Net Oct.'18 – Mar. '19	4	11	8	18	3	-7

Note: Jobs reported are full-time equivalent; five of the eight businesses relocated out of the district

Volunteer Hours:

Volunteer Hours	
October 2018	408
November 2018	1068
December 2018	880
January 2019	250
February 2019	280
March 2019	233
Net Oct.'18 – Mar. '19	3119

Community Main Street 2018-2019 Board of Directors

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Amy Mohr, Chair Elect

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304 Commons

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LeaAnn Saul, Past Chair

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Vacant Position

Cedar Falls Community Main Street Liaisons 2018-2019

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2018/2019

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2018/2019

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2018/2019

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Community Main Street
Promotions Committee
2018/2019

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

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
CMS Capital Improvement Fund	14,201.09
CMS Main Checking #13920	72,484.71
CMS Money Market #7004070	55,310.12
Collins Community CU Savings	115.19
Facebook Donations #700476	0.00
Paypal	0.00
Petty Cash	50.00
Total Bank Accounts	\$ 142,161.11
Accounts Receivable	
Accounts Receivable	17,200.52
Total Accounts Receivable	\$ 17,200.52
Other Current Assets	
Total Other Current Assets	\$ 0.00
Total Current Assets	\$ 159,361.63
Fixed Assets	
310 E 4th Street (CMS Office)	402,604.88
310 E 4th Street Land	47,232.00
Equipment	66,849.91
Equipment Accum. Depreciation	-56,480.00
Total Fixed Assets	\$ 460,206.79
Other Assets	
Investment in SSMU	0.00
Investment in SSMU-Contra	0.00
Prepaid Rent	0.00
Total Other Assets	\$ 0.00
TOTAL ASSETS	\$ 619,568.42
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Gift Certificates	62,052.75
Iowa Department of Revenue Payable	0.00
Loan - First National Bank CPLTD	177,110.16
Payroll Liabilities	2,672.64
Sales Tax Payable	0.00
Total Other Current Liabilities	\$ 241,835.55
Total Current Liabilities	\$ 241,835.55
Total Liabilities	\$ 241,835.55
Equity	
Board Designated Reserve Fund	0.00
Opening Bal Equity	0.00
Retained Earnings	347,642.91
Unrestricted Fund Balance	0.00
Net Revenue	30,089.96
Total Equity	\$ 377,732.87
TOTAL LIABILITIES AND EQUITY	\$ 619,568.42

COMMUNITY MAIN STREET Income Statement

OCTOBER 2018

**OCTOBER
MONTH ACTUAL**

**JULY TO OCTOBER
YEAR TO DATE ACTUAL**

Revenue

Board Income	0.00	1,728.00
Event Income	28,115.00	66,038.93
Friends/Streetscape	0.00	1,546.87
Grant & other Income	655.23	925.81
SSMID	45,530.33	45,530.33
Total Revenue	\$ 74,300.56	\$ 115,769.94
Gross Profit	\$ 74,300.56	\$ 115,769.94

Expenditures

Board Lunch Expense	90.00	640.58
Committee Expense	29.00	1,070.43
Depreciation Expense	206.00	824.00
Dues and Subscriptions	288.49	1,877.23
Event Expense	13,220.71	35,482.92
Insurance	0.00	166.00
Miscellaneous	597.68	1,276.46
Moving Expenses	0.00	5,671.30
Office Supplies	2,201.77	2,610.54
Payroll Expenses	10,726.06	42,760.20
Postage and Delivery	100.00	394.75
Professional Fees	0.00	6,447.00
Repairs	0.00	83.62
Telephone	246.75	906.40
Travel & Training	270.48	498.06
Utilities	649.89	1,783.21

Total Expenditures	\$ 28,626.83	\$ 103,555.60
Net Operating Revenue	\$ 45,674.21	\$ 12,214.34

Other Revenue

Gain/Loss on Assets	\$ 0.00	24,500.00
Total Other Revenue	\$ 0.00	\$ 24,500.00

Other Expenditures

Interest Expense	424.59	622.51
Other Expenses	706.00	2,357.87

Total Other Expenditures	\$ 1,130.59	\$ 2,980.38
Net Other Revenue	\$ 1,130.59	\$ 21,519.62
Net Revenue	\$ 44,543.62	\$ 33,733.96

Community Main Street Inc
Statement of Financial Position
As of December 1, 2018

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
CMS Capital Improvement Fund	14,204.59
CMS Main Checking #13920	72,782.50
CMS Money Market #7004070	55,330.55
Collins Community CU Savings	115.19
Facebook Donations #700476	0.00
Paypal	0.00
Petty Cash	50.00
Total Bank Accounts	\$ 142,482.83
Accounts Receivable	
Accounts Receivable	18,005.52
Total Accounts Receivable	\$ 18,005.52
Other Current Assets	
Total Other Current Assets	\$ 0.00
Total Current Assets	\$ 160,488.35
Fixed Assets	
310 E 4th Street (CMS Office)	418,891.28
310 E 4th Street Land	47,232.00
Equipment	66,849.91
Equipment Accum. Depreciation	-56,892.00
Total Fixed Assets	\$ 476,081.19
Other Assets	
Investment in SSMU	0.00
Investment in SSMU-Contra	0.00
Prepaid Rent	0.00
Total Other Assets	\$ 0.00
TOTAL ASSETS	\$ 636,569.54
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Gift Certificates	62,967.75
Iowa Department of Revenue Payable	0.00
Loan - First National Bank CPLTD	193,310.16
Payroll Liabilities	3,647.17
Sales Tax Payable	0.00
Total Other Current Liabilities	\$ 259,925.08
Total Current Liabilities	\$ 259,925.08
Total Liabilities	\$ 259,925.08
Equity	
Board Designated Reserve Fund	0.00
Opening Bal Equity	0.00
Retained Earnings	347,642.91
Unrestricted Fund Balance	0.00
Net Revenue	29,001.55
Total Equity	\$ 376,644.46
TOTAL LIABILITIES AND EQUITY	\$ 636,569.54

COMMUNITY MAIN STREET Income Statement

NOVEMBER 2018

	NOVEMBER MONTH ACTUAL	JULY TO NOVEMBER YEAR TO DATE ACTUAL
Revenue		
Board Income	0.00	1,728.00
City Funding	7,500.00	7,500.00
Event Income	21,473.69	83,562.62
Friends/Streetscape	1,000.00	2,546.87
Grant & other Income	23.93	925.74
SSMID	15,085.00	60,615.33
Total Revenue	\$ 45,082.62	\$ 156,878.56
Gross Profit	\$ 45,082.62	\$ 156,878.56
Expenditures		
Bank Service Charges	35.00	35.00
Board Lunch Expense	209.99	850.57
Committee Expense	4,571.51	5,641.94
Depreciation Expense	412.00	1,030.00
Dues and Subscriptions	1,071.99	2,949.22
Event Expense	25,072.02	60,454.94
Insurance	31.00	197.00
Miscellaneous	221.83	1,498.29
Moving Expenses	0.00	5,671.30
Office Supplies	446.81	3,057.35
Payroll Expenses	11,732.36	54,492.56
Postage and Delivery	0.00	394.75
Professional Fees	175.00	6,622.00
Repairs	0.00	83.62
Streetscape Expense	425.67	1,488.57
Telephone	166.75	1,073.15
Travel & Training	286.80	784.86
Utilities	611.82	2,395.03
Total Expenditures	\$ 45,470.55	\$ 148,720.15
Net Operating Revenue	-\$ 387.93	\$ 8,158.41
Other Revenue		
Gain/Loss on Assets	\$ 0.00	24,500.00
Total Other Revenue	\$ 0.00	\$ 24,500.00
Other Expenditures		
Interest Expense	676.48	1,298.99
Other Expenses	0.00	2,357.87
Total Other Expenditures	\$ 676.48	\$ 3,656.86
Net Other Revenue	-\$ 676.48	\$ 20,843.14
Net Revenue	-\$ 1,064.41	\$ 29,001.55

Community Main Street Inc
Statement of Financial Position
As of January 2, 2019

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
CMS Capital Improvement Fund #7034754	14,208.21
CMS Main Checking #13920	126,575.46
CMS Money Market Operating Reserve #7004070	55,351.68
Collins Community CU Savings	115.19
Facebook Donations #700476	0.00
Paypal	0.00
Petty Cash	50.00
Total Bank Accounts	\$ 196,300.54
Accounts Receivable	
Accounts Receivable	10,172.52
Total Accounts Receivable	\$ 10,172.52
Other Current Assets	
Total Other Current Assets	\$ 0.00
Total Current Assets	\$ 206,473.06
Fixed Assets	
310 E 4th Street (CMS Office)	422,472.28
310 E 4th Street Land	47,232.00
Building Accum. Depreciation	-1,798.00
Equipment	66,849.91
Equipment Accum. Depreciation	-57,098.00
Total Fixed Assets	\$ 477,658.19
Other Assets	
Investment in SSMU	0.00
Investment in SSMU-Contra	0.00
Prepaid Rent	0.00
Total Other Assets	\$ 0.00
TOTAL ASSETS	\$ 684,131.25
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Gift Certificates	93,618.18
Iowa Department of Revenue Payable	0.00
Loan - First National Bank CPLTD	196,891.16
Payroll Liabilities	4,992.61
Sales Tax Payable	0.00
Total Other Current Liabilities	\$ 295,501.95
Total Current Liabilities	\$ 295,501.95
Total Liabilities	\$ 295,501.95
Equity	
Board Designated Reserve Fund	0.00
Opening Bal Equity	0.00
Retained Earnings	347,642.91
Unrestricted Fund Balance	0.00
Net Revenue	41,386.39
Total Equity	\$ 389,029.30
TOTAL LIABILITIES AND EQUITY	\$ 684,531.25

**COMMUNITY MAIN STREET
Income Statement
DECEMBER 2018**

	MONTHLY BUDGET - DECEMBER				MONTHLY BUDGET - JULY TO DECEMBER				ANNUAL BUDGET			
	MONTH ACTUAL	MONTH BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% ANNUAL BUDGET USED
Revenue												
Board Income	0.00	0.00	0.00		1,728.00	1,728.00	0.00	100.00%	1,728.00	1,728.00	0.00	100.00%
City Funding	0.00	0.00	0.00		7,500.00	7,500.00	0.00	100.00%	7,500.00	15,000.00	-7,500.00	50.00%
Event Income	12,233.35	7,623.38	4,609.97	160.47%	95,895.97	91,186.00	4,509.97	104.95%	95,895.97	115,000.00	-19,304.03	83.21%
Friends/ Streetscape	496.40	0.00	496.40		3,043.27	2,546.87	496.40	119.49%	3,043.27	52,000.00	-48,956.73	5.85%
Grant & Other Income	110.95	26.26	84.69	422.16%	1,036.60	952.00	84.60	108.89%	1,036.60	3,968.00	-2,931.40	26.12%
SSMID	29,442.39	0.00	29,442.39		90,597.72	60,615.33	29,442.39	148.57%	90,597.72	200,000.00	-109,402.28	45.03%
Total Revenue	\$ 42,283.00	\$ 7,649.64	\$ 34,633.36	552.74%	\$ 199,061.56	\$ 164,528.20	\$ 34,533.36	120.99%	\$ 199,061.56	\$ 387,696.00	\$ -188,634.44	51.34%
Gross Profit	\$ 42,283.00	\$ 7,649.64	\$ 34,633.36	552.74%	\$ 199,061.56	\$ 164,528.20	\$ 34,533.36	120.99%	\$ 199,061.56	\$ 387,696.00	\$ -188,634.44	51.34%
Expenditures												
Bank Service Charges	0.00	0.00	0.00		35.00	35.00	0.00	100.00%	35.00	35.00	0.00	100.00%
Board Lunch Expense	181.65	224.43	-42.78	80.94%	1,032.22	1,075.00	-42.78	96.02%	1,032.22	1,728.00	-695.78	59.73%
Committee Expense	3,565.00	1,358.06	2,206.94	262.51%	9,206.94	7,000.00	2,206.94	131.53%	9,206.94	28,000.00	-18,793.06	32.88%
Depreciation Expense	1,105.00	2,906.00	-1,801.00	38.02%	1,929.00	3,936.00	-2,007.00	49.01%	3,034.00	10,566.00	-7,532.00	28.71%
Dues and Subscriptions	377.49	337.78	39.71	111.76%	3,326.71	3,287.00	39.71	101.21%	3,326.71	4,537.00	-1,210.29	73.32%
Event Expense	6,438.73	11,545.06	-5,106.33	55.77%	66,893.67	72,000.00	-5,106.33	92.91%	66,893.67	90,000.00	-23,106.33	74.33%
Insurance	0.00	0.00	0.00		197.00	197.00	0.00	100.00%	197.00	5,000.00	-4,803.00	3.94%
Miscellaneous	144.98	75.71	69.27	191.49%	1,643.27	1,565.00	78.27	105.00%	1,643.27	2,000.00	-356.73	82.16%
Moving Expenses	0.00	0.00	0.00		5,671.30	5,671.30	0.00	100.00%	5,671.30	5,671.30	0.00	100.00%
Office Supplies	655.81	606.65	51.16	108.46%	3,713.16	3,662.00	51.16	101.40%	3,713.16	8,500.00	-4,786.84	43.68%
Payroll Expenses	14,817.00	15,859.44	-1,042.44	93.43%	69,309.56	70,352.00	-1,042.44	98.52%	69,309.56	149,500.00	-80,190.44	46.36%
Postage and Delivery	0.00	450.25	-450.25	0.00%	394.75	845.00	-450.25	46.72%	394.75	2,000.00	-1,605.25	19.74%
Professional Fees	0.00	0.00	0.00		6,622.00	6,622.00	0.00	100.00%	6,622.00	11,900.00	-5,278.00	55.65%
Repairs	0.00	0.00	0.00		83.62	83.62	0.00	100.00%	83.62	1,500.00	-1,416.38	5.57%
Streetscape Expense	42.79	0.00	42.79		1,531.36	1,488.57	42.79	102.87%	1,531.36	57,000.00	-55,468.64	2.69%
Telephone	207.33	206.85	0.48	100.23%	1,280.48	1,280.00	0.48	100.04%	1,280.48	3,360.00	-2,079.52	38.11%
Travel & Training	68.64	65.14	3.50	105.37%	853.50	850.00	3.50	100.41%	853.50	5,500.00	-4,646.50	15.52%
Utilities	619.66	1,500.00	-880.34	41.31%	3,014.69	3,895.03	-880.34	77.40%	3,014.69	6,328.70	-3,314.01	47.64%
Total Expenditures	\$ 28,234.08	\$ 35,135.37	\$ -6,909.29	80.33%	\$ 176,738.23	\$ 183,844.52	\$ -7,106.29	96.13%	\$ 177,843.23	\$ 393,126.00	\$ -215,282.77	45.24%
Net Operating Revenue	\$ 14,058.92	\$ -27,483.73	\$ 41,542.65	-51.15%	\$ 22,323.33	\$ -19,316.32	\$ 41,639.65	-115.57%	\$ 21,218.33	\$ -5,430.00	\$ 26,648.33	-390.76%
Other Revenue												
Gain/Loss on Assets	0.00	0.00	0.00		24,500.00	24,500.00	0.00	100.00%	24,500.00	24,500.00	0.00	100.00%
Total Other Revenue	\$ 0.00	\$ 0.00	\$ 0.00		\$ 24,500.00	\$ 24,500.00	\$ 0.00	100.00%	\$ 24,500.00	\$ 24,500.00	\$ 0.00	100.00%
Other Expenditures												
Internet Expenses	675.08	701.01	-25.93	96.30%	1,974.07	2,000.00	-25.93	98.70%	1,974.07	6,200.00	-4,225.93	31.84%
Other Expenses	0.00	0.00	0.00		2,357.87	2,357.87	0.00	100.00%	2,357.87	2,357.87	0.00	100.00%
Total Other Expenditures	\$ 675.08	\$ 701.01	\$ -25.93	96.30%	\$ 4,331.94	\$ 4,357.87	\$ -25.93	99.40%	\$ 4,331.94	\$ 8,557.87	\$ -4,225.93	50.62%
Net Other Revenue	\$ -675.08	\$ 701.01	\$ 25.93	96.30%	\$ 20,168.06	\$ 20,142.13	\$ 25.93	100.13%	\$ 20,168.06	\$ 15,942.13	\$ 4,225.93	126.51%
Net Revenue	\$ 13,383.84	\$ 28,184.74	\$ -14,800.90	-52.52%	\$ 42,491.39	\$ 825.81	\$ 41,665.58	5145.42%	\$ 41,386.39	\$ 10,512.13	\$ 30,874.26	393.70%

**COMMUNITY MAIN STREET
Income Statement**

JANUARY 2019

MONTHLY BUDGET - JANUARY

MONTHLY BUDGET - JULY TO JANUARY

ANNUAL BUDGET

	MONTH ACTUAL	MONTH BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% ANNUAL BUDGET USED
Revenue												
Board Income	0.00	0.00	0.00	0.00%	1,728.00	1,728.00	0.00	100.00%	1,728.00	1,728.00	0.00	100.00%
City Funding	0.00	0.00	0.00	0.00%	7,500.00	7,500.00	0.00	100.00%	7,500.00	15,000.00	-7,500.00	50.00%
Event Income	3,555.00	2,400.00	1,155.00	148.13%	99,250.97	93,586.00	5,664.97	106.05%	99,250.97	115,000.00	-15,749.03	86.31%
Friends/ Streetscape	500.00	0.00	500.00	0.00%	3,543.27	2,546.87	996.40	139.12%	3,543.27	52,000.00	-48,456.73	6.81%
Grant & other Income	2,739.75	136.00	2,603.75	2014.52%	3,776.35	1,088.00	2,688.35	347.09%	3,776.35	3,968.00	-191.65	95.17%
SSMID	0.00	39,384.67	-39,384.67	0.00%	90,057.72	100,000.00	-9,942.28	90.06%	90,057.72	200,000.00	-109,942.28	45.03%
Total Revenue	\$ 6,794.75	\$ 41,920.67	\$ -35,125.92	16.21%	\$ 205,856.31	\$ 206,448.87	\$ -592.56	99.71%	\$ 205,856.31	\$ 387,696.00	\$ -181,839.69	53.10%
Gross Profit	\$ 6,794.75	\$ 41,920.67	\$ -35,125.92	16.21%	\$ 205,856.31	\$ 206,448.87	\$ -592.56	99.71%	\$ 205,856.31	\$ 387,696.00	\$ -181,839.69	53.10%
Expenditures												
Bank Service Charges	0.00	0.00	0.00	0.00%	35.00	35.00	0.00	100.00%	35.00	35.00	0.00	100.00%
Board Lunch Expense	101.45	100.00	1.45	101.45%	1,133.67	1,175.00	-41.33	96.48%	1,133.67	1,728.00	-594.33	65.61%
Committee Expense	7,166.69	1,000.00	6,166.69	716.67%	16,373.63	8,000.00	8,373.63	204.67%	16,373.63	28,000.00	-11,626.37	58.48%
Depreciation Expense	1,105.00	1,105.00	0.00	100.00%	3,034.00	5,041.00	-2,007.00	60.19%	3,034.00	10,566.00	-7,532.00	28.71%
Dues and Subscriptions	119.99	160.00	-40.01	74.99%	3,446.70	3,447.00	-0.30	99.99%	3,446.70	4,537.00	-1,090.30	75.97%
Event Expense	1,534.78	10,000.00	-8,465.22	15.35%	68,498.43	82,000.00	-13,501.57	83.53%	68,498.43	90,000.00	-21,501.57	76.11%
Insurance	0.00	0.00	0.00	0.00%	197.00	197.00	0.00	100.00%	197.00	5,000.00	-4,803.00	3.94%
Miscellaneous	172.25	75.00	97.25	229.67%	1,745.54	1,640.00	105.54	106.44%	1,745.54	2,000.00	-254.46	87.28%
Moving Expenses	0.00	0.00	0.00	0.00%	5,671.30	5,671.30	0.00	100.00%	5,671.30	5,671.30	0.00	100.00%
Office Supplies	582.97	535.00	47.97	108.97%	4,296.13	4,197.00	99.13	102.36%	4,296.13	8,500.00	-4,203.87	50.54%
Payroll Expenses	9,981.98	11,858.00	-1,876.02	84.18%	79,291.54	82,210.00	-2,918.46	96.45%	79,291.54	149,500.00	-70,208.46	53.04%
Postage and Delivery	334.95	325.00	9.95	103.06%	729.70	1,170.00	-440.30	62.37%	729.70	2,000.00	-1,270.30	36.49%
Professional Fees	0.00	1,978.00	-1,978.00	0.00%	6,622.00	8,600.00	-1,978.00	77.00%	6,622.00	11,900.00	-5,278.00	55.65%
Repairs	0.00	416.38	-416.38	0.00%	83.62	500.00	-416.38	16.72%	83.62	1,500.00	-1,416.38	5.57%
Streetscape Expense	0.00	0.00	0.00	0.00%	1,531.36	1,488.57	42.79	102.87%	1,531.36	57,000.00	-55,468.64	2.69%
Telephone	140.33	207.00	-66.67	67.79%	1,420.81	1,487.00	-66.19	95.55%	1,420.81	3,360.00	-1,939.19	42.29%
Travel & Training	0.00	600.00	-600.00	0.00%	853.50	1,450.00	-596.50	58.86%	853.50	5,500.00	-4,646.50	15.52%
Utilities	320.00	833.67	-513.67	38.38%	3,334.69	4,728.70	-1,394.01	70.52%	3,334.69	6,328.70	-2,994.01	52.69%
Total Expenditures	\$ 21,560.39	\$ 29,193.05	\$ -7,632.66	73.85%	\$ 198,298.62	\$ 213,037.57	\$ -14,738.95	93.08%	\$ 198,298.62	\$ 393,126.00	\$ -194,827.38	50.44%
Net Operating Revenue	\$ -14,765.64	\$ 12,727.62	\$ -27,493.26	-116.01%	\$ 7,557.69	\$ 6,588.70	\$ 968.99	114.71%	\$ 7,557.69	\$ 5,430.00	\$ 2,127.69	139.18%
Other Revenue	0.00	0.00	0.00	0.00%	24,500.00	24,500.00	0.00	100.00%	24,500.00	24,500.00	0.00	100.00%
Gain/Loss on Assets	0.00	0.00	0.00	0.00%	24,500.00	24,500.00	0.00	100.00%	24,500.00	24,500.00	0.00	100.00%
Total Other Revenue	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 24,500.00	\$ 24,500.00	\$ 0.00	100.00%	\$ 24,500.00	\$ 24,500.00	\$ 0.00	100.00%
Other Expenditures												
Interest Expense	722.68	700.00	22.68	103.24%	2,696.75	2,700.00	-3.25	99.88%	2,696.75	6,200.00	-3,503.25	43.50%
Other Expenses	0.00	0.00	0.00	0.00%	2,357.87	2,357.87	0.00	100.00%	2,357.87	2,357.87	0.00	100.00%
Total Other Expenditures	\$ 722.68	\$ 700.00	\$ 22.68	103.24%	\$ 5,054.62	\$ 5,057.87	\$ -3.25	99.94%	\$ 5,054.62	\$ 8,557.87	\$ -3,503.25	59.06%
Net Other Revenue	\$ -722.68	\$ -700.00	\$ -22.68	-103.24%	\$ 19,445.38	\$ 19,442.13	\$ 3.25	100.02%	\$ 19,445.38	\$ 15,942.13	\$ 3,503.25	121.97%
Net Revenue	\$ -15,488.32	\$ 12,027.62	\$ -27,515.94	-128.77%	\$ 27,003.07	\$ 12,853.43	\$ 14,149.64	210.08%	\$ 27,003.07	\$ 10,512.13	\$ 16,490.94	256.88%

Community Main Street Inc

Statement of Financial Position

As of January 31, 2019

	Total
ASSETS	
Current Assets	
Bank Accounts	
CMS Capital Improvement Fund #7034754	14,211.83
CMS Main Checking #13920	104,723.28
CMS Money Market Operating Reserve #7004070	55,372.81
Collins Community CU Savings	115.19
Facebook Donations #700476	0.00
Paypal	0.00
Petty Cash	50.00
Total Bank Accounts	\$ 174,473.11
Accounts Receivable	
Accounts Receivable	5,822.52
Total Accounts Receivable	\$ 5,822.52
Other Current Assets	
Total Other Current Assets	\$ 0.00
Total Current Assets	\$ 180,295.63
Fixed Assets	
310 E 4th Street (CMS Office)	422,472.28
310 E 4th Street Land	47,232.00
Building Accum. Depreciation	-1,798.00
Equipment	66,849.91
Equipment Accum. Depreciation	-57,098.00
Total Fixed Assets	\$ 477,658.19
Other Assets	
Investment in SSMU	0.00
Investment in SSMU-Contra	0.00
Prepaid Rent	0.00
Total Other Assets	\$ 0.00
TOTAL ASSETS	\$ 657,953.82
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Gift Certificates	83,948.55
Iowa Department of Revenue Payable	0.00
Loan - First National Bank CPLTD	196,891.16
Payroll Liabilities	2,468.13
Sales Tax Payable	0.00
Total Other Current Liabilities	\$ 283,307.84
Total Current Liabilities	\$ 283,307.84
Total Liabilities	\$ 283,307.84
Equity	
Board Designated Reserve Fund	0.00
Opening Bal Equity	0.00
Retained Earnings	347,642.91
Unrestricted Fund Balance	0.00
Net Revenue	27,003.07
Total Equity	\$ 374,645.98
TOTAL LIABILITIES AND EQUITY	\$ 657,953.82

Community Main Street Inc
Statement of Financial Position
As of February 28, 2019

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
CMS Capital Improvement Fund #7034754	14,215.09
CMS Main Checking #13920	85,929.28
CMS Money Market Operating Reserve #7004070	55,391.91
Collins Community CU Savings	115.19
Facebook Donations #700476	0.00
Paypal	0.00
Petty Cash	50.00
Total Bank Accounts	\$ 155,701.47
Accounts Receivable	
Accounts Receivable	4,284.52
Total Accounts Receivable	\$ 4,284.52
Other Current Assets	
Total Other Current Assets	\$ 0.00
Total Current Assets	\$ 159,985.99
Fixed Assets	
310 E 4th Street (CMS Office)	422,472.28
310 E 4th Street Land	47,232.00
Building Accum. Depreciation	-2,878.00
Equipment	66,849.91
Equipment Accum. Depreciation	-57,453.00
Total Fixed Assets	\$ 476,223.19
Other Assets	
Investment in SSMU	0.00
Investment in SSMU-Contra	0.00
Prepaid Rent	0.00
Total Other Assets	\$ 0.00
TOTAL ASSETS	\$ 636,209.18
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Gift Certificates	79,348.55
Iowa Department of Revenue Payable	0.00
Loan - First National Bank CPLTD	196,891.16
Payroll Liabilities	2,759.46
Sales Tax Payable	0.00
Total Other Current Liabilities	\$ 278,999.17
Total Current Liabilities	\$ 278,999.17
Total Liabilities	\$ 278,999.17
Equity	
Board Designated Reserve Fund	0.00
Opening Bal Equity	0.00
Retained Earnings	347,642.91
Unrestricted Fund Balance	0.00
Net Revenue	9,567.10
Total Equity	\$ 357,210.01
TOTAL LIABILITIES AND EQUITY	\$ 636,209.18

**COMMUNITY MAIN STREET
Income Statement**

FEBRUARY 2019

	MONTHLY BUDGET - FEBRUARY				MONTHLY BUDGET - JULY TO FEBRUARY				ANNUAL BUDGET			
	MONTH ACTUAL	MONTH BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% ANNUAL BUDGET USED
Revenue												
Board Income	0.00	0.00	0.00	0.00%	1,728.00	1,728.00	0.00	100.00%	1,728.00	1,728.00	0.00	100.00%
City Funding	0.00	0.00	0.00	0.00%	7,500.00	7,500.00	0.00	100.00%	7,500.00	15,000.00	-7,500.00	50.00%
Event Income	260.00	0.00	260.00	0.00%	99,510.97	93,586.00	5,924.97	106.33%	99,510.97	115,000.00	-15,489.03	86.53%
Friends/ Streetscape	77.64	0.00	77.64	0.00%	3,620.91	2,546.87	1,074.04	142.17%	3,620.91	52,000.00	-48,379.09	6.96%
Grant & other Income	22.36	136.00	-113.64	16.44%	3,798.71	1,224.00	2,574.71	310.35%	3,798.71	3,968.00	-169.29	95.73%
SSMID	0.00	0.00	0.00	0.00%	90,057.72	100,000.00	-9,942.28	90.06%	90,057.72	200,000.00	-109,942.28	45.03%
Total Revenue	\$ 360.00	\$ 136.00	\$ 224.00	264.71%	\$ 206,216.31	\$ 206,584.87	\$ -368.56	99.82%	\$ 206,216.31	\$ 367,696.00	\$ -161,479.69	53.19%
Gross Profit	\$ 360.00	\$ 136.00	\$ 224.00	264.71%	\$ 206,216.31	\$ 206,584.87	\$ -368.56	99.82%	\$ 206,216.31	\$ 367,696.00	\$ -161,479.69	53.19%
Expenditures												
Bank Service Charges	0.00	0.00	0.00	0.00%	35.00	35.00	0.00	100.00%	35.00	35.00	0.00	100.00%
Board Lunch Expense	129.24	110.00	19.24	117.45%	1,262.91	1,285.00	-22.09	98.28%	1,262.91	1,728.00	-465.09	73.09%
Committee Expense	1,808.13	3,000.00	-1,191.87	60.27%	18,181.76	11,000.00	7,181.76	165.29%	18,181.76	28,000.00	-9,818.24	64.93%
Depreciation Expense	1,435.00	1,105.00	330.00	129.86%	4,468.00	6,146.00	-1,677.00	72.71%	4,468.00	10,566.00	-6,097.00	42.30%
Dues and Subscriptions	182.49	160.00	22.49	114.06%	3,629.19	3,607.00	22.19	100.62%	3,629.19	4,537.00	-907.81	79.99%
Event Expense	1,331.36	800.00	531.36	166.42%	69,829.79	82,800.00	-12,970.21	84.34%	69,829.79	90,000.00	-20,170.21	77.59%
Insurance	0.00	0.00	0.00	0.00%	197.00	197.00	0.00	100.00%	197.00	5,000.00	-4,803.00	3.94%
Miscellaneous	721.01	75.00	646.01	961.35%	2,466.55	1,715.00	751.55	143.82%	2,466.55	2,000.00	466.55	123.39%
Moving Expenses	0.00	0.00	0.00	0.00%	5,671.30	5,671.30	0.00	100.00%	5,671.30	5,671.30	0.00	100.00%
Office Supplies	359.05	2,163.00	-1,803.95	16.60%	4,655.18	6,360.00	-1,704.82	73.19%	4,655.18	8,500.00	-3,844.82	54.77%
Payroll Expenses	9,688.09	11,858.00	-2,169.91	81.70%	88,979.63	94,068.00	-5,088.37	94.59%	88,979.63	149,500.00	-60,520.37	59.52%
Postage and Delivery	0.00	110.00	-110.00	0.00%	729.70	1,280.00	-550.30	57.01%	729.70	2,000.00	-1,270.30	36.49%
Professional Fees	0.00	2,000.00	-2,000.00	0.00%	6,622.00	10,600.00	-3,978.00	62.47%	6,622.00	11,900.00	-5,278.00	55.65%
Repairs	0.00	0.00	0.00	0.00%	83.62	500.00	-416.38	16.72%	83.62	1,500.00	-1,416.38	5.57%
Streetscape Expense	0.00	0.00	0.00	0.00%	1,531.36	1,488.57	42.79	102.87%	1,531.36	57,000.00	-55,468.64	2.69%
Telephone	249.15	207.00	36.15	117.46%	1,663.96	1,694.00	-30.04	98.23%	1,663.96	3,360.00	-1,696.04	49.52%
Travel & Training	767.15	50.00	717.15	1534.30%	1,620.65	1,500.00	120.65	108.04%	1,620.65	5,500.00	-3,879.35	29.47%
Utilities	919.32	320.00	599.32	287.29%	4,254.01	5,048.70	-794.69	84.26%	4,254.01	6,328.70	-2,074.69	67.22%
Total Expenditures	\$ 17,583.99	\$ 21,958.00	\$ -4,374.01	80.08%	\$ 215,882.61	\$ 234,995.57	\$ -19,112.96	91.87%	\$ 215,882.61	\$ 393,126.00	\$ -177,243.39	54.91%
Net Operating Revenue	\$ -17,223.99	\$ -21,822.00	\$ 4,598.01	78.93%	\$ 9,666.30	\$ 28,410.70	\$ 18,744.40	34.02%	\$ 9,666.30	\$ 5,430.00	\$ 4,236.30	178.02%
Other Revenue												
Gain/Loss on Assets	0.00	0.00	0.00	0.00%	24,500.00	24,500.00	0.00	100.00%	24,500.00	24,500.00	0.00	100.00%
Total Other Revenue	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 24,500.00	\$ 24,500.00	\$ 0.00	100.00%	\$ 24,500.00	\$ 24,500.00	\$ 0.00	100.00%
Other Expenditures												
Interest Expense	0.00	700.00	-700.00	0.00%	2,696.75	3,400.00	-703.25	79.32%	2,696.75	6,200.00	-3,503.25	43.50%
Other Expense	211.98	0.00	211.98	0.00%	2,569.85	2,357.87	211.98	108.99%	2,569.85	2,357.87	211.98	108.99%
Total Other Expenditures	\$ 211.98	\$ 700.00	\$ -488.02	30.28%	\$ 5,266.60	\$ 5,757.87	\$ -491.27	91.47%	\$ 5,266.60	\$ 8,557.87	\$ -3,291.27	61.54%
Net Other Revenue	\$ -211.98	\$ 700.00	\$ -488.02	30.28%	\$ 19,233.40	\$ 18,742.13	\$ 491.27	102.62%	\$ 19,233.40	\$ 15,942.13	\$ 3,291.27	120.65%
Net Revenue	\$ -17,435.97	\$ -22,522.00	\$ 5,086.03	77.42%	\$ 9,567.10	\$ 9,668.57	\$ 101.47	99.95%	\$ 9,567.10	\$ 10,512.13	\$ -945.03	91.01%

Community Main Street Inc
Statement of Financial Position
As of March 31, 2019

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
CMS Capital Improvement Fund #7034754	14,218.71
CMS Main Checking #13920	67,526.66
CMS Money Market Operating Reserve #7004070	55,413.06
Collins Community CU Savings	115.19
Facebook Donations #700476	0.00
Paypal	0.00
Petty Cash	50.00
Total Bank Accounts	\$ 137,323.62
Accounts Receivable	
Accounts Receivable	11,913.52
Total Accounts Receivable	\$ 11,913.52
Other Current Assets	
Total Other Current Assets	\$ 0.00
Total Current Assets	\$ 149,237.14
Fixed Assets	
310 E 4th Street (CMS Office)	422,472.28
310 E 4th Street Land	47,232.00
Building Accum. Depreciation	-3,958.00
Equipment	66,849.91
Equipment Accum. Depreciation	-57,808.00
Total Fixed Assets	\$ 474,788.19
Other Assets	
Investment in SSMU	0.00
Investment in SSMU-Contra	0.00
Prepaid Rent	0.00
Total Other Assets	\$ 0.00
TOTAL ASSETS	\$ 624,025.33
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Gift Certificates	75,898.55
Loan - First National Bank CPLTD	196,891.16
Payroll Liabilities	3,131.00
Sales Tax Payable	0.00
Total Other Current Liabilities	\$ 75,898.55
Total Current Liabilities	\$ 75,898.55
Long-Term Liabilities	
Loan - First National Bank	-1,077.26
Total Long-Term Liabilities	-\$ 1,077.26
Total Liabilities	\$ 74,821.29
Equity	
Board Designated Reserve Fund	0.00
Opening Bal Equity	0.00
Retained Earnings	347,642.91
Unrestricted Fund Balance	0.00
Net Revenue	1,538.97
Total Equity	\$ 349,181.88
TOTAL LIABILITIES AND EQUITY	\$ 424,003.17

**COMMUNITY MAIN STREET
Income Statement**

MARCH 2019

	MONTHLY BUDGET - MARCH				MONTHLY BUDGET - JULY TO MARCH				ANNUAL BUDGET			
	MONTH ACTUAL	MONTH BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% ANNUAL BUDGET USED
Revenue												
Board Income	0.00	0.00	0.00	0.00%	1,728.00	1,728.00	0.00	100.00%	1,728.00	1,728.00	0.00	100.00%
City Funding	0.00	0.00	0.00	0.00%	7,500.00	7,500.00	0.00	100.00%	7,500.00	15,000.00	-7,500.00	50.00%
Event Income	10,380.00	0.00	10,380.00	0.00%	109,890.97	93,586.00	16,304.97	117.42%	109,890.97	115,000.00	-5,109.03	95.56%
Friends/ Streetscape	100.00	0.00	100.00	0.00%	3,720.91	2,546.87	1,174.04	146.10%	3,720.91	52,000.00	-48,279.09	7.16%
Grant & other Income	24.77	136.00	-111.23	18.21%	3,823.48	1,960.00	2,463.48	281.14%	3,823.48	3,968.00	-144.52	96.36%
SSMID	0.00	0.00	0.00	0.00%	90,057.72	100,000.00	-9,942.28	90.06%	90,057.72	200,000.00	-109,942.28	45.03%
Total Revenue	\$ 10,504.77	\$ 136.00	\$ 10,368.77	7724.10%	\$ 216,721.08	\$ 206,720.87	\$ 10,000.21	104.84%	\$ 216,721.08	\$ 387,696.00	-\$ 170,974.92	55.90%
Gross Profit	\$ 10,504.77	\$ 136.00	\$ 10,368.77	7724.10%	\$ 216,721.08	\$ 206,720.87	\$ 10,000.21	104.84%	\$ 216,721.08	\$ 387,696.00	-\$ 170,974.92	55.90%
Expenditures												
Bank Service Charges	0.00	0.00	0.00	0.00%	35.00	35.00	0.00	100.00%	35.00	35.00	0.00	100.00%
Board Lunch Expense	123.08	110.00	13.08	111.89%	1,385.99	1,395.00	-9.01	99.35%	1,385.99	1,728.00	-342.01	80.21%
Committee Expense	598.00	1,000.00	-402.00	59.80%	18,779.76	12,000.00	6,779.76	156.50%	18,779.76	28,000.00	-9,220.24	67.07%
Depreciation Expense	1,435.00	1,105.00	330.00	129.86%	5,904.00	7,251.00	-1,347.00	81.42%	5,904.00	10,566.00	-4,662.00	55.88%
Dues and Subscriptions	631.79	450.00	181.79	140.40%	4,260.98	4,057.00	203.98	105.03%	4,260.98	4,537.00	-276.02	93.92%
Event Expense	4,531.72	600.00	3,931.72	755.29%	74,361.51	83,400.00	-9,038.49	89.16%	74,361.51	90,000.00	-15,638.49	82.62%
Insurance	0.00	0.00	0.00	0.00%	197.00	197.00	0.00	100.00%	197.00	5,000.00	-4,803.00	3.94%
Miscellaneous	165.97	75.00	90.97	221.29%	2,632.52	1,790.00	842.52	147.07%	2,632.52	2,000.00	632.52	131.63%
Moving Expenses	0.00	0.00	0.00	0.00%	5,671.30	5,671.30	0.00	100.00%	5,671.30	5,671.30	0.00	100.00%
Office Supplies	189.18	535.00	-345.82	35.36%	4,844.36	6,895.00	-2,050.64	70.26%	4,844.36	8,500.00	-3,655.64	56.99%
Payroll Expenses	9,525.35	11,858.00	-2,332.65	80.33%	98,504.98	105,926.00	-7,421.02	92.99%	98,504.98	149,500.00	-50,995.02	65.89%
Postage and Delivery	0.00	110.00	-110.00	0.00%	729.70	1,390.00	-660.30	52.50%	729.70	2,000.00	-1,270.30	36.49%
Professional Fees	535.00	0.00	535.00	0.00%	7,157.00	10,600.00	-3,443.00	67.52%	7,157.00	11,900.00	-4,743.00	60.14%
Repairs	0.00	0.00	0.00	0.00%	83.62	500.00	-416.38	16.72%	83.62	1,500.00	-1,416.38	5.57%
Streetscape Expense	0.00	0.00	0.00	0.00%	1,531.36	1,488.57	42.79	102.87%	1,531.36	57,000.00	-55,468.64	2.69%
Telephone	123.15	207.00	-83.85	59.49%	1,787.11	1,901.00	-113.89	94.01%	1,787.11	3,360.00	-1,572.89	53.19%
Travel & Training	55.00	3,400.00	-3,345.00	1.62%	1,675.65	4,900.00	-3,224.35	34.20%	1,675.65	5,500.00	-3,824.35	30.47%
Utilities	619.66	320.00	299.66	193.64%	4,873.67	5,368.70	-495.03	90.78%	4,873.67	6,328.70	-1,455.03	77.01%
Total Expenditures	\$ 18,532.90	\$ 19,770.00	-\$ 1,237.10	83.74%	\$ 234,415.51	\$ 254,765.57	-\$ 20,350.06	92.01%	\$ 234,415.51	\$ 393,126.00	-\$ 158,710.49	59.63%
Net Operating Revenue	-\$ 8,028.13	-\$ 19,634.00	\$ 11,605.87	40.89%	\$ 17,694.43	-\$ 48,044.70	\$ 30,350.27	36.83%	\$ 17,694.43	-\$ 5,430.00	\$ 12,264.43	325.86%
Other Revenue												
Gain/Loss on Assets	0.00	0.00	0.00	0.00%	24,500.00	24,500.00	0.00	100.00%	24,500.00	24,500.00	0.00	100.00%
Total Other Revenue	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 24,500.00	\$ 24,500.00	\$ 0.00	100.00%	\$ 24,500.00	\$ 24,500.00	\$ 0.00	100.00%
Other Expenditures												
Interest Expense	0.00	700.00	-700.00	0.00%	2,696.75	4,100.00	-1,403.25	65.77%	2,696.75	6,200.00	-3,503.25	43.50%
Other Expenses	0.00	0.00	0.00	0.00%	2,569.85	2,357.87	211.98	108.99%	2,569.85	2,357.87	211.98	108.99%
Total Other Expenditures	\$ 0.00	\$ 700.00	-\$ 700.00	0.00%	\$ 5,266.60	\$ 6,457.87	-\$ 1,191.27	81.55%	\$ 5,266.60	\$ 8,557.87	-\$ 3,291.27	61.54%
Net Other Revenue	\$ 0.00	-\$ 700.00	\$ 700.00	0.00%	\$ 19,233.40	\$ 18,042.13	\$ 1,191.27	106.60%	\$ 19,233.40	\$ 15,942.13	\$ 3,291.27	120.65%
Net Revenue	-\$ 8,028.13	-\$ 20,334.00	\$ 12,305.87	39.48%	\$ 1,538.97	-\$ 30,002.57	\$ 31,541.54	-5.13%	\$ 1,538.97	\$ 10,512.13	-\$ 8,973.16	14.64%

STRATEGIC GOALS ONE-SHEET - CEDAR FALLS COMMUNITY MAIN STREET
 July 1, 2018 – June 30, 2019
 Updated as of Oct. 31

Collaborative effort with business owners, property owners, & city to achieve goals	DISTRICT AESTHETIC <i>Positive look and feel of the district</i>	BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i>	CONVENIENCE <i>District accessibility, functional side of district aesthetics</i>	PARKING <i>Positive impact on the parking experience downtown</i>	ANNUAL TASKS <i>Ongoing operational activities</i>
BOARD OF DIRECTORS	<ul style="list-style-type: none"> • Finish capital campaign for streetscape improvements (with Org & Development) • ✓ Shepherd Overlay Ordinance changes updates through city approval process (with Design) • Complete district 1st Impressions checklist 	<ul style="list-style-type: none"> • ✓ Advocate for façade grant program revival • ✓ Host Mallorie Raspberry “Downtown Comeback” presentation (with ED) 			<ul style="list-style-type: none"> • MSI annual checklist • Budget • ✓ October bi-annual report • ✓ CIP project list • City funding grant request • Oversee stakeholder collaboration • April bi-annual report • Staff review
ECONOMIC DEVELOPMENT	<ul style="list-style-type: none"> • ✓ Challenge Grant submission FY19 	<ul style="list-style-type: none"> • New business visits (x2) • ✓ Open 4 Business 2019 (local business did not advance) • Expert workshop series ✓ (Mallorie Raspberry – Sept. 27) 	<ul style="list-style-type: none"> • ✓ Drop off zones (parking) 	<ul style="list-style-type: none"> • Fees • Day pass purchase option downtown 	<ul style="list-style-type: none"> • MSI annual checklist • Track/collect business stats • Update business welcome packet
DESIGN	<ul style="list-style-type: none"> • Façade review (x3) • Fall clean up day/Plogging • Spring clean up day • Banner (1 new set) • Holiday decorating • Summer beautification (flowers) 	<ul style="list-style-type: none"> • ✓ Shepherd Overlay Ordinance update through city approval process (with Board) • Overlay awareness brochure 	<ul style="list-style-type: none"> • Sign plan (with city) 	<ul style="list-style-type: none"> • Handicap locations (parking) • Parking lot cleanliness & maintenance 	<ul style="list-style-type: none"> • MSI annual checklist
ORGANIZATION & DEVELOPMENT	<ul style="list-style-type: none"> • Finish capital campaign for streetscape improvements (with Board) • Flower fundraiser (Hops by Promo) 	<ul style="list-style-type: none"> • Partner thank you • Volunteer recognition party • Main Street Iowa award nominations • ✓ Upstairs Downtown 			<ul style="list-style-type: none"> • MSI annual checklist • Friends campaign • Annual meeting • Update “About CMS” packet
PROMOTIONS	<ul style="list-style-type: none"> • Hops (Flower fundraiser) 	<ul style="list-style-type: none"> • Calendar of Event mailing (x2) • ✓ ARTapalooza • ✓ FondoFest • Show & Shine • Movies Under the Moon (FY19) • Holiday Hoopla <ul style="list-style-type: none"> ◦ Kick off ◦ Small Bus. Sat. ◦ # Elfie ◦ Breakfast with Santa ◦ Jingle & Mingle ◦ Hoopla Cheer ◦ Snow Shuffle replacement ◦ Baby It's Cold – Ice ◦ Movie Magic ◦ Coloring Contest ◦ Window Contest 		<ul style="list-style-type: none"> • Positive, consistent message 	<ul style="list-style-type: none"> • MSI annual checklist • Newsletter (x4)

STRATEGIC GOALS ONE-SHEET - CEDAR FALLS COMMUNITY MAIN STREET
July 1, 2018 – June 30, 2019
Updated as of Oct. 31

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

STRATEGIC GOALS ONE-SHEET - CEDAR FALLS COMMUNITY MAIN STREET
 July 1, 2018 – June 30, 2019
 Updated as of November 30

Collaborative effort with business owners, property owners, & city to achieve goals	DISTRICT AESTHETIC <i>Positive look and feel of the district</i>	BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i>	CONVENIENCE <i>District accessibility, functional side of district aesthetics</i>	PARKING <i>Positive impact on the parking experience downtown</i>	ANNUAL TASKS <i>Ongoing operational activities</i>
BOARD OF DIRECTORS	<ul style="list-style-type: none"> • Finish capital campaign for streetscape improvements (with Org & Development) • ✓ Shepherd Overlay Ordinance changes updates through city approval process (with Design) • Complete district 1st Impressions checklist 	<ul style="list-style-type: none"> • ✓ Advocate for façade grant program revival • ✓ Host Mallorie Raspberry “Downtown Comeback” presentation (with ED) 			<ul style="list-style-type: none"> • MSI annual checklist • Budget • ✓ October bi-annual report • ✓ CIP project list • City funding grant request • Oversee stakeholder collaboration • April bi-annual report • Staff review
ECONOMIC DEVELOPMENT	<ul style="list-style-type: none"> • ✓ Challenge Grant submission FY19 	<ul style="list-style-type: none"> • New business visits (x2) • ✓ Open 4 Business 2019 (local business did not advance) • Expert workshop series ✓ (Mallorie Raspberry – Sept. 27) 	<ul style="list-style-type: none"> • ✓ Drop off zones (parking) 	<ul style="list-style-type: none"> • Fees • Day pass purchase option downtown 	<ul style="list-style-type: none"> • MSI annual checklist • Track/collect business stats • Update business welcome packet
DESIGN	<ul style="list-style-type: none"> • Façade review (x3) • ✓ Fall clean up day/plugging • Spring clean up day • Banner (1 new set) • Holiday decorating • Summer beautification (flowers) 	<ul style="list-style-type: none"> • ✓ Shepherd Overlay Ordinance update through city approval process (with Board) • Overlay awareness brochure 	<ul style="list-style-type: none"> • Sign plan (with city) 	<ul style="list-style-type: none"> • Handicap locations (parking) • Parking lot cleanliness & maintenance 	<ul style="list-style-type: none"> • MSI annual checklist
ORGANIZATION & DEVELOPMENT	<ul style="list-style-type: none"> • Finish capital campaign for streetscape improvements (with Board) • Flower fundraiser (Hops by Promo) 	<ul style="list-style-type: none"> • ✓ Partner thank you • Volunteer recognition party • Main Street Iowa award nominations • ✓ Upstairs Downtown 			<ul style="list-style-type: none"> • MSI annual checklist • Friends campaign • Annual meeting • Update “About CMS” packet
PROMOTIONS	<ul style="list-style-type: none"> • Hops (Flower fundraiser) 	<ul style="list-style-type: none"> • ✓ (winter) Calendar of Event mailing (x2) • ✓ ARTapalooza • ✓ FondoFest • Show & Shine • Movies Under the Moon (FY19) • Holiday Hoopla <ul style="list-style-type: none"> o ✓ Kick off o ✓ Small Bus. Sat. o ✓ # Reindeer Games o Breakfast with Santa o Jingle & Mingle o Hoopla Cheer o Snow Shuffle replacement o Baby It's Cold – Ice o Movie Magic o Coloring Contest 		<ul style="list-style-type: none"> • Positive, consistent message 	<ul style="list-style-type: none"> • MSI annual checklist • Newsletter (x4)

STRATEGIC GOALS ONE-SHEET - CEDAR FALLS COMMUNITY MAIN STREET
July 1, 2018 – June 30, 2019
Updated as of November 30

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

STRATEGIC GOALS ONE-SHEET - CEDAR FALLS COMMUNITY MAIN STREET
July 1, 2018 – June 30, 2019
Updated as of December 31

Collaborative effort with business owners, property owners, & city to achieve goals	DISTRICT AESTHETIC <i>Positive look and feel of the district</i>	BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i>	CONVENIENCE <i>District accessibility, functional side of district aesthetics</i>	PARKING <i>Positive impact on the parking experience downtown</i>	ANNUAL TASKS <i>Ongoing operational activities</i>
BOARD OF DIRECTORS	<ul style="list-style-type: none"> • Finish capital campaign for streetscape improvements (with Org & Development) • ✓Shepherd Overlay Ordinance changes updates through city approval process (with Design) • Complete district 1st Impressions checklist 	<ul style="list-style-type: none"> • ✓Advocate for façade grant program revival • ✓Host Mallorie Raspberry “Downtown Comeback” presentation (with ED) 			<ul style="list-style-type: none"> • ✓MSI annual checklist • Budget • ✓October bi-annual report • ✓CIP project list • City funding grant request • Oversee stakeholder collaboration • April bi-annual report • Staff review • IDM training
ECONOMIC DEVELOPMENT	<ul style="list-style-type: none"> • ✓Challenge Grant submission FY19 	<ul style="list-style-type: none"> • New business visits (x2) • ✓Open 4 Business 2019 (local business did not advance) • Expert workshop series ✓(Mallorie Raspberry – Sept. 27) 	<ul style="list-style-type: none"> • ✓Drop off zones (parking) 	<ul style="list-style-type: none"> • Fees • Day pass purchase option downtown 	<ul style="list-style-type: none"> • ✓MSI annual checklist • Track/collect business stats • Update business welcome packet
DESIGN	<ul style="list-style-type: none"> • Façade review (x4) • ✓Fall clean up day/Plogging • Spring clean up day • Banner (1 new set) • ✓Holiday decorating • Summer beautification (flowers) 	<ul style="list-style-type: none"> • ✓Shepherd Overlay Ordinance update through city approval process (with Board) • Overlay awareness brochure 	<ul style="list-style-type: none"> • Sign plan (with city) 	<ul style="list-style-type: none"> • Handicap locations (parking) • Parking lot cleanliness & maintenance 	<ul style="list-style-type: none"> • ✓MSI annual checklist
ORGANIZATION & DEVELOPMENT	<ul style="list-style-type: none"> • Finish capital campaign for streetscape improvements (with Board) • Flower fundraiser (Hops by Promo) 	<ul style="list-style-type: none"> • ✓Partner thank you • Volunteer recognition party • Main Street Iowa award nominations • ✓Upstairs Downtown 			<ul style="list-style-type: none"> • ✓MSI annual checklist • Friends campaign • Annual meeting • Update “About CMS” packet
PROMOTIONS	<ul style="list-style-type: none"> • Hops (Flower fundraiser) 	<ul style="list-style-type: none"> • ✓(winter) Calendar of Event mailing (x2) • ✓ARTapalooza • ✓FondoFest • Show & Shine • Movies Under the Moon (FY19) • ✓Holiday Hoopla <ul style="list-style-type: none"> o Kick off o Small Bus. Sat. o #Reindeer Games o Breakfast with Santa o Jingle & Mingle o Hoopla Cheer o Frosty 5K o Baby It’s Cold – ice o Movie Magic o Coloring Contest 		<ul style="list-style-type: none"> • Positive, consistent message 	<ul style="list-style-type: none"> • ✓MSI annual checklist • Newsletter (x5)

STRATEGIC GOALS ONE-SHEET - CEDAR FALLS COMMUNITY MAIN STREET
July 1, 2018 – June 30, 2019
Updated as of December 31

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

STRATEGIC GOALS ONE-SHEET - CEDAR FALLS COMMUNITY MAIN STREET
 July 1, 2018 – June 30, 2019
 Updated as of January 31, 2019

Collaborative effort with business owners, property owners, & city to achieve goals	DISTRICT AESTHETIC <i>Positive look and feel of the district</i>	BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i>	CONVENIENCE <i>District accessibility, functional side of district aesthetics</i>	PARKING <i>Positive impact on the parking experience downtown</i>	ANNUAL TASKS <i>Ongoing operational activities</i>
BOARD OF DIRECTORS	<ul style="list-style-type: none"> • Finish capital campaign for streetscape improvements (with Org & Development) • ✓Shepherd Overlay Ordinance changes updates through city approval process (with Design) • Complete district 1st Impressions checklist 	<ul style="list-style-type: none"> • ✓Advocate for façade grant program revival • ✓Host Mallorie Raspberry "Downtown Comeback" presentation (with ED) 			<ul style="list-style-type: none"> • ✓MSI annual checklist • Budget • ✓October bi-annual report • ✓CIP project list • City funding grant request • Oversee stakeholder collaboration • April bi-annual report • Staff review • IDM training
ECONOMIC DEVELOPMENT	<ul style="list-style-type: none"> • ✓Challenge Grant submission FY19 	<ul style="list-style-type: none"> • New business visits (x2) • ✓Open 4 Business 2019 (local business did not advance) • Expert workshop series ✓(Mallorie Raspberry – Sept. 27) 	<ul style="list-style-type: none"> • ✓Drop off zones (parking) 	<ul style="list-style-type: none"> • Fees • Day pass purchase option downtown 	<ul style="list-style-type: none"> • ✓MSI annual checklist • Track/collect business stats • Update business welcome packet
DESIGN	<ul style="list-style-type: none"> • Façade review (x7) • ✓Fall clean up day, Plogging • Spring clean up day • Banner (1 new set) • ✓Holiday decorating • Summer beautification (flowers) 	<ul style="list-style-type: none"> • ✓Shepherd Overlay Ordinance update through city approval process (with Board) • Overlay awareness brochure 	<ul style="list-style-type: none"> • Sign plan (with city) 	<ul style="list-style-type: none"> • Handicap locations (parking) • Parking lot cleanliness & maintenance 	<ul style="list-style-type: none"> • ✓MSI annual checklist
ORGANIZATION & DEVELOPMENT	<ul style="list-style-type: none"> • Finish capital campaign for streetscape improvements (with Board) • Flower fundraiser (Hops by Promo) 	<ul style="list-style-type: none"> • ✓Partner thank you • Volunteer recognition party • ✓Main Street Iowa award nominations • ✓Upstairs Downtown 			<ul style="list-style-type: none"> • ✓MSI annual checklist • Friends campaign • Annual meeting • Update "About CMS" packet
PROMOTIONS	<ul style="list-style-type: none"> • Hops (Flower fundraiser) 	<ul style="list-style-type: none"> • ✓(winter) Calendar of Event mailing (x2) • ✓ARTapalooza • ✓FondoFest • Show & Shine • Movies Under the Moon (FY19) • ✓Holiday Hoopla <ul style="list-style-type: none"> ◦ Kick off ◦ Small Bus. Sat. ◦ # Reindeer Games ◦ Breakfast with Santa ◦ Jingle & Mingle ◦ Hoopla Cheer ◦ Frosty 5K ◦ Baby It's Cold – Ice ◦ Movie Magic ◦ Coloring Contest 		<ul style="list-style-type: none"> • Positive, consistent message 	<ul style="list-style-type: none"> • ✓MSI annual checklist • Newsletter (x6)

STRATEGIC GOALS ONE-SHEET - CEDAR FALLS COMMUNITY MAIN STREET

July 1, 2018 – June 30, 2019

Updated as of January 31, 2019

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

STRATEGIC GOALS ONE-SHEET - CEDAR FALLS COMMUNITY MAIN STREET
July 1, 2018 – June 30, 2019
Updated as of February 28, 2019

Collaborative effort with business owners, property owners, & city to achieve goals	DISTRICT AESTHETIC <i>Positive look and feel of the district</i>	BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i>	CONVENIENCE <i>District accessibility, functional side of district aesthetics</i>	PARKING <i>Positive impact on the parking experience downtown</i>	ANNUAL TASKS <i>Ongoing operational activities</i>
BOARD OF DIRECTORS	<ul style="list-style-type: none"> • Finish capital campaign for streetscape improvements (with Org & Development) • ✓ Shepherd Overlay Ordinance changes updates through city approval process (with Design) • Complete district 1st Impressions checklist 	<ul style="list-style-type: none"> • ✓ Advocate for façade grant program revival • ✓ Host Mallorie Rasberry "Downtown Comeback" presentation (with ED) 			<ul style="list-style-type: none"> • ✓ MSI annual checklist • ✓ Budget • ✓ October bi-annual report • ✓ CIP project list • City funding grant request • Oversee stakeholder collaboration • April bi-annual report • Staff review • IDM training
ECONOMIC DEVELOPMENT	<ul style="list-style-type: none"> • ✓ Challenge Grant submission FY19 	<ul style="list-style-type: none"> • New business visits (x3) • Open 4 Business 2019 (local business did not advance) • Expert workshop series ✓ (Mallorie Rasberry – Sept. 27) 	<ul style="list-style-type: none"> • ✓ Drop off zones (parking) 	<ul style="list-style-type: none"> • Fees • Day pass purchase option downtown 	<ul style="list-style-type: none"> • ✓ MSI annual checklist • Track/collect business stats • Update business welcome packet
DESIGN	<ul style="list-style-type: none"> • Façade review (x11) • ✓ Fall clean up day/Plogging • Spring clean up day • Banner (1 new set) • ✓ Holiday decorating • Summer beautification (flowers) 	<ul style="list-style-type: none"> • ✓ Shepherd Overlay Ordinance update through city approval process (with Board) • Overlay awareness brochure 	<ul style="list-style-type: none"> • Sign plan (with city) 	<ul style="list-style-type: none"> • Handicap locations (parking) • Parking lot cleanliness & maintenance 	<ul style="list-style-type: none"> • ✓ MSI annual checklist
ORGANIZATION & DEVELOPMENT	<ul style="list-style-type: none"> • Finish capital campaign for streetscape improvements (with Board) • Flower fundraiser (Hops by Promo) 	<ul style="list-style-type: none"> • ✓ Partner thank you • Volunteer recognition party • ✓ Main Street Iowa award nominations • ✓ Upstairs Downtown 			<ul style="list-style-type: none"> • ✓ MSI annual checklist • Friends campaign • Annual meeting • Update "About CMS" packet
PROMOTIONS	<ul style="list-style-type: none"> • Hops (Flower fundraiser) 	<ul style="list-style-type: none"> • ✓ (winter) Calendar of Event mailing (x2) • ✓ ARTapalooza • ✓ FondoFest • Show & Shine • Movies Under the Moon (FY19) • ✓ Holiday Hoopla <ul style="list-style-type: none"> ○ Kick off ○ Small Bus. Sat. ○ # Reindeer Games ○ Breakfast with Santa ○ Jingle & Mingle ○ Hoopla Cheer ○ Frosty 5K ○ Baby It's Cold – Ice ○ Movie Magic ○ Coloring Contest 		<ul style="list-style-type: none"> • Positive, consistent message 	<ul style="list-style-type: none"> • ✓ MSI annual checklist • Newsletter (x6)

STRATEGIC GOALS ONE-SHEET - CEDAR FALLS COMMUNITY MAIN STREET
July 1, 2018 – June 30, 2019
Updated as of February 28, 2019

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

STRATEGIC GOALS ONE-SHEET - CEDAR FALLS COMMUNITY MAIN STREET

July 1, 2018 – June 30, 2019

Updated as of March 31, 2019

Collaborative effort with business owners, property owners, & city to achieve goals	DISTRICT AESTHETIC <i>Positive look and feel of the district</i>	BUSINESS FRIENDLY ENVIRONMENT <i>Supportive business community and strong business mix</i>	CONVENIENCE <i>District accessibility, functional side of district aesthetics</i>	PARKING <i>Positive impact on the parking experience downtown</i>	ANNUAL TASKS <i>Ongoing operational activities</i>
BOARD OF DIRECTORS	<ul style="list-style-type: none"> • Finish capital campaign for streetscape improvements (with Org & Development) • ✓ Shepherd Overlay Ordinance changes updates through city approval process (with Design) • Complete district 1st Impressions checklist 	<ul style="list-style-type: none"> • ✓ Advocate for façade grant program revival • ✓ Host Mallorie Raspberry "Downtown Comeback" presentation (with ED) 			<ul style="list-style-type: none"> • ✓ MSI annual checklist • ✓ Budget • ✓ October bi-annual report • ✓ CIP project list • ✓ City funding grant request • Oversee stakeholder collaboration • April bi-annual report • Staff review • IDM training
ECONOMIC DEVELOPMENT	<ul style="list-style-type: none"> • ✓ Challenge Grant submission FY19 	<ul style="list-style-type: none"> • New business visits (x4) • ✓ Open 4 Business 2019 (Twirl) • Expert workshop series ✓ (Mallorie Raspberry – Sept. 27) 	<ul style="list-style-type: none"> • ✓ Drop off zones (parking) 	<ul style="list-style-type: none"> • Fees • Day pass purchase option downtown 	<ul style="list-style-type: none"> • ✓ MSI annual checklist • Track/collect business stats • Update business welcome packet
DESIGN	<ul style="list-style-type: none"> • Façade review (x12) • ✓ Fall clean up day/Plogging • Spring clean up day • Banner (1 new set) • ✓ Holiday decorating • Summer beautification (flowers) 	<ul style="list-style-type: none"> • ✓ Shepherd Overlay Ordinance update through city approval process (with Board) • Overlay awareness brochure 	<ul style="list-style-type: none"> • Sign plan (with city) 	<ul style="list-style-type: none"> • Handicap locations (parking) • Parking lot cleanliness & maintenance 	<ul style="list-style-type: none"> • ✓ MSI annual checklist
ORGANIZATION & DEVELOPMENT	<ul style="list-style-type: none"> • Finish capital campaign for streetscape improvements (with Board) • Flower fundraiser (Hops by Promo) 	<ul style="list-style-type: none"> • ✓ Partner thank you • Volunteer recognition party • ✓ Main Street Iowa award nominations • ✓ Upstairs Downtown 			<ul style="list-style-type: none"> • ✓ MSI annual checklist • Friends campaign • Annual meeting • Update "About CMS" packet
PROMOTIONS	<ul style="list-style-type: none"> • Hops (Flower fundraiser) 	<ul style="list-style-type: none"> • ✓ (winter) Calendar of Event mailing (x2) • ✓ ARTapalooza • ✓ FondoFest • Show & Shine • Movies Under the Moon (FY19) • ✓ Holiday Hoopla <ul style="list-style-type: none"> ○ Kick off ○ Small Bus. Sat. ○ # Reindeer Games ○ Breakfast with Santa ○ Jingle & Mingle ○ Hoopla Cheer ○ Frosty 5K ○ Baby It's Cold – Ice ○ Movie Magic ○ Coloring Contest ○ Window Contest 		<ul style="list-style-type: none"> • Positive, consistent message 	<ul style="list-style-type: none"> • ✓ MSI annual checklist • Newsletter (x6)

STRATEGIC GOALS ONE-SHEET - CEDAR FALLS COMMUNITY MAIN STREET
July 1, 2018 – June 30, 2019
Updated as of March 31, 2019

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

**Community Main Street
Director's Staff Report for October 2018:**

Committees:

- **Promotion/Retail/Nightlife** –Holiday Hoopla; TV co-op
- **Design** – banner plan, holiday decorating
- **Business Improvement** –new business visit;
- **Organization & Development** – Partner thank you
- **Board** – streetscape fundraising; financial reporting; accreditation checklist

Staff Activities:

- Event planning, facilitation, support and oversight of the following events
 - Funtober
 - Pink Ribbon Run/GNO coupon card
 - Girls Night
 - Fall Family Fun Day
 - Purple Saturday
 - Halloweentown Downtown (pet costume parade and contest; human costume contest)
 - Trick or Treating downtown
- Met with Ron Gaines
- Hosted Hilltop Village board member visit
- Worked with CAPS program students to develop survey about downtown resident spending habits
- Assisted city staff members identify stakeholder groups for small group parking meetings
- Board member meeting (Dan Lynch)
- FNB Anniversary open house
- Fondo 2019 partnership meeting (x2 meetings)
- Met with potential new downtown business
- Met with CFPD rep to discuss possible changes to Fondo in 2019
- Met with new volunteer on Design Committee
- Met with Tom Wickersham of the CF Food Coop
- Completed and submitted bi-annual report
- Completed and submitted economic development grant application
- Attended MS training in Winona; was a conference presenter
- Attended small group downtown stakeholder parking meeting
- Finalized Blackhawk Hotel annual in kind donations for CY19
- Reviewed materials from free MSI design service with one downtown business
- Currents and various channel 15 interviews
- Details in the District fundraising campaign
 - Worked with Melissa on various campaign items
 - House party (x2)
 - Individual committee member meetings (x2)
 - US Bank; Wells Fargo
- Finalized new partnership arrangements for HH 5K run/walk to replace Trekman
- Helped merchants with general district TV spot
- Completed and submitted monthly reporting to Main Street Iowa

- Planned and facilitated all committee meetings and sub-committee meetings

Community Event Representation: Levee meetings (x1); Great Western Bank Ribbon Cutting; CAPS advisory board; GCVAC Affiliate meeting; GCVAC Legislative Forum; CBT Roundtable; Park & Rec; Cedar Falls Community Foundation; MS Waterloo board meeting

Staff Priorities for November 2018:

Holiday Hoopla

Finish up streetscape fundraising

Update budget with monthly numbers

**Community Main Street
Director's Staff Report for November 2018:**

Committees:

- **Promotion/Retail/Nightlife** –Holiday Hoopla;
- **Design** – banner plan, holiday decorating
- **Business Improvement** –new business visit; update action items
- **Organization & Development** – partner thank you
- **Board** – financial reporting; accreditation checklist; employee handbook

Staff Activities:

- Event planning, facilitation, support and oversight of the following events
 - Holiday Shop Hop (Downtown Ingredients)
 - Holiday Hoopla
 - Window contest
 - Kick Off
 - Small Business Saturday
 - Reindeer Games
- Decorate downtown for the holidays
 - Workshop corner
 - Light poles
 - Holly Trolley
- Facilitate and help with annual partner thank you goodie tray prep and delivery
- Met with Ron Gaines
- Met with Carrie Eilderts, Cedar Falls Historical Society
- Worked with CAPS program students to develop survey about downtown resident spending habits
- Attended community festival meeting (GBPAC, Tourism, CVSC)
- Facilitated Fall clean up day communication
- Sent invitations to property owners about the HPC Tax Credit training; acted as co-host and was available to answer questions regarding MSI Challenge Grants
- Stakeholder meetings (x3)
- Met with Stephanie Sheetz regarding city updates
- Transitioned lead to city on communication regarding east side of 100 block alley project (previously acted as communication liaison when project was led by River Place)
- Participated on Draft Day planning committee meeting(s)
- Met with potential new volunteer
- Fondo 2019 partnership meeting (x2 meetings)
- Various media interviews regarding Holiday Hoopla
- Details in the District fundraising campaign
 - Dave Deaver meeting
 - Wrap up party
 - Donor recognition plaque wording letters
- Completed and submitted monthly reporting to Main Street Iowa
- Planned and facilitated all committee meetings and sub-committee meetings

Community Event Representation: CAPS Demo Day; Levee meetings (x1); Park & Rec; Black Hawk Hotel 165th anniversary celebration; IDM Advisory Board meeting; Tourism Board

Staff Priorities for December 2018:

Holiday Hoopla Events
Submit Accreditation Checklist

Community Main Street Director's Staff Report for December 2018:

Committees:

- **Promotion/Retail/Nightlife** –Holiday Hoopla
- **Design** – banner plan; façade reviews; “undecking” the falls
- **Business Improvement** –new business visit; business survey
- **Organization & Development** – annual meeting; MSI awards; volunteer appreciation event
- **Board** – financial reporting; building sign
-

Staff Activities:

- Event planning, facilitation, support and oversight of the following events
 - Holiday Hoopla
 - Window contest peoples choice
 - Santa letters
 - Holly Trolley
 - Workshop
 - Characters
 - Coloring contest
 - Breakfast
 - Jingle & Mingle
 - Frosty 5K
 - Hoopla Cheer/Ugly Sweater/Beard Contest
 - Movie Magic
 - Baby Its Cold Outside
 - Wrap It Up
- Decorate downtown for the holidays
 - Began taking down workshop corner
- Facilitate and help Iowa Department of Cultural Affairs videographer with the cultural district recognition video
- Attended Executive Director training –TIF/SSMID
- Submitted Currents article
- Met with new KWWL Marketing director; secured anchor promo video shoot in the downtown district
- Assisted Andy Miller (parking study) with questions as needed
- Allocated updated annual budget by month
- Worked with city staff to coordinate communication regarding the parking study public presentation
- Met with Ron Gaines
- Met with River Place reps regarding plaza and future events
- Met with Kathryn Sogard regarding CHP partnership; shared challenges
- Met with Cary Darrah to discuss CMS/GCVAC updates and collaboration
- ED meetings with two downtown businesses
- Worked with CAPS program students to review downtown resident spending habits survey results
- Participated on Draft Day planning committee action items
- Various media interviews regarding Holiday Hoopla

- Details in the District fundraising campaign
 - Donor recognition plans/pledge letters
- Completed and submitted monthly reporting to Main Street Iowa
- Planned and facilitated all committee meetings and sub-committee meetings

Community Event Representation: Pre-legislative Reception

Staff Priorities for January 2019:

Main Street Iowa Award nominations

Property tax exemption paperwork submitted to BHC

Downtown Delights planning

Volunteer recognition event planning

**Community Main Street
Director's Staff Report for January 2019:**

Committees:

- **Promotion/Retail/Nightlife** –St Patty's Day; Fondo; Movies Under the Moon; Downtown Delight
- **Design** – banner design; façade reviews; "undecking" the falls
- **Business Improvement** –new business visit; business survey
- **Organization & Development** – annual meeting; MSI awards; volunteer appreciation event
- **Board** – nominations; parking action item planning; building sign

Staff Activities:

- Event planning, facilitation, support and oversight of the following events
 - Holiday Hoopla recap
- Removed holiday decor
- Assisted Andy Miller (parking study) with questions as needed and promoted meeting
- Worked with city staff to coordinate communication regarding the parking study public presentation
- Submitted accreditation paperwork to Main Street Iowa; secured 2019 accreditation
- Participated in various meetings regarding future downtown development projects
- Met with Leslie Prideaux regarding hosting a Panther Caravan in the District
- Attended CHP/CFPD safety/security planning meeting
- Submitted Main Street Iowa Award nominations for:
 - Total building rehab (CMS building); Partner (Troy Stedman); Details of District (Fundraising); Itty Bitty Nitty Gritty (car show)
- Hosted a downtown tour for one of the library director finalists
- CAPS Design Sprint review panel (Downtown Banner Design project)
- Hosted Movies Under the Moon planning meeting
- Met with Collins Community Credit Union to review major changes to Fondo; continued sponsorship secured
- Manned Fondo booth at Iowa Bike Expo to promote Fondo
- Submitted property tax exemption paperwork
- Hosted a quick building tour for Michael Waglor, MSI
- Iowa Marketing 3-4-5 webinar
- Met with Stephanie Sheets
- Met with Ron Gaines
- Met with River Place reps regarding plaza and future events
- Participated on Draft Day planning committee action items
- Continued Details in the District fundraising campaign follow up
- Completed and submitted monthly reporting to Main Street Iowa
- Planned and facilitated all committee meetings and sub-committee meetings

Community Event Representation: CAPS final presentations (x2 CMS projects included); One Million Cups; Tourism strategic planning; Parking study public meeting; CFCT Board meeting; CFCF Board meeting

Staff Priorities for February 2019:

Volunteer recognition event
Parking action items
Banner bids

Community Main Street

Director's Staff Report for February 2019:

Committees:

- **Promotion/Retail/Nightlife** – ~~St. Patty's Day~~; Fondo; Movies Under the Moon; Downtown Delight; Spring Shop Hop; ARTapalooza; Show & Shine;
- **Design** – banner design; façade reviews;
- **Business Improvement** – new business visit; business education programs
- **Organization & Development** – annual meeting; MSI awards; volunteer appreciation event
- **Board** – nominations; parking action item planning; parking creative planning; building sign (Hops)

Staff Activities:

- Event planning, facilitation, support and oversight of the following events
 - Downtown Delight
 - Volunteer appreciation "We Love our Volunteers"
- Met with and secured new volunteer for Promo and/or Artapalooza
- Met with representatives from St. Vincent DePaul regarding their store closing
- Assisted with Main Street Iowa Award judging in Des Moines
- Participated in the parkade design project kickoff meeting and first follow up meeting
- Attended meeting at the Hearst regarding a summer passport program
- Hosted new volunteer information meeting for ARTapalooza (Draft Day attendees)
- Met with 3 history student volunteers on two separate downtown projects for CMS
- Met with board member Amy Mohr
- Parking meetings: strategy, creative, shared parking
- Participated in conference call between development team for Wells Fargo site, Main Street Iowa and city staff regarding proposal for site
- Submitted façade grant application to city
- ED welcomed This Little Light Studio
- Attended levee construction meeting
- Participated in ArtUp training webinar
- Attended Andy Miller's (parking study) presentation at city council
- Worked with city staff to coordinate communication regarding the parking study public presentation
- Hosted CMS nightlife/CFPD safety/security planning meeting
- Hosted ShopWhereYouLive.com presentation
- Worked with Meridith on Open 4 Business local competition planning
- Met with Home Brew Club representative to discuss downtown event
- Met with potential new property/business owner
- Met with new owner of former St. Vincent DePaul building
- Met with Keith Kennedy to discuss Holiday Hoopla stage plans
- Met with Ron Gaines
- Met with Stephanie Sheetz regarding board meeting information
- Planned Ames exchange visit with their director
- Met with River Place reps regarding plaza and future events (x1)
- Continued Details in the District fundraising campaign follow up
- Completed and submitted monthly reporting to Main Street Iowa
- Planned and facilitated all committee meetings and sub-committee meetings

Community Event Representation: Park & Rec; Friday Forum with local legislators; Alliance & Chamber Affiliate meeting; P & Z; CFCT Board meeting; CFCF PR Committee; City Council meeting; Cedar Valley Entrepreneur Support Roundtable;

Staff Priorities for March 2019:

Hops and Shop Hop (Shop for a Cause) planning
Prepare GAMSA presentation to be given at the National Main Street Conference
Begin Bi-annual report
Parking action items
Order new banners

**Community Main Street
Director's Staff Report for March 2019:**

Committees:

- **Promotion/Retail/Nightlife** Hops; Spring Shop Hop; Show & Shine; Movies Under the Moon; Fondo; ARTapalooza;
- **Design** – banner design; façade reviews; update design guideline brochure
- **Business Improvement** –new business visit; business education programs (x2)
- **Organization & Development** – annual meeting;
- **Board** –parking action item planning; parking creative planning;

Staff Activities:

- Met with volunteer interested in doing video work for Hoopla
- Coordinated 2 parking groups activities regarding strategy, creative, and shared parking
- Planned two educational opportunities for downtown merchants (Planning for Profit; #RosieWasRight)
- Kim and I met with Eric Braley to discuss updating MUM commercials and opening credit reel
- Secured new MUM sponsor
- Renewed MIX sponsorship agreement
- Attended MSI Awards; received Best Fundraising award for Details of the District Campaign
- Met with UNI student Cayla Rasmussen for class project
- Worked with three MSI communities to finalize our presentation for Main Street Now (National Main Street Conference)
- Participated in the parkade design project meeting
- Met with Hampton Inn regional sales manager regarding partnership with CMS
- Met with new downtown business representative (Walter Peterson – Omega Red)
- Met with two businesses considering opening in the Downtown District
- Participated in Maestro webinar to learn about new features offered
- Determined banner color mapping scheme with volunteer assistance
- Worked with city staff to coordinate communication regarding the parking study public presentation
- Met with Home Brew Club representatives to discuss downtown event; Larry acted as host for event
- Attended Passport for the Arts participant meeting
- Attended the National Main Street Conference
- Presented a session on GAMSAs with three other MSI communities at the National MS Conference
- Met with Hiro Matsumoto, an academic from Japan, to discuss Community Main Street (follow up to his visit in 2014); CF will be a featured community in he and Dr. Akashi's paper on MS community structure and successful financial models)
- Assisted city staff with 100 block alley project business contacts
- Met with Ron Gaines and Stephanie Sheetz
- Planned Ames exchange dates
- Continued Details in the District fundraising campaign follow up

- Completed and submitted monthly reporting to Main Street Iowa
- Planned and facilitated all committee meetings and sub-committee meetings

Community Event Representation: City Council meeting; One Million Cups; Park & Rec; P & Z; CFCT Board meeting

Staff Priorities for the next month:

Bi-annual report
Parking action items
Order new banners
Show & Shine
GNO
Open 4 Business
Community Exchange
Planning for Profit
Spring Clean Up
Annual meeting



MAIN STREET IOWA PROGRAM SERVICES

Designated Main Street Iowa (MSI) programs are eligible for a range of technical services available from the Iowa Economic Development Authority's (IEDA) Main Street Iowa staff. Targeted technical assistance is provided at no cost to the local program through requests to the MSI staff made via the local Main Street program Executive Director.

This list represents some of the more popular services that MSI has provided to local Main Street programs. The list is organized by each of the Main Street Points as well as a section for general services. Please contact any of the MSI staff to schedule (and cater as necessary) these services in support of a local project or initiative that is being planned or underway in your Main Street district.

MAIN STREET IOWA GENERAL SERVICES & BENEFITS

Main Street Iowa Network & Resources:

- [Main Street Iowa Online Discussion Group](#)
Online discussion group for local MSI Executive Directors to pose questions, share best practices, and support conversations about Main Street district revitalization.
- [Online Downtown Resource Center](#)
Online cloud-based repository for programmatic examples, resources for local Main Street programs, best practices, and MSI program documents.
- ["Iowa Downtown Resource" Newsletter](#)
Statewide newsletter focused on downtown and historic commercial district revitalization efforts. The "Iowa Downtown Resource" provides a statewide avenue to promote local downtown revitalization and Main Street program efforts through articles, images, and best practices.
- [Iowa Downtown Resource Library](#)
The Iowa Downtown Resource Center maintains a library of physical books and resources to support downtown and historic district commercial efforts. Resources can be checked out directly through Iowa Downtown Resource Center staff.
- [Main Street Iowa Program Calendar](#)
Each December, MSI sends out a program planning calendar for network trainings, important program visits, and significant partner events throughout the year.

General Technical Assistance:

- [National Main Street Accreditation](#)
Main Street America's accreditation of local Main Street programs provides a benchmark for local program operation as well as national recognition of the local program's efforts to implement the Main Street Approach. MSI facilitates the [National Main Street Accreditation](#) annually with each designated MSI program.
- [Main Street Approach Presentation](#)
One-hour overview of the principles of Main Street, covering each of the Main Street Four Points™. Effective in strengthening community support or as a refresher for board members and volunteers.

(Main Street Iowa Program Services continues on next page)



- Partnership Visits
Partnership Visits provide the opportunity for regularly scheduled (annually or bi-annually) on-site check in discussions with the major local partners that help ensure the local Main Street program is functioning sustainably. The core of this visit prioritizes time with local program staff, board president/executive committee, city partners, the board of directors, and tour of the designated Main Street district. Additional targeted meetings and discussions can be added as requested.
- Local City and Governmental Partnership Development
A strong public-private partnership is critical for a local Main Street district revitalization effort to sustain. MSI works hand-in-hand with local Main Street programs and government entities to foster effective and creative partnerships to further the downtown and economic development priorities.
- Main Street Executive Director Training and Assistance
MSI provides ongoing support and training of local Main Street Executive Director, including: introduction to MSI network, MSI Orientation, Main Street Executive Director Coaching, and onsite trainings and orientation.
- Main Street Executive Director Hiring Assistance for Boards of Directors
Throughout the hiring process of a new local Executive Director, MSI offers a series of support services for local Boards, including: sample job descriptions and ads, assistance with job posting notices, resume screening, and attendance at interviews, etc.
- Downtown Exchange
IEDA will match you with another community that is similar to yours. Volunteers from the partner community will make impromptu visits to your downtown and assess features such as cleanliness, entrances, signage, business mix, etc. Visits will be followed with a report of honest "first impressions" from and to each participating community.

Statewide and National Marketing:

- Main Street Iowa Awards
MSI annually recognizes outstanding accomplishments, activities and people that are making a difference in Main Street districts across the state. Award winners are honored at a celebration held each spring in Des Moines which attracts over 500 Main Street leaders from throughout the state.
- Main Street Economic Impact Tracking
MSI maintains the state's cumulative and local Main Street program economic impact statistics collected each month by local Main Street programs. Data is sent on a monthly basis to local Main Street programs and updated bi-annually (fiscal year and calendar year) on the [Iowa Economic Development Authority](#) website.
- Main Street Iowa Restaurant Week
Restaurants are an integral element of a community's district revitalization efforts. In partnership with Travel Iowa, MSI focuses a targeted effort to market Iowa's downtown restaurants as destinations for food, entertainment, cultural, and authentic experiences. [Main Street Iowa Restaurant Week](#) occurs during a week in mid-September.



- Travel Iowa Partnership
[Travel Iowa](#), the state's tourism office, is co-located in the Iowa Economic Development Authority which provides opportunities for close partnership and marketing of the offerings in Iowa's Main Street districts. This includes: Iowa Travel Guide presence, partnership on statewide marketing, special Main Street community web sections, and targeted training partnerships.
- Main Street America Partnership
Main Street America, a program of the National Main Street Center, owns the trademark for the Main Street Approach™. MSI is the conduit to forge and utilize the membership with the national Main Street movement. A full list of membership benefits can be found on the [Main Street America website](#).

Training:

- Main Street Iowa Network Workshops
MSI hosts three continuing education trainings per year. Attendance is required for local Main Street programs. Training topics and locations change each year. Trainings are typically held in Spring, Summer, and Fall. Trainings are targeted to local board members, volunteers, City and economic development partners, and local Main Street staff.
- Regional Main Street Roundtables
Throughout the year, MSI hosts a series of regional discussions that support regional collaborations and small group conversations regarding Main Street district revitalization topics.
- Executive Director Professional Development
Each December, MSI hosts a professional development training targeted to local Main Street Executive Directors and staff. Topics are determined each year through local staff input.
- Statewide Downtown Conference
The Iowa Downtown Conference is the premier statewide annual conference for professionals and volunteers involved in preservation-based downtown revitalization in Iowa and neighboring states.
- Main Street Iowa Orientation
Intensive full-day training for new Main Street Executive Directors, staff, board presidents, board members, and committee volunteers. The training discusses the basics of the Main Street program, roles and responsibilities of the Main Street board and executive directors, services provided by MSI, and Main Street procedural expectations of local programs. This training is required for all new Executive Directors.
- Main Street Basics (mini on-site orientation for board members)
Two-and-a-half-hour local condensed version of the MSI Orientation. A minimum of 75% board attendance is expected to host this training.

Main Street Iowa Financial Opportunities:

- Main Street Iowa Challenge Grant
MSI's primary project funding source, the MSI Challenge Grant, is a competitive, bricks and mortar, dollar-for-dollar matching grant program.

(Main Street Iowa Program Services continues on next page)



- Main Street Open 4 Business Grant Competition
"Shark Tank" Main Street style, Main Street Open 4 Business is a competitive business competition to support business expansion and recruitment efforts.
- Main Street Iowa Loan Program
A partnership program with the Iowa Finance Authority and the Federal Home Loan Bank-Des Moines, the [Main Street Iowa Loan Program](#) offers favorable rate loans for rehabilitation (with an emphasis on upper-floor housing) projects in designated Main Street districts.
- Main Street Now Registration Scholarship
MSI offers registration scholarships to local Main Street program staff, board members, volunteers, and partners. [Main Street Now](#) is the national Main Street conference held each year in the Spring. Conference location changes annually.
- Main Street America Institute Scholarship
MSI offers a partial tuition scholarship (up to \$2,000) for local Main Street Executive Directors to successfully complete [Main Street America's Institute](#) program.
- Discounted Registration to Iowa Downtown Conference
MSI offers a discounted registration rate for the Iowa Downtown Conference, the state's premier statewide annual conference for professionals and volunteers involved in preservation-based downtown revitalization in Iowa and neighboring states.
- Cost share consulting fees for targeted technical visits
MSI often partners with local Main Street programs to share the costs of national consulting partners to provide targeted technical services above and beyond what is provided directly through the MSI staff. In these cases, local needs are communicated to MSI by the local program and a catered plan is considered when possible. Common partnerships have included: district and/or program branding and preparing for streetscape.



MAIN STREET IOWA ORGANIZATION SERVICES

The Organization Point services focus on building strong, broad-based support in the form of human and financial resources and involving both the public and private sectors with a stake in the downtown revitalization initiative. The grassroots, volunteer driven initiative is dependent upon stakeholder involvement, leadership development and empowerment, therefore primary focuses are fundraising, volunteer development and communications.

One-on-One Technical Assistance:

Issue-specific technical assistance on program and partnership development issues via onsite consultation or phone/email.

Training: (Possible topics include but are not limited to...)

- **Organization Point-Focused Committee and Task Force Training**
A 90-minute on-site training to review the roles and responsibilities of an Organization Committee.
- **Investment/Fundraising Development**
Training session to understand the components of an effective fundraising strategy. Fundraising training session will be catered to fit local needs and could include: board training, interactive activities, process of fundraising, focus groups, review of budgets and fundraising documents, etc.
- **Volunteer Recruitment**
Interactive training session to help better understand local volunteer needs, assess opportunities for volunteer growth, determine local volunteer recruitment strategies, and practice the process of selling the program to new potential volunteers and leaders.
- **Social Media for Nonprofits**
Training and technical assistance geared towards enhancing a local Main Street program's social media presence.

Targeted Technical Assistance:

- **Facilitation of Locally Driven Planning Activities**
Facilitation could include (but not limited to): Programmatic Strategic Planning, Main Street District Visioning, Board Retreats, Topic Focus Groups, and Action Plan Development Training. Facilitation and outcomes of services are catered to meet local needs.
- **Review Programmatic Documents**
MSI can assist local Boards of Directors in the review and comment of, as well as providing examples for the refinement of, core programmatic documents that can include: bylaws, job descriptions, board documents, program policies, etc.
- **Nonprofit Application Assistance**
In partnership with a nonprofit attorney, MSI will review and comment on locally drafted 501(c)3 nonprofit application paperwork prior to submitting to the Internal Revenue Service (IRS).
- **Local Main Street Program Online Presence Assessment**
Review of your program's presence and messaging.



MAIN STREET IOWA ECONOMIC VITALITY SERVICES

The Economic Vitality Point services focus on strengthening and broadening the economic base of the Main Street district. Improving the overall business climate within a designated Main Street district enhances the community's existing economic assets while diversifying its economic base.

One-on-One Technical Assistance:

MSI offers one-on-one business consulting for existing and new businesses. All meetings are strictly confidential. MSI also offers issue specific technical assistance on business development, real estate development, or downtown economic development issues via onsite consultation or phone/email.

Training: (Possible topics include but are not limited to...)

- Economic Vitality Point-Focused Committee and Task Force Training
A 90-minute on-site training to review the roles and responsibilities of an Economic Vitality Committee.
- Social Media for Business
Social media has quickly become a driving force for communication and consumer engagement across the state of Iowa. This training educates business owners and leaders about the importance of strong social media skills for local communication and customer engagement.
- Real Estate Development
Adaptive use and full utilization of vacant or underperforming properties is important for every Main Street commercial district. Several real estate development trainings are available to assist you in identifying funding sources, building local capacity, creating public-private partnerships, and educating local leaders on economic development programs including Tax Increment Financing (TIF).
- Property Tax Assessment Training
This training helps community leaders, volunteers and elected officials understand their local property tax structure and how it relates to economic development for their community.
- Business Transition Training
This training helps a community understand and build a local support network to address business transition, especially for those longtime, landmark businesses. Trainings are available for business owners and the Economic Vitality committee.

Targeted Technical Assistance:

- Building & Business Inventories
Templates and training on how to conduct business visitations to collect data on your Main Street district buildings and businesses. A district cannot know what it wants without fully understanding what it already has. Techniques and templates are shared to make this job easier and up-to-date.
- ESRI Market Updates
MSI annually provides updates to statistical data through ESRI (Environmental Systems Research Institute, Inc.) Market Profile, Retail Marketplace, Tapestry Segmentation, and Housing Profile reports are provided.
- Market Analysis 101 / 201
This process helps the local community understand their demographics, retail sales figures, housing issues, and business and consumer opportunities through analysis of primary and secondary data. The Market Analysis 201 training builds upon the work done in MA101 with a focus on business recruitment for the downtown district.
- Economic Development Incentives
MSI staff can assist with helping the local program and partners create and research funding streams to accomplish the community's district revitalization goals.
- Downtown Housing Assessment
MSI staff can work with the local Main Street program and development partners to assess existing downtown housing options, opportunities, and begin the process of housing development strategies.



MAIN STREET IOWA PROMOTION SERVICES

The Promotion Point services focus on positioning the Main Street district as the center of the community and the hub of economic activity, while creating a positive image that showcases a community's unique characteristics.

One-on-One Technical Assistance:

Issue-specific technical assistance on marketing and event planning, implementation, or management issues via on-site visit or phone/email.

Training: (Possible topics include but are not limited to...)

- Promotion Point-Focused Committee and Task Force Training
A 90-minute on-site training to review the roles and responsibilities of a Promotion Committee.
- Successful Events Examples / Presentation
A 90-minute on-site presentation that includes a variety of Special Event, Retail/Business Event and Image Promotion ideas that have worked in other MSI communities.
- Promotional Ideas for Main Street Businesses / Presentation
A 90-minute on-site presentation that includes a variety of event and marketing ideas for downtown businesses that have worked in other MSI communities.
- Celebrate Streetscape
A 90-minute on-site presentation that includes information pertinent to communities that will be undergoing a streetscape construction project.

Targeted Technical Assistance:

- Event Calendar Assessment
Review of your organization's calendar of events and/or an in-community planning meeting to discuss existing activities and ensure new promotions are timed properly and include a mix of activities.
- Event Evaluation
A planning meeting and/or review action plans, marketing plans, budget, demographics, sponsorship solicitation efforts and collateral materials for your event to make suggestions for improvement.
- Promotion Committee Planning Retreat
A facilitated three-hour onsite retreat to help the Promotion Committee create a carefully thought-out plan that is in line with the organization's long-term objectives.
- Tourism Assessment Visit
On a limited basis, MSI Promotion Specialist, MSI Business Specialist and representatives of the Iowa Tourism Office are available to work in-community for two days to assess your community's readiness for visitors.
- Event Shadowing
We will help make arrangements for you to "volunteer" in another community to experience their event first hand.



MAIN STREET IOWA DESIGN SERVICES

The Design Point services focus on enhancing the physical elements of downtown while capitalizing on the unique assets that set the district apart. Using preservation-based strategies, Main Street encourages building reuse through appropriate rehabilitation and maintenance and provides education to help communities protect and manage their historic resources.

One-on-one technical assistance:

MSI design specialists are available for one-on-one site visits with building and business owners to discuss potential building and site improvements.

Training: (Possible topics include but are not limited to...)

- Design Point-Focused Committee and Task Force Training
A 90-minute onsite training to review the roles and responsibilities of a Design Committee.
- Main Street Design Basics
This presentation gives an introductory overview of Main Street Design principles. Attendees will learn basic preservation, design, and maintenance recommendations for historic downtown buildings and public spaces through example images and “before and after” case studies.
- Signs and Awnings for Downtown
Well-designed signs and awnings highlight downtown businesses and enhance the look and feel of the district. This training looks at how to appropriately integrate signs and awnings with historic downtown architecture, design considerations, and examples of unique signage that will have business owners thinking outside of the box when it comes to new sign design.
- Simple Building Improvements for (Almost) No Money
Many property owners and tenants, especially in small towns, want to improve their buildings but simply can't afford to do an expensive total rehabilitation. This training shows how even small budget projects can have a big visual impact and create positive momentum for downtown revitalization efforts.
- Upper Floor Rehabilitation
This session looks at redevelopment opportunities for typical downtown buildings, including use options, design considerations, and common pitfalls. Inspiration images and case studies highlight Iowa communities ranging from 1,000 to 70,000 in population.
- Window Displays and Visual Merchandising
This presentation reviews the basic principles of design and applies them to window displays. Examples shown will engage and inspire downtown merchants – even those with unusual or hard to display product types.

Targeted Technical Assistance:

- Exterior Design Assistance
Conceptual renderings are available to show potential façade improvements and business signage/logo design. Recommendations are also available for compatible new construction/infill development.

(Design services continued on the next page)



- Upper-Story Design Assistance
Preliminary space planning and conceptual floor plans are available to assist with upper-story redevelopment.
- Commercial Space Evaluation and Recommendations
Consultation with individual business owners to improve store layout, visual merchandising, window displays, and signage.
- Public Space Recommendations
Conceptual plans and example images are provided for public space improvements, including green spaces, parking lots, and public art.
- Technical Information/Resources
Design and preservation-related resources are available to be sent electronically. Project-specific examples are also available by request.

CMS Activity Calendar – October 2018 to March 2019

- October 4 – Girls’ Night Out
- October 6 – assisted with the Pink Ribbon Run
- October 13 – Fall Family Fun Day
- October 20 – Purple Saturday
- October 27 – Halloweentown Downtown
- October 31—Halloween on Main
- November to December—Shop Local Downtown District Campaign
- November 8 to 10—Downtown Ingredients (*Holiday Shop Hop*)
- November 13 to 14 – Deck the Falls (decorate and set-up for the holidays)
- November 20 – Holiday Hoopla Window Contest (creates festive holiday atmosphere)
- November 23 to December 18 – Promoted public voting for Window Wonderland “People’s Choice” award
- November 23 – Holiday Hoopla Kick-Off Celebration and Santa’s arrival
- November 23 to December 21 – Santa 50613 (mailbox for Santa letters; handwritten replies for approximately 900 children who dropped letters in the mailbox; many additional letters didn’t have return address and we were unable to reply)
- November 23 to December 13 – Holiday Hoopla coloring contest
- November 24 – Small Business Saturday
- November 23 through December 25 - Magical Lights, Magical Nights nightly light show from 6 – 8pm
- November 29 – Reindeer Games –Reindeer Game themed family activities throughout downtown (*new*); Santa workshop open; Holly Trolley rides
- December 1 – Breakfast with Santa; Santa’s Workshop open
- December 6 - Jingle & Mingle (merchant open houses); Santa’s Workshop open; horse drawn Trolley Rides
- December 8 – Frosty 5K Fun Run/Walk; Santa’s Workshop open
- December 13 – Hoopla Cheer Contest; Ugly sweater contest, Santa’s Beard Contest; Santa’s Workshop open; Holly Trolley Rides
- December 15 – Movie Magic; Santa’s Workshop open
- December 20 – Baby, It’s Cold Outside Ice Carving Demonstration; downtown ice sculpture display; Santa’s Workshop open; Trolley Rides; Holley Trolley
- December 22 – Wrap It Up (merchant open houses)
- January 4 – “Un-decoration of the Falls”
- January 15—Volunteer Draft Day
- February 9 – Downtown Delights
- February 20—Volunteer Appreciation



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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319-273-8600
FAX 319-268-5126

INTEROFFICE MEMORANDUM

TO: Mayor Brown and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: April 30, 2019
SUBJECT: FY19 Report by College Hill Partnership

As you are aware, starting in FY09 we signed formal agreements with those outside agencies that receive funding from the City of Cedar Falls. As part of those agreements, these agencies were required to submit reports and documentation on how those funds were used.

Attached is the bi-annual report for FY19 filed by College Hill Partnership. The second ½ payment for their SSMID funding and the second ½ payment for their economic development grant are therefore listed on the council bills to be processed.

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



College Hill Partnership

2304 College Street
Po Box 974
Cedar Falls, Iowa 50613

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

2019-2019

Board of Directors

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

15 April 2018

Mayor Brown & Members of Cedar Falls City Council

220 Clay Street
Cedar Falls, IA 50613

RE: SSMID, Economic Development, Community Betterment Grant

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

In this report you will find the following information:

- Accomplishments of the last 6 Months
- List of Current Board of Directors
- Financial Statements
- 2019-2020 Budget

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

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

Sincerely,

Kamyar Enshayan, President

On behalf of the College
Hill Partnership Board Of
Directors

Kathryn Sogard, Executive Director

College Hill Partnership



Economic Development Fund/SSMID Community Development Fund EVALUATION FY19

Project Completion and Evaluation Form

To assist the Economic Development Review Board in evaluating the impact your organization/project had on contributing to or promoting economic development and the creation of quality employment opportunities in Cedar Falls, please complete the following (*use additional paper if necessary*):

Project Completion and Evaluation Form

Name of Organization: College Hill Partnership

Project Description:

- The College Hill Partnership received approval of our business district as a Self-Supported Municipal Improvement District.
- The objective of our SSMID is to help further our organization represent and advocate for the interests of the economic development, tourism, and quality of life in the College Hill area, as well as the performance of the administration, redevelopment, and revitalization of the district. Specifically to fund a paid position to further our mission of revival and promotion of the College Hill area.
- The College Hill Partnership received approval of an Economic Development Grant.

- The objective of the Economic Development grant is to further our mission to remain a leader in revitalization and promotion of the College Hill Overlay District. Funds for the specific grant were to supply monies to two business who had applied and been approved for Façade Grants. Funds will also provide the CHP with funds to allocate to new street banners along our business district.
- The College Hill Partnership received approval of Community Betterment Grant.
- The objective of the Community Betterment grant is to further our mission to remain a leader in revitalization and promotion of the College Hill Overlay District. Funds are being used to supply the CHP with monies to develop and implement new street banners the College Hill business district.

What is the mission of your organization?:

- College Hill Partnership (CHP) is a non-profit organization that serves as the leader in the revitalization and promotion of the College Hill area, an urban neighborhood community. The scope of its mission includes promoting healthy neighborhood businesses and housing enhancement, strengthening collaboration and pride; developing public/private partnerships; and serving as an advocate for addressing area concerns.

Grant Amount: SSMID \$25,000.00+ Economic Development Grant \$4,000.00 Community Betterment Grant \$1,000

Address of Organization or person completing this application:

Street: P.O. Box 974

City: Cedar Falls

State: Iowa **Zip:** 50613

Phone: 319-273-6228

Email: collegehillpartnership@gmail.com

1. Do you consider your organization/project a success October 2018 through April 2019? Why?

- Our organization has made advancements over the last six months. The CHP focused its efforts in the previous six months, on creating programming that supports our mission supporting economic development. The Partnership has also facilitated several forums for stakeholders within the College Hill overlay district to voice concerns and questions for many upcoming developments within the area.
- We have been able to provide the façade funding to two of the businesses, which had already been approved before the federal funding was no longer available.
- The CHP has been able to supply a consistent face of the partnership through a newly promoted Executive Director, without SSMID funding the CHP would have been solely running on donated hours, as UNI cut funding for the long-standing student coordinator position.
- We are in the final stages of approval and development for our banners and are hopeful to have them installed by the end of Summer 2019.
- We are encouraged by the four new businesses that have located to the Hill and opened their doors and are looking forward to seeing the opening of two new companies by the end of Summer.

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

The College Hill Partnership use of SSMID funding aligns with the efforts of the city in several ways:

- We have seen an increase in investment in our district resulting in steady job growth including newly opened Icon Donuts, Price Check Kicks, and The Finishing Touch Tattoo and Barbershop.
- The College Hill Partnership is unique with its connection to not only the business district but to the University (through a Staff Liaison, and Student Board member). By funding the CHP a multifaceted organization, with a diverse demographic the City of Cedar Falls is ensuring that customers are connected to businesses, and vice-versa. Through this connection, businesses can supply offerings that are in demand. A study supported by the CHP several years ago helped neighbors voice their support for a coffee shop on the Hill, and because of this study the College Hill Business District was able to gain Sidecar Coffee, now a staple of the Hill. We have made additional efforts to study desires of not only the patrons of College Hill but also the nearby residents. We have partnered with a group of university students to promote a survey determining the desired offerings the Partnership could offer in Seerley Park. This group of students is using some base data collected by our Neighborhood Services Committee and have created and revised a survey to include students at UNI. This partnership is vital to ensuring a large sample is taken from a broad spectrum of users. We hope to use their data collected to create a plan to improve the Seerley Park. We have utilized Seerley Park for many of our events to promote community on College Hill. Over the past six months, we have also partnered with another group from UNI. This group is made up of UNI Presidential Scholars who are working to implement a Sexual Assault Prevention Bystander Training Program in the Cedar Valley. They chose College Hill to test out their curriculum with the hopes they will be able to implement the program in other popular nightlife areas in the Cedar Valley. According to BJS.gov, the Midwest region has the highest rate of sexual assaults in the nation. Many attacks happen when alcohol is involved. Having a program offered on College Hill is a benefit not only to businesses, but to the patrons, and the overall safety of our larger community. Programs such as these support economic development and help to ensure successful business on the Hill.
- These outcomes and efforts show that the economic environment in the College Hill and City of Cedar Falls is a positive one that encourages businesses to locate and expand here.

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

The nature of the College Hill is an ever-changing and developing area that requires that our organization continually focus on renewal and community engagement to progress our district. The funding helps the College Hill Partnership provide numerous services promoting economic development and quality employment opportunities. This past year the College Hill Partnership has been able to maintain a part-time Executive Direct. This funding has helped us further our mission, and create consistency on our board and in each of our committees. Our services fall into four key areas.

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

4. Please provide a summary of activities complete from April 2018 through October 2018 by your organization/project.

The College Hill Partnership has many services aimed at promoting economic development. Through the receipt of funds, we were able to undertake many new projects during the year. Summarization of our organization's activities are as follows:

Encouraging cooperative business strategies. We have an understanding of the challenge the College Hill area faces, and we work together with merchants, residents, landlords, the University of Northern Iowa, and the City of Cedar Falls to make physical improvements and to facilitate growth through better communication and connecting relevant parties. We have helped business growth through assisting with the establishment of a College Hill TIF District, a College Hill Urban Revitalization Program (CHURP), and participation in the Façade Grant Program, which we hope to help support through other funding as the old structure of this grant is no only available. The CHP staff has developed a local business survey to be completed in the upcoming months to provide more statistics of the neighborhood businesses. In addition to this survey, we have been working on compiling information about residents within our district with the help of the President's office at the University of Northern Iowa to help us communicate more efficiently with our entire constituency. This sort of data helps to inform our business decisions and support the local business environment. As mentioned before several businesses are opening on the Hill this spring, and we hope that more will follow. Consistent efforts and meetings with the local shops and an active Executive Director have helped us improve our communication with the overall business district. We have been able to conduct and facilitate several public forums that have addressed specific challenges that College Hill Businesses face including, safety and aesthetic care.

Improving the physical appearance of College Hill. One of CHP's charges is to create an inviting environment where people want to live, work, and visit. The College Hill district is a significant gateway to Cedar Falls and UNI, sometimes being one of the first impressions the local area shows to visitors, future students and their parents. To that end, the CHP has overseen the maintenance of flower beds in Pettersen Plaza and along College and 23rd Streets. In the past six months, the College Hill Partnership has worked with the Black Hawk County Master Gardeners to aid our organization in the beatification of the area. Their volunteers have continued to donate countless hours to help put the plant beds to bed for the winter season. The College Hill Partnership, BHCo Master Gardeners, and Friends of Pettersen Plaza have also spent almost 100 hours working on providing an aesthetically pleasing, event-friendly space at the bottom of the Hill that reflects the Namesake of the Plaza, Hugh Pettersen. Without the support of the Parks and Rec Commission and the City Council, we would not be on our way to finalizing a plan for the small plaza at the bottom of the Hill. We are looking forward to implementing our spring program of beautification and welcoming our newest team member to help us care for the atheistic needs of the Hill. This effort has resulted in a beautiful aesthetically pleasing area drawing the attention of the local community. Many of the board members can also be found spending some of their free time picking up trash and debris that can be left behind in mainly used areas like the College Hill neighborhood. Part of our Partnership with UNI NOW and Community Main Street for Welcome Week was a trash clean-up service project opportunity for UNI Students to help clean up the Hill. Over 75 people were on the Hill for just over an hour picking up trash and recyclables. We have already begun the planning for this year's events and look forward to having new UNI students help us care for their and our neighborhood. The College Hill Partnership wants to also thank the City of Cedar Falls for the lengthy discussions about trash collection in the College Hill Business District and the Downtown District. We appreciate that the City wants to care for our districts and understand funding for that care can be costly. Especially for our organization, we want to thank the City Staff, and City Council Members for realizing requiring our organization to take on additional expenses would need us to shift our focus away from economic development activities. The financial support and human resources to care for trash and the College Hill

Partnership much appreciates other unexpected repairs or maintenance, and the entire overlay. We also brought all of the College Hill businesses together in a window painting contest for the holidays encouraging businesses to show their holiday spirit and decorate their windows from everything from the Grinch to UNI Squirrels, and even including other winter holidays besides Christmas. We were fortunate enough to partner with the NISG from UNI on judging this event furthering our collaboration with our neighbor UNI. With our unique position so close to campus we believe it is our job to help encourage university students and community members to come together and work towards common goals. With the support of the CHP, we had more business than student groups who wanted to be involved in this collaborative tradition.

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

Usage of Community Betterment Fund Monies. The CHP was awarded \$1,000 through the Community Betterment Fund. The monies are being utilized to improve our district by implementing new banner signage for our Business District. We are finalizing the design and hope to have the new street banners up by the end of Summer.

Promoting College Hill. Through regular face-to-face meetings, frequent email communication, a booth at the annual College Hill Arts Festival, our website (www.collegehillpartnership.org), our Facebook Page (1633, a 3.6% increase in the last 6 months), twitter account (2212, a 12.3% increase over the previous 6 months), and newly added Instagram account (1142, a 86.3% increase in the last 6 months) we help keep all of our members and interested groups connected and up-to-date with what's happening on College Hill, and how we can assist in its improvement. We have also added in the last six months a LinkedIn, Snapchat, and Pinterest accounts, all growing in popularity and reach. We have also connected with members via email and google groups in efforts to ensure we are communicating the CHP's activities. This year we were excited to add a blog hosted on the CHP website that has had several guest bloggers from our community writing about all things College Hill. One of our most viewed blogs is an article about the history of the trees along Seerley Blvd. Because of the nature of the College Hill Partnership, there are many exciting dimensions we can highlight, and many stakeholders stories to tell and the Partnership felt a great way to showcase our diverse community was to increase our social reach through an online publication. This blog is an opportunity also to showcase issues important to our community such as upcoming events, public service announcements, and other communication the City or our other stakeholders would like to pass along.

Sponsoring and Fostering Cultural Events. Since 2008, the CHP has sponsored many events that have become traditions. The CHP Annual Meeting (April), and the annual neighborhood picnic (August). The CHP also helped establish the College Hill Farmers Market, 22nd and College, co-sponsored with UNI's CEEE (weekly, Thursdays, June- Oct). This year we have supported hosting the farmers market on College Street to encourage more vendors and customers to participate. These events helped to spur other activities, including Pear Fair – Mohair Pear (October, began 2011); the College Hill Music Festival (May; began 2013), and the College Hill Criterium Bicycle Race (April, began in 2013). Additionally, this year we hosted the 3rd Annual Oktoberfest event, which helped support and increase business activity and showcases what the College Hill area has to offer. We were honored to work side by side with the University of Northern Iowa and Community Main Street to create an excellent Fall

Kickoff for New UNI students to introduce them to both of our districts. The College Hill Partnership has noted that our most successful events are when we can get additional community organizations involved to be able to cross promote, encourage community, and shoulder the burden of the cost. Events such as these are an essential way to appeal not only to the neighborhood residents but also include the large college demographic which brings a significant amount of revenue to the College Hill and the City of Cedar Falls. Our events committee volunteers spent countless hours over the summer and Fall to make these events unique and successful. All activities mentioned above increase the vitality of College Hill, drive interest in spending time on the Hill, and aid economic development, within our local district and the City of Cedar Falls.

5. Do you have suggestions for improvement of this grant process?

- Our organization does not have any suggestions for improvement. We are very fortunate for the help and guidance that the city consistently provides to us as we grow and work to make the Hill a great place.

6. The Economic Development Fund Evaluation Reports (Bi-Annual) for the Fiscal Year 2016 must be submitted by October 15, 2017, and April 15, 2018, to:

**Cedar Falls Economic Development Review Board
c/o Director of Community Development
220 Clay Street
Cedar Falls, IA 50613**

Supporting Documents

**College Hill Partnership
2018-2019
Board of Directors**

Resident: Chris Martin (2018-2020) - chris.martin@cfu.net
Secretary - Resident: Becky Hawbaker (2018-2020) - becky.hawbaker@uni.edu
Landlord: Dave Deibler (2018-2020) - Octopuscollegehill@gmail.com
Landlord: Chris Wernimont (2017-2019) - cjwernimont@gmail.com
Business: Andrea Geary (2017-2019) - andrea@milkboxbakery.com
Business: Barb Schilf (2018-2020) - barb.mohairpear@gmail.com
President - At Large: Kamyar Enshayan (2017-2019) - kenshayan@gmail.com
Treasurer - At Large: Doug Johnson (2017-2019) - djohnson@panthersupply.com
At Large: Alex Funke (2017-2019) - chadspizzacf@gmail.com
Replaced by: Brent Dahlstrom (2019) - brentdahlstrom@gmail.com
At Large: Andy Fuchtman (2017-2019) - fuchtman@gmail.com
At Large (Student): Drew Stensland (2019-2020) - stenscca@uni.edu

Non-Voting Board Members

Past President: Andy Fuchtman - fuchtman@gmail.com
UNI Liaison: Andrew Morse – Andrew.morse@uni.edu
City of Cedar Falls Liaison: Mike Hayes - mike.hayes@cedarfalls.com
City of Cedar Falls Liaison: Karen Howard – Karen.howard@cedarfalls.com
Master Gardner: Vaughn Griffith – vjgriff@forbin.net
College Hill Arts Festival Liaison: Mary-Sue Bartlett - mary-suebartlett@cfu.net
Cedar Valley Alliance Liaison: Cary Darrah - carydarrah@cfu.net
Community Main Street Liaison: Carol Lilly - cmsdirector@cfu.net
Executive Director: Kathryn Sogard - collegehillpartnership@gmail.com
City Council Representative: Tom Blanford - Tom.Blanford@cedarfalls.com

College Hill Partnership 2018-19 Financial Statement

Income	Budget	July	August	September	October	November	December	January	February	March	Remaining Budget	Total
Memberships/Donations	\$ 800.00	\$ 25.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 119.85	\$ 363.98	\$ 408.11	\$ (116.94)	\$ 916.94
SSMID	\$ 28,000.00	\$ -	\$ -	\$ -	\$ 10,574.43	\$ 1,440.00	\$ -	\$ -	\$ -	\$ -	\$ 15,985.57	\$ 12,014.43
Economic Development Grant: City of Cedar Falls	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 2,500.00
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tree Fund	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00
Other	\$ -	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (300.00)	\$ 300.00
Pettersen Plaza	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ -	\$ 250.00
Total Income	\$ 34,800.00	\$ 2,025.00	\$ -	\$ -	\$ 10,874.43	\$ 3,940.00	\$ -	\$ 119.85	\$ 613.98	\$ 408.11	\$ 17,068.63	\$ 17,981.37
Expenses												
Advertising/Donations	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140.00	\$ -	\$ 13.73	\$ -	\$ 846.27	\$ 150.00
Insurance	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -
General Office Expenses	\$ 1,000.00	\$ 479.05	\$ 40.00	\$ 40.00	\$ 84.33	\$ 85.39	\$ 87.06	\$ 112.76	\$ 1,239.31	\$ 82.80	\$ (1,250.70)	\$ 2,250.70
Salaries (Including Taxes)	\$ 23,000.00	\$ 661.99	\$ 1,176.64	\$ 2,097.52	\$ 1,419.48	\$ 656.77	\$ 3,401.93	\$ 1,770.58	\$ 1,338.97	\$ 588.09	\$ 9,888.03	\$ 13,111.97
Hill Cleaning Service	\$ 4,000.00	\$ 350.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,810.00	\$ 1,190.00
Facade Improvement Program	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00
Business Improvemnet Committee	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -
Organization Development Committee	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ -
Neighborhood Services Committee	\$ 1,000.00	\$ 22.00	\$ 200.73	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 777.27	\$ 222.73
Beautification Committee	\$ 1,000.00	\$ -	\$ -	\$ 244.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 755.95	\$ 244.05
Marketing/Promotions Committee	\$ 2,000.00	\$ -	\$ 637.31	\$ 2,602.61	\$ (534.00)	\$ 70.99	\$ 214.98	\$ -	\$ -	\$ 110.00	\$ (1,101.89)	\$ 3,101.89
Farmer Market	\$ 700.00	\$ -	\$ 229.81	\$ -	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 320.19	\$ 379.81
Tree Fund	\$ 2,000.00	\$ -	\$ -	\$ 220.00	\$ 154.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,625.90	\$ 374.10
Total Expenses	\$ 42,200.00	\$ 1,513.04	\$ 4,564.49	\$ 5,484.18	\$ 1,399.81	\$ 813.15	\$ 3,843.97	\$ 1,883.34	\$ 2,592.01	\$ 780.89	\$ 17,545.12	\$ 22,874.88
Balance (Income vs. Expenses)	\$ (7,400.00)	\$ 511.96	\$ (4,564.49)	\$ (5,484.18)	\$ 9,474.62	\$ 3,126.85	\$ (3,843.97)	\$ (1,763.49)	\$ (1,978.03)	\$ (372.78)	\$ (476.49)	\$ (4,893.51)
Check Accounts Ending Balance	\$ 52,417.97	\$ 49,178.88	\$ 39,786.95	\$ 35,009.44	\$ 44,650.38	\$ 46,983.80	\$ 43,754.13	\$ 41,556.16	\$ 40,495.32			
Date of Balance	7/1/2017	8/13/2018	9/11/2018	10/9/2018	11/13/2018	12/10/2018	1/10/2019	2/7/2019	3/6/2019			





DEPARTMENT OF COMMUNITY DEVELOPMENT

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

*Administration Division ♦ Planning & Community Services Division
Phone: 319-273-8600 Fax: 319-273-8610*

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

*Water Reclamation Division
Phone: 319-273-8633 Fax: 319-268-5566*

TO: Honorable Mayor James P. Brown and City Council
FROM: Terra Ray, Engineer Tech II
DATE: May 1, 2019
SUBJECT: W. 1st Street Reconstruction Project – Appraisalment of Damages
Project # RC-000-3118
State Project # STP-57-2(28)-2C-07

The City of Cedar Falls is working with the Iowa Department of Transportation on the reconstruction to W. 1st Street from Hudson Road to the Center/Franklin Street intersection. The project is in the final design phase, acquisitions of the necessary right of way needs are underway to meet the DOT and City's funding years for construction. The utilities and other infrastructure work will be started early next year. The road construction will take place in 2019-2020. This project includes a total reconstruction of the roadway from a four lane to a five lane facility. The project identifies the need for total acquisitions from three (3) properties and partial acquisitions from 68 properties.

Attached are the Notice of Appraisalment of Damages reports for Parcel 5, 53 & 70. Please receive and file for our records.

Parcel #	Owner	Address
5	Purdy Properties	1421 W. 1 st Street
53	Sanders	816 W. 1 st Street
70	Arcuri	1304 W. 1 st Street

xc: Stephanie Sheetz, Director
Chase Schrage, Principal Engineer
David Sturch, Planner III

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT

BY THE CITY OF CEDAR FALLS, IOWA
(PARCEL 5)

APPLICANT

**REPORT OF COMPENSATION
COMMISSIONERS**

Case No. 527

We, the undersigned, being the duly appointed and qualified Compensation Commission appointed in the above-entitled matter, met on this date: February 26, 2019 and assessed and appraised the damages sustained as a result of the condemnation of the following described necessary property interest real estate for the purposes of the West 1st Street Reconstruction Project, located in Black Hawk County, Iowa, to-wit:

The Fee simple title granted is to land described as follows:

A part of Lot 5 of, Block 7, O. E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Beginning at the Southeast corner of said Lot 5, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence South 89°21'22" West along the South line of said Lot 5, a distance of 65.99 to the Southwest corner of said Lot 5; thence North 00°47'19" West along the West line of said Lot 5, a distance of 23.95 feet; thence Southerly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.37 feet and whose chord bears South 45°42'59" East, 28.25 feet; thence North 89°21'22" East, 46.04 feet to the East line of said Lot 5; thence South 00°46'54" East along said East Line, 4.00 feet to the point of beginning and containing 0.01 AC. (349 S.F.)

Property subject to any and all easements of record; and

The temporary easement described as follows:

A part of Lot 5 of, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black

Hawk County, Iowa and described as follows:

Commencing at the Southeast corner of said Lot 5, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 0°46'54" West along the East line of said Lot 5, a distance of 4.00 feet to the point of beginning; thence South 89°21'22" West, 46.04 feet; thence Westerly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.37 feet and whose chord bears North 45°42'59" West, 28.25 feet to the West line of said Lot 5; thence North 00°47'19" West along said West line, 14.59 feet; thence South 90°00'00" East, 9.74 feet; thence South 00°48'43" East, 12.93 feet; thence North 89°21'22" East, 56.25 feet to said East line; thence South 00°46'54" East along said East line, 21.50 feet to the point of beginning and containing 0.03 AC. (1,460 S.F.) property subject to any and all easements of record.

Property subject to any and all easements of record.

The necessary property interest sought to be acquired for the project is legally described as follows:

The Fee simple title granted is to land described as follows:

A part of Lot 5 of, Block 7, O. E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Beginning at the Southeast corner of said Lot 5, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence South 89°21'22" West along the South line of said Lot 5, a distance of 65.99 to the Southwest corner of said Lot 5; thence North 00°47'19" West along the West line of said Lot 5, a distance of 23.95 feet; thence Southerly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.37 feet and whose chord bears South 45°42'59" East, 28.25 feet; thence North 89°21'22" East, 46.04 feet to the East line of said Lot 5; thence South 00°46'54" East along said East Line, 4.00 feet to the point of beginning and containing 0.01 AC. (349 S.F.)

Property subject to any and all easements of record; and

The temporary easement described as follows:

A part of Lot 5 of, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black

Hawk County, Iowa and described as follows:

Commencing at the Southeast corner of said Lot 5, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 0°46'54" West along the East line of said Lot 5, a distance of 4.00 feet to the point of beginning; thence South 89°21'22" West, 46.04 feet; thence Westerly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.37 feet and whose chord bears North 45°42'59" West, 28.25 feet to the West line of said Lot 5; thence North 00°47'19" West along said West line, 14.59 feet; thence South 90°00'00" East, 9.74 feet; thence South 00°48'43" East, 12.93 feet; thence North 89°21'22" East, 56.25 feet to said East line; thence South 00°46'54" East along said East line, 21.50 feet to the point of beginning and containing 0.03 AC. (1,460 S.F.) property subject to any and all easements of record.

Property subject to any and all easements of record.

(the "necessary property interest");

Damages for Purdy Properties, LC

\$13,500⁰⁰

Damages for Twisted Fat Tattoo

\$ — 0 —

Damages for All Smiles Family Dentistry

\$ — 0 —

Damages for Black Hawk County, Iowa

\$ — 0 —


The Commission also finds Purdy Properties, LC (is)/(is not) entitled to attorney fees in the sum of \$ 2600⁰⁰. *\$2400⁰⁰ ATTY FEE 7200⁰⁰ APPRAISOR*

The Commission also finds Twisted Fat Tattoo (is)/(is not) entitled to attorney fees in the sum of \$ — 0 —.

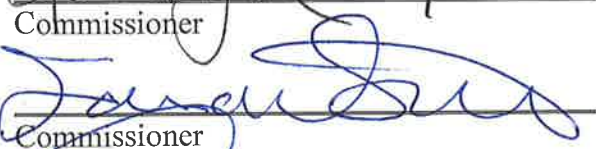
The Commission also finds All Smiles Family Dentistry (is)/(is not) entitled to attorney fees in the sum of \$ — 0 —.

The Commission also finds Black Hawk County, Iowa (is)/(is not) entitled to attorney fees in the sum of \$ — 0 —.

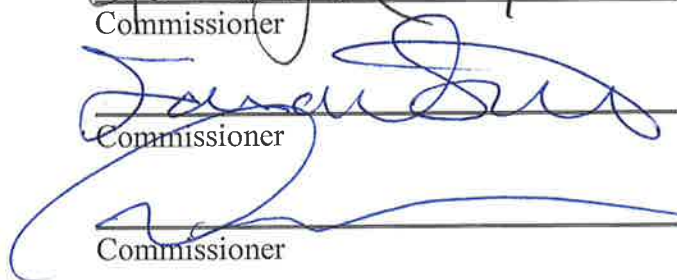
Dated this date: 2/26/2019.


Commissioner


Commissioner


Commissioner


Commissioner


Commissioner


Commissioner

*Any dissenting commissioner must sign and file a written report with the Sheriff at the time this report is filed.

Mailed by ordinary mail to:

Purdy Properties, LC
1421 W. 1st St
Cedar Falls, IA 50613


Twisted Fat Tattoo
Trevor Deutsch
1421 W. 1st Street
Cedar Falls, IA 50613

All Smiles Family Dentistry
Jennifer Stevenson
1421 W. 1st Street
Cedar Falls, IA 50613

Black Hawk County, Iowa
Attention: County Auditor
Courthouse
316 East 5th Street
Waterloo, Iowa 50703

With a copy to:

Maria Brownell
100 Court Ave.
Suite 600
Des Moines, IA 50319
Attorney for Applicant
City of Cedar Falls, Iowa

on this date: Feb 26 2019


Sheriff of Black Hawk County, Iowa RF

1556336

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT

BY THE CITY OF CEDAR FALLS, IOWA,
(PARCEL 5)

APPLICANT

**NOTICE OF APPRAISEMENT
OF DAMAGES AND TIME FOR
APPEAL**

Case No. 527

TO: Purdy Properties, LC
c/o Kent Purdy, Registered Agent
2711 Center Street
Cedar Falls, IA 50613

Twisted Fat Tattoo
Trevor Deutsch
1421 W. 1st Street
Cedar Falls, IA 50613

All Smiles Family Dentistry
Jennifer Stevenson
1421 W. 1st Street, Suite B
Cedar Falls, IA 50613

Black Hawk County, Iowa
Attention: County Auditor
Courthouse
316 East 5th Street
Waterloo, Iowa 50703

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the duly appointed and qualified Compensation Commissioners appointed in the above-entitled matter, met on February 26, 2019, and assessed and appraised the damages sustained by each of you as a result of the condemnation of a fee simple and temporary easement in real property for the West 1st Street Reconstruction Project, said real property located in Black Hawk County, Iowa, described as follows:

The Fee simple title granted is to land described as follows:

A part of Lot 5 of, Block 7, O. E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black

Hawk County, Iowa and described as follows:

Beginning at the Southeast corner of said Lot 5, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence South 89°21'22" West along the South line of said Lot 5, a distance of 65.99 to the Southwest corner of said Lot 5; thence North 00°47'19" West along the West line of said Lot 5, a distance of 23.95 feet; thence Southerly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.37 feet and whose chord bears South 45°42'59" East, 28.25 feet; thence North 89°21'22" East, 46.04 feet to the East line of said Lot 5; thence South 00°46'54" East along said East Line, 4.00 feet to the point of beginning and containing 0.01 AC. (349 S.F.)

Property subject to any and all easements of record; and

The Temporary easement described as follows:

A part of Lot 5 of, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Southeast corner of said Lot 5, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 0°46'54" West along the East line of said Lot 5, a distance of 4.00 feet to the point of beginning; thence South 89°21'22" West, 46.04 feet; thence Westerly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.37 feet and whose chord bears North 45°42'59" West, 28.25 feet to the West line of said Lot 5; thence North 00°47'19" West along said West line, 14.59 feet; thence South 90°00'00" East, 9.74 feet; thence South 00°48'43" East, 12.93 feet; thence North 89°21'22" East, 56.25 feet to said East line; thence South 00°46'54" East along said East line, 21.50 feet to the point of beginning and containing 0.03 AC. (1,460 S.F.) property subject to any and all easements of record.

Property subject to any and all easements of record.

The necessary property interest sought to be acquired for the project is legally described as follows:

The Fee simple title granted is to land described as follows:

A part of Lot 5 of, Block 7, O. E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Beginning at the Southeast corner of said Lot 5, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence South 89°21'22" West along the South line of said Lot 5, a distance of 65.99 to the Southwest corner of said Lot 5; thence North 00°47'19" West along the West line of said Lot 5, a distance of 23.95 feet; thence Southerly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.37 feet and whose chord bears South 45°42'59" East, 28.25 feet; thence North 89°21'22" East, 46.04 feet to the East line of said Lot 5; thence South 00°46'54" East along said East Line, 4.00 feet to the point of beginning and containing 0.01 AC. (349 S.F.)

Property subject to any and all easements of record; and

The Temporary easement described as follows:

A part of Lot 5 of, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Southeast corner of said Lot 5, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 0°46'54" West along the East line of said Lot 5, a distance of 4.00 feet to the point of beginning; thence South 89°21'22" West, 46.04 feet; thence Westerly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.37 feet and whose chord bears North 45°42'59" West, 28.25 feet to the West line of said Lot 5; thence North 00°47'19" West along said West line, 14.59 feet; thence South 90°00'00" East, 9.74 feet; thence South 00°48'43" East, 12.93 feet; thence North 89°21'22" East, 56.25 feet to said East line; thence South 00°46'54" East along said East line, 21.50 feet to the point of beginning and containing 0.03 AC. (1,460 S.F.) property subject to any and all easements of record.

Property subject to any and all easements of record.

(the "necessary property interest");

Said Commission assessed said damages as follows:

Damages for Purdy Properties, LC

\$ 13,500⁰⁰

Damages for Twisted Fat Tattoo

\$ -0-

Damages for All Smiles Family Dentistry

\$ -0-

Damages for Black Hawk County, Iowa

\$ -0-

The Commission also finds Purdy Properties, LC (is)/(is not) entitled to attorney fees in the sum of \$ 2,600⁰⁰. (2,400 Atty and 200 Appraisal)

The Commission also finds Twisted Fat Tattoo (is)/(is not) entitled to attorney fees in the sum of \$ -0-.

The Commission also finds All Smiles Family Dentistry (is)/(is not) entitled to attorney fees in the sum of \$ -0-.

The Commission also finds Black Hawk County, Iowa (is)/(is not) entitled to attorney fees in the sum of \$ -0-.

YOU AND EACH OF YOU ARE HEREBY FURTHER NOTIFIED that you may appeal within thirty (30) days from the date of the mailing of this Notice to the District Court in and for the State of Iowa, as provided by law.

Dated this date: Feb 26, 2019.

I certify that the forgoing was sent by ordinary mail to the property owner(s) listed below on this date: Feb 26, 2019.

Purdy Properties, LC
1421 W. 1st St
Cedar Falls, IA 50613

Twisted Fat Tattoo
Trevor Deutsch
1421 W. 1st Street
Cedar Falls, IA 50613

All Smiles Family Dentistry
Jennifer Stevenson
1421 W. 1st Street
Cedar Falls, IA 50613

Black Hawk County, Iowa
Attention: County Auditor
Courthouse
316 East 5th Street
Waterloo, Iowa 50703

With a copy to:

Maria Brownell
100 Court Ave.
Suite 600
Des Moines, IA 50319
Attorney for Applicant
City of Cedar Falls, Iowa



Sheriff of Black Hawk County, Iowa

01556340

Comdemnation Hearing Case No. 527

February 26, 2019

1. Call to Order
2. Present: Commissioners: Reisinger, Stuber, Larson, Simonson, Norris,
Allbaugh ~~ERIC JOHANSON~~ ^{KEAT} ~~STEF SHORTE~~ ^{MARIE - AMY CF.} CF.
3. Reading of Notice - SGT-SWEAR IN DOUG
4. DELIBERATIONS - DISCUSSION John Heltermen
CLOSED SESSION
5. VOTE
6. OPEN SESSION & REPORT
7. SIGN REPORT
8. ADJOURN

PLEASE SIGN IN
CONDEMNATION HEARING #527
2/26/2019

Bob Reisinger - 310 W. Park Ln, Waco
Kathy Norris
Sterling Simonson
Mike Larson

John H. Hertzman 349th 3,150th Temp Easement

Date of Value - 2/26/19
OWNER

TENANT

- 1) John H. Hertzman went through
- 2) Doug HATTERY - APPRAISER

Temp
2yr Easement
Purchase Same Land

CURRENT VAL
New Value
+ DAMAGES

LANDROD

\$200 Winner APP

2400 ATT COSTS

\$2600

Notice / STUBB

Unenforced Note
to go TO EXECUTIVE

Agree @

349th

4466

Notice \$10,000

2546

\$13,510⁰⁰

5160

LARSON

WALL
LAND

\$160
3804

EASEMENT

~~\$16~~ 2546
\$13,510

LAND, WALL,
EASEMENT

Simonsen

Purdy #13,500 - UNANIMOUS VOTE
Tattoo — 0 —

ALL Smiles — 0 —

BH (4p) — 0 —

Commissioners

Bob Peterson, CHAIR

Don R. Albright

Kathy Harris

Stirling Simonson

Paul K. ...

James ...

VOTE

YES

YES

yes
yes

yes

yes

*City of Cedar Falls 220 Clay St Cedar Falls IA 50613

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT

BY THE CITY OF CEDAR FALLS, IOWA,
(PARCEL 5)

APPLICANT

AFFIDAVIT OF FINAL OFFER
(Hearing Date February 26, 2019)

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, Brian DePrez, after first being duly sworn on oath depose and say:

15.20
That I am the acquisition agent designated by the City of Cedar Falls, Iowa, to negotiate the purchase of property interests necessary for the City's West 1st Street Reconstruction Project; that as such official I am familiar with the negotiations in regard to these proceedings. Attached hereto as Exhibit A and by this reference made a part hereof is a copy of the final offer made for the acquisition of the described interests to Purdy Properties, LC, holders of fee title, being in the total amount of \$10,000.00 for the acquisition by the City of Cedar Falls, Iowa, of a fee simple and temporary easement, (the "necessary property interests") in the following described real estate located in Black Hawk County, Iowa, to-wit:

The Fee Simple title granted is to land described as follows:

A part of Lot 5 of, Block 7, O. E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Beginning at the Southeast corner of said Lot 5, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence South 89°21'22" West along the South line of said Lot

5, a distance of 65.99 to the Southwest corner of said Lot 5; thence North 00°47'19" West along the West line of said Lot 5, a distance of 23.95 feet; thence Southerly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.37 feet and whose chord bears South 45°42'59" East, 28.25 feet; thence North 89°21'22" East, 46.04 feet to the East line of said Lot 5; thence South 00°46'54" East along said East Line, 4.00 feet to the point of beginning and containing 0.01 AC. (349 S.F.)

Property subject to any and all easements of record; and

The Temporary easement described as follows:

A part of Lot 5 of, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Southeast corner of said Lot 5, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 0°46'54" West along the East line of said Lot 5, a distance of 4.00 feet to the point of beginning; thence South 89°21'22" West, 46.04 feet; thence Westerly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.37 feet and whose chord bears North 45°42'59" West, 28.25 feet to the West line of said Lot 5; thence North 00°47'19" West along said West line, 14.59 feet; thence South 90°00'00" East, 9.74 feet; thence South 00°48'43" East, 12.93 feet; thence North 89°21'22" East, 56.25 feet to said East line; thence South 00°46'54" East along said East line, 21.50 feet to the point of beginning and containing 0.03 AC. (1,460 S.F.) property subject to any and all easements of record.

Property subject to any and all easements of record.

(the "necessary property interest").

Nothing was offered to any other party who may have or claim an interest in the above-described real estate except as follows:

NONE.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct. This certification is made pursuant to Iowa Code § 622.1.


Dated this date: February 25, 2019.



ACQUISITION AGENT, CITY OF CEDAR
FALLS, IOWA

Subscribed and sworn to before me this 25th day of FEBRUARY, 2019.





Notary Public in and for the
State of Iowa

01567024-1\10283-162

COUNTY BLACK HAWK STATE CONTROL NO.
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 5
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 349 SF 0.01 AC, EASE AC EXCESS-FEE AC
ACCESS RIGHTS ACQUIRED - STA STA MAIN LINE SIDE
ACCESS RIGHTS ACQUIRED - STA STA SIDE ROAD SIDE
ACQUIRED FROM PURDY PROPERTIES, L.C.



-

SCALE $1" = 60'$

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 5

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 5 OF, BLOCK 7, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5, BLOCK 7, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA; THENCE SOUTH 89°21'22" WEST ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 65.99 TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE NORTH 00°47'19" WEST ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 23.95 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.37 FEET AND WHOSE CHORD BEARS SOUTH 45°42'59" EAST, 28.25 FEET; THENCE NORTH 89°21'22" EAST, 46.04 FEET TO THE EAST LINE OF SAID LOT 5; THENCE SOUTH 00°46'54" EAST ALONG SAID EAST LINE, 4.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (349 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 7 OF O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA ASSUMED TO BEAR NORTH 89°21'22" EAST.

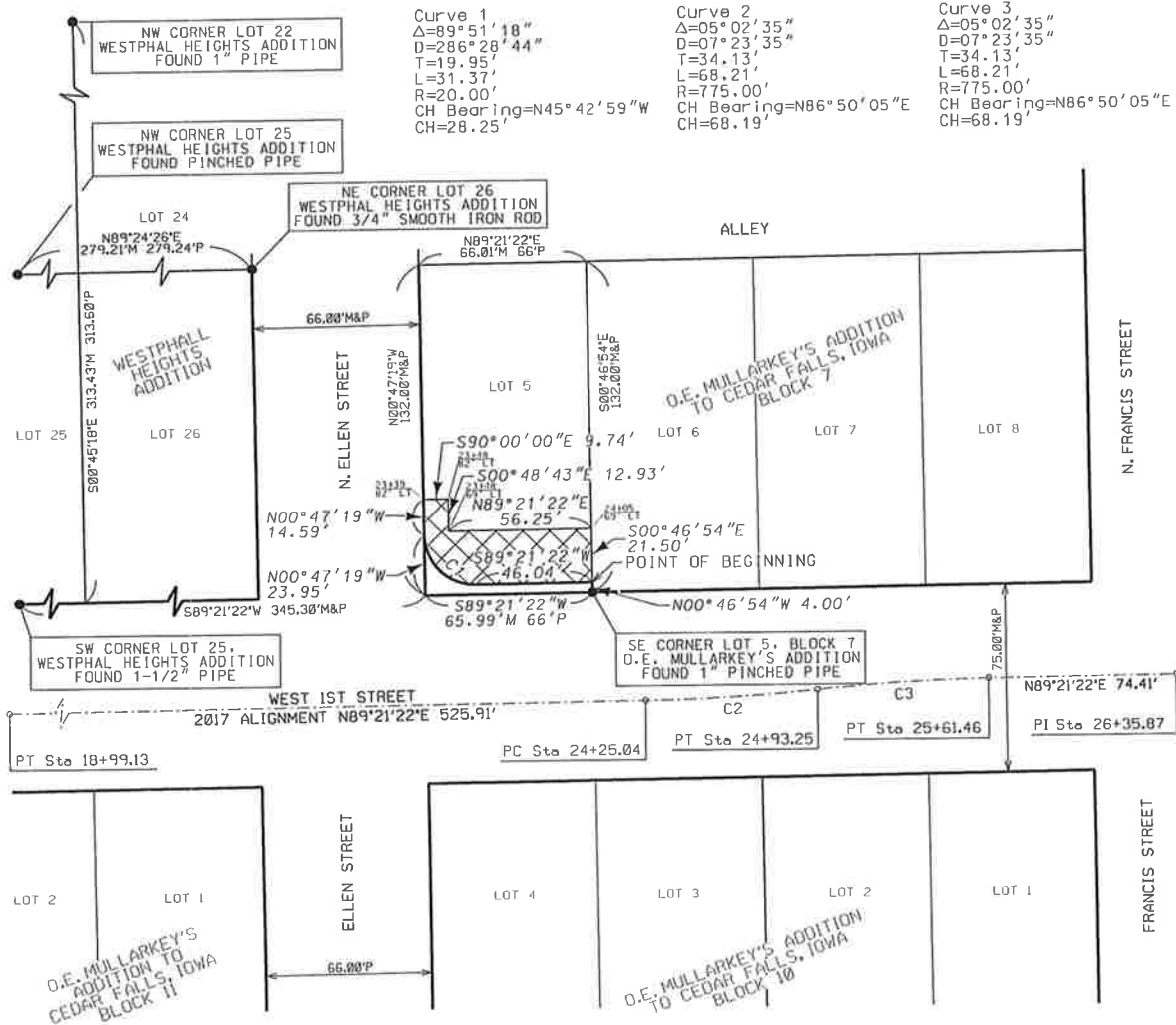
IOWA DEPARTMENT OF TRANSPORTATION

ACQUISITION PLAT

EXHIBIT "A"

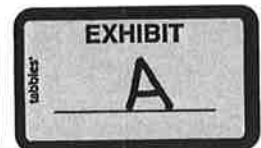
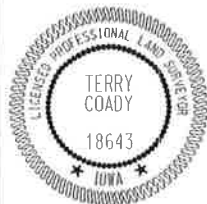
COUNTY BLACK HAWK STATE CONTROL NO.
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 5
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE AC, EASE 1,460 SF 0.03 AC EXCESS-FEE AC
 ACCESS RIGHTS ACQUIRED - STA STA MAIN LINE SIDE
 ACCESS RIGHTS ACQUIRED - STA STA SIDE ROAD SIDE
 ACQUIRED FROM PURDY PROPERTIES, L.C.

CITY OF CEDAR FALLS, IOWA

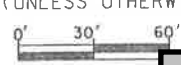


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady
 TERRY COADY DATE:
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal:
 EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED

DATE DRAWN NOVEMBER 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 5

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE TEMPORARY EASEMENT DESCRIBED AS FOLLOWS:

A PART OF LOT 5 OF, BLOCK 7, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5, BLOCK 7, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA; THENCE NORTH 0°46'54" WEST ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°21'22" WEST, 46.04 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.37 FEET AND WHOSE CHORD BEARS NORTH 45°42'59" WEST, 28.25 FEET TO THE WEST LINE OF SAID LOT 5; THENCE NORTH 00°47'19" WEST ALONG SAID WEST LINE, 14.59 FEET; THENCE SOUTH 90°00'00" EAST, 9.74 FEET; THENCE SOUTH 00°48'43" EAST, 12.93 FEET; THENCE NORTH 89°21'22" EAST, 56.25 FEET TO SAID EAST LINE; THENCE SOUTH 00°46'54" EAST ALONG SAID EAST LINE, 21.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 AC. (1,460 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 7 OF O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA ASSUMED TO BEAR NORTH 89°21'22" EAST.

**CERTIFICATE RE APPLICATION FOR APPOINTMENT
OF COMMISSIONERS AND ORDER OF CHIEF JUDGE**

Recorder's Cover Sheet

Preparer Information:

Maria E. Brownell
Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, IA 50309
(515) 243-7611

Taxpayer Information:

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

Return Document To:

Maria E. Brownell
Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, IA 50309

Grantor: NA

Grantee: NA

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

01540170-1\10283-162

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT
(PARCEL 5)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

**APPLICATION FOR
CONDEMNATION**

**TO: Kellyann M. Lekar, Chief Judge
First Judicial District**

YOU ARE HEREBY NOTIFIED that the City of Cedar Falls, hereafter "Applicant," a municipal corporation, desires to take, acquire and condemn a permanent easement (hereinafter, "the interest") in the property hereafter described, and together with any and all leasehold interests, easement interests and other legal or equitable interests therein, and together with all structures and appurtenances located upon the property sought to be condemned. The Applicant desires the rights specified in the property sought to be condemned for use for the West 1st Street Reconstruction Project (hereinafter, "the project").

1. PROPERTY AFFECTED; PROPERTY TO BE ACQUIRED; PUBLIC USE OR PURPOSE FOR THE TAKING.

The property in which the necessary property interest is sought to be acquired for the project is shown on the Acquisition Plat attached hereto as Exhibit A and by this reference made a part hereof. The necessary property interest will be used by the Applicant for the public purpose of reconstructing public right-of-way known as West 1st Street (hereinafter, the "public purpose").

The property address is 1421 W. 1st St., Cedar Falls and the necessary interest to be acquired

is described as follows:

The Fee simple title granted is to land described as follows:

A part of Lot 5 of, Block 7, O. E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Beginning at the Southeast corner of said Lot 5, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence South 89°21'22" West along the South line of said Lot 5, a distance of 65.99 to the Southwest corner of said Lot 5; thence North 00°47'19" West along the West line of said Lot 5, a distance of 23.95 feet; thence Southerly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.37 feet and whose chord bears South 45°42'59" East, 28.25 feet; thence North 89°21'22" East, 46.04 feet to the East line of said Lot 5; thence South 00°46'54" East along said East Line, 4.00 feet to the point of beginning and containing 0.01 AC. (349 S.F.)

Property subject to any and all easements of record; and

The Temporary easement described as follows:

A part of Lot 5 of, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Southeast corner of said Lot 5, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 0°46'54" West along the East line of said Lot 5, a distance of 4.00 feet to the point of beginning; thence South 89°21'22" West, 46.04 feet; thence Westerly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.37 feet and whose chord bears North 45°42'59" West, 28.25 feet to the West line of said Lot 5; thence North 00°47'19" West along said West line, 14.59 feet; thence South 90°00'00" East, 9.74 feet; thence South 00°48'43" East, 12.93 feet; thence North 89°21'22" East, 56.25 feet to said East line; thence South 00°46'54" East along said East line, 21.50 feet to the point of beginning and containing 0.03 AC. (1,460 S.F.) property subject to any and all easements of record.

Property subject to any and all easements of record.

(the "necessary property interest").

2. NAMES OF RECORD OWNERS AND HOLDERS OF LIENS AND ENCUMBRANCERS OF THE PROPERTY.

The names and addresses of all record owners and holders of liens and encumbrancers with respect the necessary property interest, as far as known, are as follows:

NAMES AND ADDRESSES OF PROPERTY OWNERS

Purdy Properties, LC
1421 W. 1st Street
Cedar Falls, IA 50613

NAMES AND ADDRESSES OF LIENHOLDERS, ENCUMBRANCERS AND LEASEHOLDERS

Twisted Fate Tattoos
Trevor Deutsch
1421 W. 1st Street
Cedar Falls, IA 50613
(tenant)

All Smiles Family Dentistry
Jennifer Stevenson
1421 W. 1st Street
Cedar Falls, IA 50613
(tenant)

Black Hawk County, Iowa
Attention: County Auditor
Courthouse
316 East 5th Street
Waterloo, Iowa 50703

3. PROPERTY NECESSARY TO ACHIEVE THE PUBLIC PURPOSE AND PROPERTY PROPOSED TO BE ACQUIRED FOR THE PROJECT.

The attached Acquisition Plat (Exhibit A) identifies the necessary property interest required by the Applicant for the public purpose associated with the project. The Applicant further asserts that the necessary property interest constitutes the necessary minimum amount of property to achieve the

public purpose, and that no portion of the property is being acquired as an uneconomic remnant.

4. GOOD FAITH EFFORTS MADE BY THE APPLICANT TO NEGOTIATE THE PURCHASE OF THE NECESSARY PROPERTY INTEREST.

The Applicant represents and warrants that, through its acquisition agent, it has undertaken to negotiate the purchase of the interest from the property owner in good faith.

Attached hereto as Exhibit B and by this reference made a part hereof is a narrative of the City's efforts to negotiate purchase in good faith with Purdy Properties, by and through its authorized acquisition agent, Snyder & Associates, Inc.

On February 5, 2018, the Applicant's City Council adopted a resolution authorizing acquisition.

NOW, THEREFORE, YOU ARE HEREBY REQUESTED to appoint a Compensation Commission to appraise the damages caused by this appropriation; said Commission to consist of six commissioners and six alternate commissioners who shall be residents of Black Hawk County, Iowa. The land sought to be taken is non-agricultural land.

YOU ARE FURTHER REQUESTED to give written notice to the undersigned representative of the Applicant as soon as the commissioners have been appointed.

Dated this 7th day of December, 2018.

CITY OF CEDAR FALLS, IOWA



Maria E. Brownell (AT0010240)

AHLERS & COONEY, P.C.

100 Court Avenue, Suite 600

Des Moines, Iowa 50309

515/243/7611

515/243/2149 (fax)

Email: mbrownell@ahlerslaw.com

**ATTORNEYS FOR CITY OF CEDAR
FALLS, IOWA**

APPROVED this 10th day of December,
20 18


Kellyann M. Lekar, Chief Judge of the
First Judicial District

01543857-1\10283-162



CONVERSATION RECORD

SNYDER & ASSOCIATES, INC.

2727 SW Snyder Blvd. / Ankeny, IA 50023 / 515-964-2020, FAX 515-964-7938

CITY OF CEDAR FALLS, IOWA

City of Cedar Falls – West 1st Street / Iowa 57 Reconstruction Project
117.0908.01

Parcel # 05

Owner: Purdy Properties, LC

Address: 1421 W. 1st Street, Cedar Falls, IA 50613

Phone # 319-240-8925

B - Shopping Center (Tenants)

Entrances

5/7/18 – CE to City

5/16/18–Mailed Acq. Packet

5/21/18 – emailed Kent Purdy to confirm the receiving of the offer packet and to let him know if would be in town on 5/29 and wanted to know if he wanted to meet.

5/24/18 – received email from Kent with questions and concerns about the retaining wall – location and maintenance responsibilities. Sent to John Haldeman for answers.

5/25/18 – Received diagram and information from John that I will provide to owner.

5/29/18 – Met with owner on site. He had great concerns over impact to parking and snow removal (added costs and where it could be moved). I stated that the design could be made to lower the curb by the sign and the snow could be moved there. Was also concerned about the impact on the tenants and may cause them to move out. We discussed the wall and the impact on the property. He was concerned about long term maintenance and the costs associated with having to replace it. I told him I would get diagrams or photos of the wall and railing. He also spoke for a while on his frustration with the city and getting the site approved.

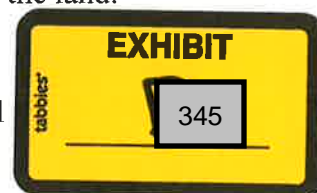
6/12/18 – sent photos to Kent with a concept of the wall and railing.

6/28/18 – Received a detailed email from Kent regarding his concerns on the impact to the property – namely 1. Reduced Parking Area. 2. Increase in costs of snow removal and wall/railing expense. 3. Temp Easement and clogging parking spots during project.

6/29/18 – emailed Kent thanking him for the email but really wanted to get a tangible counter to present back to the city.

7/17/18 – emailed Kent said I would be in town on the 20th.

7/20/18 – Kent emailed that before he would send a response, he wanted a “Before & After” appraisal. He felt there were long term damages that were not covered with the Compensation Estimate of just the land.



7/20/18 – I emailed Kent and stated that he could do a B&A Appraisal, but our discussion with the appraiser didn't justify it.

7/26/18 – discussed with the City about getting a Before & After appraisal completed. Parcels 4, 5A and 6 were getting one. City agreed. Ordered a B&A Appraisal thru Doug Hattery.

7/30/18 – notified Kent that an appraisal had been ordered.

8/2/18 – verified thru SUDAS that the existing parking lot with proposed modifications would be still in compliance.

8/2/18 – emailed Doug Hattery with SUDAS findings on impact to the property.

8/30/18 – emailed Doug on confirmation of maintenance of wall and location.

9/11/18 – Doug emailed that his findings confirmed there was no need a Before & After that a Value Finding Appraisal would suffice. I said I would check with the city.

Confirmed from the city to proceed with Before & After Appraisal.

9/19/18 – Received B&A Appraisal from Doug Hattery. Will forward to the City for approval.

9/20/18 – City approved \$10,000 appraised offer.

9/20/18 – Sent revised offer and appraisals to owner at location.

9/28/18 – confirmed to Kent that packet was sent to property.

9/28/18 – emailed to Kent revised offer, appraisal, conveyance and easement documents.

10/10/18 – emailed Kent requesting update.

10/10/18 – Kent emailed back that he heard from appraiser that there were revisions to the design and requested those drawings.

10/10/18 – informed Kent via email that nothing had changed and that the documents he picked up at All Smiles Family Dentistry had all diagrams and documents.

10/17/18 – received a call from Eric Johnson stating that Kent Purdy had requested him to represent him. Provided me his contact information. He requested language that would protect the Temp Easement area and that it would not be used for the entire project. I said I would get with the Project managers to have it addressed.

10/17/18 – provided language to the City and DOT for review.

10/24/18 – received confirmation from John Haldeman regarding approved TE language. Will send to attorney.

10/24/18 – provided language to attorney for TE.

10/29/18 – called and left message for Eric

10/30/18 – requested update from City on language.

11/2/18 – called and left message for Eric.

11/7/18 – received email from Eric that he had sent me a response that he had responded on 11/5. Stated that I did not receive it. Attorney said his client was not comfortable with the language provided and requested \$25,000.

11/7/18 – forwarded request to the city for review.

11/14/18 – requested new language from attorney that his client would accept to send to city for review. Stated he would not work on it until the \$25,000 was accepted.

11/15/18 – emailed Eric that the city was countering at \$11,000 and rejected to clients request for alley parking behind the building.

11/20/18 – sent Final Offer letter to attorney (and two tenants)

11/26/18 – spoke with attorney about offer (after he left a message). Discussed that the city was firm on it's offer. He told me that he told Kent Purdy that just because someone (realtor) that his property is worth something, doesn't make it so. Told his client that he would have to get an appraisal done justifying the price difference.

11/28/18 – preparing file for attorney for condemnation



ROW Agent - BRIAN DePREZ

11-28-18

Date

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET
RECONSTRUCTION PROJECT
(PARCEL 5)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

**ORDER SELECTING AND
APPOINTING COMPENSATION
COMMISSIONERS AND
ALTERNATE COMMISSIONERS
BY THE CHIEF JUDGE OF THE
FIRST JUDICIAL DISTRICT OF
IOWA**

An Application for Condemnation having been filed with me by the City of Cedar Falls, for the selection and appointment, by lot, of six suitable persons as by law provided to act as a Compensation Commission to assess and appraise the damages sustained by reason of the condemnation of certain specified rights in certain land described by Applicant in its Application filed in the above-entitled matter, I hereby DESIGNATE, SELECT and APPOINT as the members of said Compensation Commission required in this matter the following persons:

NAME	ADDRESS	QUALIFICATIONS
1. Bob Reisinger	310 Park Ln Waterloo IA 50701	LICENSED REAL ESTATE BROKER/SALESPERSON
2. Sandy Stuber	3731 Pheasant Ln Waterloo IA 50701	
1. Michael Larson	4020 Bankers Blvd Waterloo IA 50701	KNOWLEDGEABLE OF PROPERTY VALUES BY
2. Sterling Simonson	242 Tower Park Dr Waterloo IA 50701	VIRTUE OF OCCUPATION
1. Tom Westemeier	375 Sheridan Rd Waterloo IA 50701	NON-AGRICULTURAL PROPERTY
2. Kathy Norris	507 Gates St Laporte City IA 50651	

I further DESIGNATE, SELECT and APPOINT the above-named Bob Reisinger to act as Chairperson of said Commission and Sandy Stuber is appointed to act as Alternate Chairperson.

Pursuant to Section 6B.5 of the Code of Iowa, one of the above-named Compensation Commissioners shall be subject to challenge without cause by the Applicant and one of the above-named Compensation Commissioners shall be subject to challenge without cause by the party or parties representing the ownership interest of the property being condemned.

I further DESIGNATE, SELECT and APPOINT the following persons to serve as alternate members of said Compensation Commission, to serve in the event that any of the said members having the same qualifications are unable to serve for any reason or in the event any such members are stricken from the panel as by law provided.

NAME	ADDRESS	QUALIFICATIONS
1. Lori McNamee	3731 Pheasant Ln Waterloo IA 50701	LICENSED REAL ESTATE BROKER/SALESPERSON
2. Elke Gerdes	3321 Cedar Heights Dr Cedar Falls IA 50613	
3. Jim Moore	3116 Kimball Ave Waterloo IA 50702	
4. Bill Ramsey	2623 Falls Ave Waterloo IA 50701	
1. Neil Davis	805 Benton St LaPorte City 50651	KNOWLEDGEABLE OF PROPERTY VALUES BY VIRTUE OF OCCUPATION
2. Craig Holdiman	526 Midlothian Blvd Waterloo IA 50701	
3. Ryan Risetter	131 Tower Park Dr #100 Waterloo IA 50702	
4. Daryl Smith	306 N. Highland Dr Cedar Falls IA 50613	
1. David Allbaugh	1075 Prospect Blvd Waterloo IA 50701	NON-AGRICULTURAL PROPERTY
2. Ned Deberg	213 Belle St Waterloo IA 50702	
3. Vince McFadden	4657 S. Raymond Rd Waterloo IA 50701	

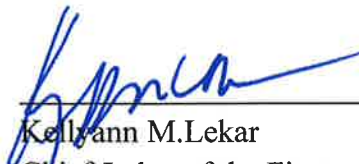
4. Annamae Weems 635 Independence Ave Waterloo IA 50703

I HEREBY ORDER that upon being informed of a vacancy in the compensation commission, the Sheriff of Black Hawk County, Iowa, shall notify Alternate Commissioners in the order above provided having the same qualifications as the person or persons unable to serve or stricken from the panel, such notification to be given to Alternate Commissioners in the same manner as the original Compensation Commissioners were notified. The Alternate Commissioner first notified who is available to serve as a Compensation Commissioners shall then serve in the place of the commissioner who was unable to serve or who was stricken from the panel. I further direct that the above-named Alternate Commissioners shall not be subject to challenge without cause.

I FURTHER HEREBY ORDER that the Commissioners and such Alternate Commissioners as are hereafter selected by the Sheriff due to the absence or removal of a Commissioner, shall appear at the time and place designated for the meeting of the Compensation Commission in the Notice of Meeting of Compensation Commission to Assess Damages for the Taking of Property, and that prior to said meeting, the above named Commissioners and Alternate Commissioners shall not communicate with the Applicant or the owner or tenant of the property being condemned regarding the condemnation proceedings.

TO THE SHERIFF OF BLACK HAWK COUNTY, IOWA: Attached hereto please find a duplicate of the Application for Condemnation in the above matter.

Dated at Waterloo, Iowa this 10th day of December, 2018.



Kellyann M. Lekar
Chief Judge of the First
Judicial District of Iowa


01544042-1\10283-162

appraisement on this date: February 26, 2018, at this time: 9:30 A.M., at the Office of the Sheriff of Black Hawk County, Iowa, 225 E. 6th St., Waterloo, Iowa 50703, and then at this time you will proceed to the site, at which time you shall view the premises and then proceed to appraise the said damages, after which you shall report the results of your appraisal to me.

Dated this date: Jan 23 2019.


Tony Thompson
Sheriff of Black Hawk County, Iowa

PLEASE SIGN THE NOTICE ON THE APPROPRIATE LINE TO THE RIGHT AND RETURN IT PROMPTLY TO THE SHERIFF OF BLACK HAWK COUNTY.


I CAN SERVE Bob Reisinger
ROBERT J. REISINGER
~~I CAN NOT SERVE~~

01556363

Parcel 5

appraisement on this date: February 26, 2018, at this time: 9:30 A.M., at the Office of the Sheriff of Black Hawk County, Iowa, 225 E. 6th St., Waterloo, Iowa 50703, and then at this time you will proceed to the site, at which time you shall view the premises and then proceed to appraise the said damages, after which you shall report the results of your appraisal to me.

Dated this date: Jan 23 2019.


Tony Thompson
Sheriff of Black Hawk County, Iowa

PLEASE SIGN THE NOTICE ON THE
APPROPRIATE LINE TO THE RIGHT AND
RETURN IT PROMPTLY TO THE SHERIFF
OF BLACK HAWK COUNTY.


I CAN SERVE Sandy Stuber

~~I CAN NOT SERVE~~

01556363

Parcel 5

appraisement on this date: February 26, 2018, at this time: 9:30 A.M., at the Office of the Sheriff of Black Hawk County, Iowa, 225 E. 6th St., Waterloo, Iowa 50703, and then at this time you will proceed to the site, at which time you shall view the premises and then proceed to appraise the said damages, after which you shall report the results of your appraisal to me.

Dated this date: Jan 23 2019.



Tony Thompson
Sheriff of Black Hawk County, Iowa

PLEASE SIGN THE NOTICE ON THE
APPROPRIATE LINE TO THE RIGHT AND
RETURN IT PROMPTLY TO THE SHERIFF
OF BLACK HAWK COUNTY.



I CAN SERVE Michael Larson

~~I CAN NOT SERVE~~

Parcel 5

01556363

appraisement on this date: February 26, 2018, at this time: 9:30 A.M., at the Office of the Sheriff of Black Hawk County, Iowa, 225 E. 6th St., Waterloo, Iowa 50703, and then at this time you will proceed to the site, at which time you shall view the premises and then proceed to appraise the said damages, after which you shall report the results of your appraisal to me.

Dated this date: Jan 23 2019



Tony Thompson
Sheriff of Black Hawk County, Iowa

PLEASE SIGN THE NOTICE ON THE
APPROPRIATE LINE TO THE RIGHT AND
RETURN IT PROMPTLY TO THE SHERIFF
OF BLACK HAWK COUNTY.



I CAN SERVE Sterling Simonson

~~I CAN NOT SERVE~~

01556363

Parcel S

appraisement on this date: February 26, 2018, at this time: 9:30 A.M., at the Office of the Sheriff of Black Hawk County, Iowa, 225 E. 6th St., Waterloo, Iowa 50703, and then at this time you will proceed to the site, at which time you shall view the premises and then proceed to appraise the said damages, after which you shall report the results of your appraisal to me.

Dated this date: Jan 23 2019.



Tony Thompson
Sheriff of Black Hawk County, Iowa

PLEASE SIGN THE NOTICE ON THE
APPROPRIATE LINE TO THE RIGHT AND
RETURN IT PROMPTLY TO THE SHERIFF
OF BLACK HAWK COUNTY.

Kathy Davis
I CAN SERVE Kathy Morris

~~I CAN NOT SERVE~~

01556363

Parcel 5

appraisement on this date: February 26, 2018, at this time: 9:30 A.M., at the Office of the Sheriff of Black Hawk County, Iowa, 225 E. 6th St., Waterloo, Iowa 50703, and then at this time you will proceed to the site, at which time you shall view the premises and then proceed to appraise the said damages, after which you shall report the results of your appraisal to me.

Dated this date: Jan 23 2019



Tony Thompson
Sheriff of Black Hawk County, Iowa

PLEASE SIGN THE NOTICE ON THE
APPROPRIATE LINE TO THE RIGHT AND
RETURN IT PROMPTLY TO THE SHERIFF
OF BLACK HAWK COUNTY.

Dave Albright 1/25/19
I CAN SERVE Dave Albright

~~I CAN NOT SERVE~~

01556363

Parcel 5

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT
(PARCEL 5)

BY THE CITY OF CEDAR FALLS, IOWA,

APPLICANT

OATH OF COMMISSIONERS

Case No. 527

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

Each of the undersigned, being duly sworn, states:


That I do possess the qualifications listed under my name below; and


That I do not possess any interest in the proceeding which would cause me to render a biased decision; and


That I will, to the best of my ability, faithfully and impartially assess the damages which owners, lienholders, encumbrancers, and other persons interested in the land from which certain rights are sought to be appropriated by these proceedings will sustain by reason of the appropriation of the right as set forth and described in the Application now on file in the Office of the Sheriff of Black Hawk County.

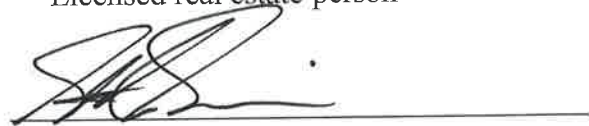
That I will make a written report of the assessment of damages to the Sheriff, all as authorized and prescribed in Chapters 6A and 6B, Code of Iowa, and any amendments thereto, and in accordance with the instructions of the Chief Justice of the Supreme Court.

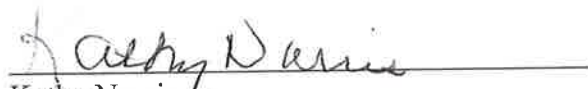
That I will well and truly perform any and all other duties imposed upon me by law as a member of the Compensation Commission selected and appointed to assess said damage.



Bob Reisinger
Licensed real estate person


Sandy Stuber
Licensed real estate person


Michael Larson
Otherwise Knowledgeable

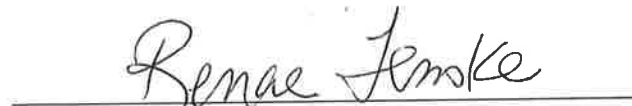

Sterling Simonson
Otherwise Knowledgeable


Kathy Norris
Property Owner


David Allbaugh
Property Owner

Subscribed and sworn to before me this date: Feb 26 2019




Notary Public in the State of Iowa

Filed in my office this date: Jan 23 2019


Sheriff of Black Hawk County, Iowa

01556324

Sheriff's Certification as to Awards and Costs

In the Matter of the Condemnation of Certain Rights in Land by)
CITY OF CEDAR FALLS)
 for a Project Located in CEDAR FALLS)
 County, Iowa, known as PARCEL 5)
)
)
)

Verified Sheriff's fees
 were paid by the City of
 Cedar Falls on 3-20-19
 in the amount of \$1,728.24
 by check #130442

CITY OF CEDAR FALLS, Condemnee

I hereby certify that the commissioners in the above-entitled cause convened in public session at WATERLOO, Iowa, on the 26th day of FEBRUARY, 2019, and thereupon proceeded to view the property and said commissioners did thereafter on the 26th day of FEBRUARY, 2019, file their report in my office awarding damages as follows:

Name	Amount
PURDY PROPERTIES	\$ 13,500.00
**ATTORNEY FEES	2,400.00
**APPRAISAL FEES	200.00
ALL SMILES FAMILY DENTISTRY	0
TWISTED FAT TATTOO	0
BLACK HAWK COUNTY	0
Total Damages Awarded	16,100.00

I further certify that costs incident to this proceeding have been taxed as follows:

Serving notices as listed below:

Date	Name of Person(s) Served	Fee	Mileage	Rate	Amount	Total
1/24/19	ALL SMIELS FAMILY DENTISTRY	30.00				30.00
1/24/19	TWISTED FAT TATTOO	30.00				30.00
1/24/19	BLACK HAWK COUNTY	30.00				30.00
1/24/19	PURDY PROEPRTIES	30.00				30.00
	total mileage					22.22

Sheriff, summoning and attending commissioners \$ 200.00
 Sheriff, mileage while attending commissioners 18 miles @ .56 \$ 10.00
 Sheriff, recording fee, to be paid to county recorder \$ 10.08
 Sheriff, publication notice of hearing \$ 10.50
 Attorney publication notice of condemnation \$ 22.11
 Sheriff of Black Hawk County, Iowa \$ 89.43
TOTAL \$ 484.34

Commissioner's Costs

BOB REISINGER of WATERLOO, Iowa
1 day service \$ 200.00
6 miles at .56 cents \$ 3.33
 meals \$
Total \$ 203.33

SNADY STUBER of WATERLOO, Iowa
1 day service \$ 200.00
12 miles at .56 cents \$ 6.67
 meals \$
Total \$ 206.67

MICHAEL LARSON of WATERLOO, Iowa
1 day service \$ 200.00
10 miles at .56 cents \$ 5.56
 meals \$
Total \$ 205.56

STERLING SIMONSON of WATERLOO, Iowa
1 day service \$ 200.00
14 miles at .56 cents \$ 7.78
 meals \$
Total \$ 207.78

KATHY NORRIS of LAPORTE CITY, Iowa
1 day service \$ 200.00
30 miles at .56 cents \$ 16.67
 meals \$
Total \$ 216.67

DAVID ALLBAUGH of WATERLOO, Iowa
1 day service \$ 200.00
7 miles at .56 cents \$ 3.89
 meals \$
Total \$ 203.89

I certify that the foregoing amounts are legally payable to each claimant and that the claim is correct and just and that payment has not been received.

Dated this 26th day of Feb, 2019. **GRAND TOTAL \$1243.90**



Sheriff of Black Hawk County, Iowa

<p>IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN PROPERTY FOR THE</p> <p>WEST 1ST STREET RECONSTRUCTION PROJECT (PARCEL 5)</p> <p>BY THE CITY OF CEDAR FALLS, IOWA</p> <p>APPLICANT</p>	<p>COMPENSATION COMMISSIONER'S STATEMENT</p> <p>Case No. 527</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served:	\$200.00 per day	\$ 200.00
# of Miles Traveled: 6 miles	\$.56	\$ 3.33
# of Meals Consumed:		\$
GRAND TOTAL:		\$ 203.33

Commissioner Robert Reisinger

01556349

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT
(PARCEL 5)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

**COMPENSATION
COMMISSIONER'S STATEMENT**

Case No. 527

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served:	\$200.00 per day	\$ 200.00
# of Miles Traveled:	\$.56 12	\$ 6.67
# of Meals Consumed:	0	\$
GRAND TOTAL:		\$ 206.67

Sandy Steuber
Commissioner

01556349

Michael E Carson

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT
(PARCEL 5)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

**COMPENSATION
COMMISSIONER'S STATEMENT**

Case No. 527

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served:	\$200.00 per day	\$ 200 ⁰⁰
# of Miles Traveled:	\$ 1.56 10ml	\$ 5.56
# of Meals Consumed:	—	\$ —
GRAND TOTAL:		\$ 205.56

Commissioner

Michael E Carson

01556349

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT
(PARCEL 5)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

**COMPENSATION
COMMISSIONER'S STATEMENT**

Case No. 527

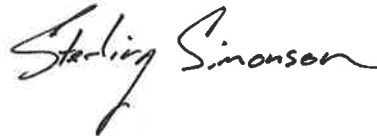
To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served:	\$200.00 per day	\$ 200 ⁰⁰
# of Miles Traveled: 14	\$.56	\$ 7.78
# of Meals Consumed:		\$
GRAND TOTAL:		\$ 207.78



Commissioner



01556349

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT
(PARCEL 5)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT


**COMPENSATION
COMMISSIONER'S STATEMENT**

Case No. 527

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served:	\$200.00 per day	\$ 200. ⁰⁰
# of Miles Traveled: 30	\$.50	\$ 30 16.67
# of Meals Consumed:		\$
GRAND TOTAL:		\$ 216.67


Commissioner

01556349

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT
(PARCEL 5)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

**COMPENSATION
COMMISSIONER'S STATEMENT**

Case No. 527

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served:	\$200.00 per day	\$ 200.00
# of Miles Traveled: 7	\$.56	\$ 3.89
# of Meals Consumed:		\$
GRAND TOTAL:		\$ 203.89


Commissioner

01556349

IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA)
) SS
 BLACK HAWK COUNTY)

Docket No 217228
 Court No 527
 Reference No RENAE
 Received 01/04/2019

PLAINTIFF: CITY OF CEDAR FALLS

vs.

DEFENDANT: ALL SMILES FAMILY DENTISTRY

DEFENDANT: TWISTED FAT TATTOO

DEFENDANT: PURDY PROPERTIES

PARCEL 5
 FEB 26, 2019 9:30AM

SERVED PARTY

Name **PURDY PROPERTIES** Party Type **DEFENDANT**
 Address 2711 CENTER ST, CEDAR FALLS, IA, 50613

SERVICE INFORMATION

Document(s)					
CONDEMNATION NOTICE					
Type of Service	CORPORATION			Status	SERVED
By Serving	KENT PURDY			Race	
Relationship	REGISTERED AGENT			Sex	
Location	2711 CENTER ST, CEDAR FALLS, IA 50613			Birth Date	
Comments					
Date	Time	Officer	Mileage	Minutes	Notes
01/25/2019	13:18	P6859 • JAY PODHASKI			
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa


 Deputy Sheriff or Designee

Date

IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA)
) SS
 BLACK HAWK COUNTY)

Docket No 217228
 Court No 527
 Reference No RENAE
 Received 01/04/2019

PLAINTIFF : CITY OF CEDAR FALLS

vs.

DEFENDANT : ALL SMILES FAMILY DENTISTRY

DEFENDANT : TWISTED FAT TATTOO

DEFENDANT : PURDY PROPERTIES

PARCEL 5
 FEB 26, 2019 9:30AM

SERVED PARTY

Name ALL SMILES FAMILY DENTISTRY Party Type DEFENDANT
 Address 1421 W 1ST STE B, CEDAR FALLS, IA, 50613

SERVICE INFORMATION

Document(s)					
CONDEMNATION NOTICE					
Type of Service	CORPORATION			Status	SERVED
By Serving	JENNIFER STEVENSON			Race	
Relationship				Sex	
Location	1421 W 1ST ST STE B, CEDAR FALLS, IOWA			Birth Date	
Comments					
Date	Time	Officer	Mileage	Minutes	Notes
Service► 01/24/2019	10:00	P6859 • JAY PODHASKI			
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa


 Deputy Sheriff or Designee

Date

IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA)
) SS
 BLACK HAWK COUNTY)

Docket No 217228
 Court No 527
 Reference No RENAE
 Received 01/04/2019

PLAINTIFF: CITY OF CEDAR FALLS

vs.

DEFENDANT: ALL SMILES FAMILY DENTISTRY

DEFENDANT: TWISTED FAT TATTOO

DEFENDANT: PURDY PROPERTIES

PARCEL 5
 FEB 26, 2019 9:30AM

SERVED PARTY

Name TWISTED FAT TATTOO Party Type DEFENDANT
 Address 1421 W 1ST ST, CEDAR FALLS, IA, 50613

SERVICE INFORMATION

Document(s)					
CONDEMNATION NOTICE					
Type of Service	CORPORATION			Status	SERVED
By Serving	TREVOR DEUTSH			Race	
Relationship	OWNER			Sex	
Location	1421 W 1ST ST, CEDAR FALLS, IOWA			Birth Date	
Comments					
Date	Time	Officer	Mileage	Minutes	Notes
01/24/2019	13:15	P6859 • JAY PODHASKI			
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa



Deputy Sheriff or Designee

Date

IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

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

Docket No 217228
 Court No 527
 Reference No RENAE
 Received 01/04/2019

PLAINTIFF : CITY OF CEDAR FALLS

vs.

DEFENDANT : ALL SMILES FAMILY DENTISTRY

DEFENDANT : TWISTED FAT TATTOO

DEFENDANT : PURDY PROPERTIES

PARCEL 5
 FEB 26, 2019 9:30AM

SERVED PARTY

Name **BLACK HAWK COUNTY IOWA** Party Type **OTHER**
 Address 316 E 5TH ST, WATERLOO, IA, 50703

SERVICE INFORMATION

Document(s)
 CONDEMNATION NOTICE

Type of Service **OFFICIAL** Status **SERVED**
 By Serving HELEN STEFFEN Race
 Relationship SYSTEMS MANAGER Sex
 Location BHC AUDITOR'S OFFICE 316 E 5TH ST, WATERLOO Birth Date
 Comments

Date	Time	Officer	Mileage	Minutes	Notes
01/24/2019	12:08	T0681 • JASON TERRONES	0	0	
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa



Deputy Sheriff or Designee

Date

STATE OF IOWA, }

Black Hawk County, SS

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN PROPERTY FOR THE WEST 1ST STREET RECONSTRUCTION PROJECT (PARCEL 5) BY THE CITY OF CEDAR FALLS, IOWA APPLICANT

NOTICE OF PUBLIC MEETING OF COMPENSATION COMMISSIONERS FOR APPRAISING DAMAGES Case No. 527

TO: Members of the public, representatives of the media that have requested notice of public meetings, and all other persons, companies or corporations having any interest in or owning any of the following described real estate, to wit: The property affected by the project is legally described as follows:

The Fee Simple title granted is to land described as follows:

A part of Lot 5 of, Block 7, O. E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Beginning at the Southeast corner of said Lot 5, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence South 89°21'22" West along the South line of said Lot 5, a distance of 65.99 to the Southwest corner of said Lot 5; thence North 00°47'19" West along the West line of said Lot 5, a distance of 23.95 feet; thence Southerly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.37 feet and whose chord bears South 45°42'59" East, 28.25 feet; thence North 89°21'22" East, 46.04 feet to the East line of said Lot 5; thence South 00°46'54" East along said East Line, 4.00 feet to the point of beginning and containing 0.01 AC. (349 S.F.)

Property subject to any and all easements of record; and The Temporary easement described as follows:

A part of Lot 5 of, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Southeast corner of said Lot 5, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 0°46'54" West along the East line of said Lot 5, a distance of 4.00 feet to the point of beginning; thence South 89°21'22" West, 46.04 feet; thence Westerly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.37 feet and whose chord bears North 45°42'59" West, 28.25 feet to the West line of said Lot 5; thence North 00°47'19" West along said West line, 14.59 feet; thence South 90°00'00" East, 9.74 feet; thence South 00°48'43" East, 12.93 feet; thence North 89°21'22" East, 56.25 feet to said East line; thence South 00°46'54" East along said East line, 21.50 feet to the point of beginning and containing 0.03 AC. (1,460 S.F.) property subject to any and all easements of record.

Property subject to any and all easements of record.

(the "necessary property interest"). The necessary property interest sought to be acquired for the project is legally described as follows:

The Fee Simple title granted is to land described as follows:

A part of Lot 5 of, Block 7, O. E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Beginning at the Southeast corner of said Lot 5, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence South 89°21'22" West along the South line of said Lot 5, a distance of 65.99 to the Southwest corner of said Lot 5; thence North 00°47'19" West along the West line of said Lot 5, a distance of 23.95 feet; thence Southerly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.37 feet and whose

chord bears South 45°42'59" East, 28.25 feet; thence North 89°21'22" East, 46.04 feet to the East line of said Lot 5; thence South 00°46'54" East along said East Line, 4.00 feet to the point of beginning and containing 0.01 AC. (349 S.F.)

Property subject to any and all easements of record; and The Temporary easement described as follows:

A part of Lot 5 of, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Southeast corner of said Lot 5, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 0°46'54" West along the East line of said Lot 5, a distance of 4.00 feet to the point of beginning; thence South 89°21'22" West, 46.04 feet; thence Westerly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.37 feet and whose chord bears North 45°42'59" West, 28.25 feet to the West line of said Lot 5; thence North 00°47'19" West along said West line, 14.59 feet; thence South 90°00'00" East, 9.74 feet; thence South 00°48'43" East, 12.93 feet; thence North 89°21'22" East, 56.25 feet to said East line; thence South 00°46'54" East along said East line, 21.50 feet to the point of beginning and containing 0.03 AC. (1,460 S.F.) property subject to any and all easements of record.

Property subject to any and all easements of record.

(the "necessary property interest"). YOU ARE HEREBY NOTIFIED that the City of Cedar Falls, desires the condemnation of a temporary easement with respect to the above described property. That such condemnation is sought for the purposes of reconstruction of West 1st Street (hereinafter, the "public purpose") for the project.

That a commission has been appointed as provided by law for the purpose of appraising the damages which will be caused by said condemnation.

That said commissioners will, on the date, at the time, and at the location specified below, meet and there proceed to view said premises and proceed to appraise said damages, at which time you may appear before the commissioners if you care to do so. This meeting shall be deemed to constitute a public meeting to be conducted in accordance with the provisions of Chapter 21, Code of Iowa, as amended, and any successor provision thereto. The Commissioners may close said meeting for purposes of deliberation in accordance with the provisions of sections 21.5 and 6B.14, Code of Iowa, as amended, and any successor provisions thereto.

DATE OF MEETING: February 26, 2019

TIME OF MEETING: 9:30 A.M.

LOCATION OF MEETING: Black Hawk County Sheriff's Office

225 E. 6th St.

Waterloo, IA 50703

TAKE NOTICE AND GOVERN YOURSELVES ACCORDINGLY.

Tony Thompson

Sheriff of Black Hawk County, Iowa

I do solemnly swear that the annexed copy of Legal- Sheriff's Office

In the Matter of the Condemnation: Parcel 5

Notice was published in the Waterloo-Cedar Falls Courier, a daily newspaper printed in Waterloo, Black Hawk County, Iowa, for one time commencing on the 11th day of February, 2019 in the name of said newspaper, and that the annexed rate of advertised is the regular legal rate of said newspaper, and that the following is a correct bill for publishing said notice.

Printer's Bill \$89.43

Ullrich Keller

Signed

Subscribed and sworn to before me this 13

Day of February A.D., 20 19

R. Schubert

Notary Public

Received of _____

the sum of _____

Dollars.

In full for publication of the above notice.

STATE OF IOWA, }

Black Hawk County, SS

NOTICE OF APPRAISEMENT HEARING
AND PUBLIC MEETING OF
COMPENSATION COMMISSION TO
ASSESS DAMAGES
In the Matter of the Condemnation
Of Certain Flights in Property for the
West 1st Street Reconstruction Project
Parcel 5
By the City of Cedar Falls, Iowa
Property address is: 1421 W 1st St.,
Cedar Falls, Iowa 50613
TO: BOB REISINGER, SANDY STUBER,
MICHAEL LARSON, STERLING SIMON-
SON, KATHY NORRIS AND DAVE
ALLBAUGH
An Application of Condemnation, having
been presented to the Chief Judge of the
Judicial District, requesting the appoint-
ment of six (6) qualified persons as a
Condemnation Commission:
WHEREAS, such an appointment has
been filed in my office and whereas you
have been appointed and selected as
such Condemnation Commissioners:
NOW THEREFORE, you are commanded
to be and appear before the undersigned
at the Office of the Sheriff of Black Hawk
County, Iowa, at 225 E. 6th St., Waterloo,
Iowa on the 26TH day of FEBRUARY,
2019 at the hour of 9:30AM for the
purpose of qualifying as such commis-
sioner, and proceed to view said
premises and make an award of damages
as provided by law. Prior to the meeting
of the commission, the commission or a
commissioner shall not communicate with
the applicant, property owner, or tenant,
or their agents, regarding the condemna-
tion proceedings.
FAIL NOT TO MAKE YOUR APPEAR-
ANCE UNDER PENALTY OF THE LAW.
This notice published pursuant to Section
6B.11, Code of Iowa
ANTHONY THOMPSON, SHERIFF
BLACK HAWK COUNTY, IOWA

I do solemnly swear that the annexed copy of
Legal- Sheriff's Office

Notice of Appraisement Hearing: Parcel 5

Notice was published in the Waterloo-Cedar Falls
Courier, a daily newspaper printed in Waterloo, Black
Hawk County, Iowa, for one time commencing on the
11th day of February, 2019 in the name of said
newspaper, and that the annexed rate of advertised is
the regular legal rate of said newspaper, and that the
following is a correct bill for publishing said notice.

Printer's Bill \$22.11

Yvonne Keller

Signed

Subscribed and sworn to before me this 13

Day of February A.D., 2019

Brian Vot

Notary Public

Received of _____

the sum of _____

Dollars.

In full for publication of the above notice.



IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT

BY THE CITY OF CEDAR FALLS, IOWA
(PARCEL 53)

APPLICANT

**REPORT OF COMPENSATION
COMMISSIONERS**

We, the undersigned, being the duly appointed and qualified Compensation Commission appointed in the above-entitled matter, met on this date: February 21, 2019 and assessed and appraised the damages sustained as a result of the condemnation of the following described necessary property interest real estate for the purposes of the West 1st Street Reconstruction Project, located in Black Hawk County, Iowa, to-wit:

The Fee simple title granted is to land described as follows:

A part of Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northwest corner of Lot 8 of, Block 38, Village of Cedar Falls; thence South 89°27'23" West, 66.00 feet to the Northeast corner of Lot 2 of, Block 3, Brown & Overman's Addition to Cedar Falls; thence South 89°13'43" West along the North line of said Block 3, Brown & Overman's Addition to Cedar Falls, 148.61 feet to the Northeast corner of said Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls and to the point of beginning; thence South 00°49'22" East along the East line of said Lot 8, a distance of 7.66 feet; thence Westerly along a curve concave Southerly whose radius is 728.50 feet, whose arc length is 42.92 feet and whose chord bears North 86°56'21" West, 42.91 feet; thence South 89°22'23" West, 9.67 feet to the East line of the West 13.50 feet of said Lot 8; thence North 00°46'26" West along said East line, 6.26 feet to the Northeast corner of said West 13.50 feet of Lot 8; thence North 89°13'43" East along the North line of said Lot 8, a distance of 52.56 feet to the point of beginning and containing 0.008 AC. (351 S.F.)

Property subject to any and all easements of record; and

The temporary easement described as follows:

A part of Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northwest corner of Lot 8 of, Block 38, Village of Cedar Falls; thence South 89°27'23" West, 66.00 feet to the Northeast corner of Lot 2 of, Block 3, Brown & Overman's Addition to Cedar Falls; thence South 89°13'43" West along the North line of said Block 3, Brown & Overman's Addition to Cedar Falls, 148.61 feet to the Northeast corner of said Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls; thence South 00°49'22" East along the East line of said Lot 8, a distance of 7.66 feet to the point of beginning; thence continuing South 00°49'22" East along said East line, 25.24 feet; thence South 89°22'23" West, 6.89 feet; thence North 01°26'20" West, 15.61 feet; thence South 89°13'34" West, 45.52 feet to the East line of the West 13.50 feet of said Lot 8; thence North 00°46'26" West along said East line of the West 13.50 feet of said Lot 8, a distance of 11.00 feet; thence North 89°22'23" East, 9.67 feet; thence Easterly along a curve concave Southerly whose radius is 728.50 feet, whose arc length is 42.92 feet and whose chord bears South 88°56'21" East, 42.91 feet to the point of beginning and containing 0.02 AC. (666 S.F.)

Property subject to any and all easements of record.

The necessary property interest sought to be acquired for the project is legally described as follows:

The Fee simple title granted is to land described as follows:

A part of Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northwest corner of Lot 8 of, Block 38, Village of Cedar Falls; thence South 89°27'23" West, 66.00 feet to the Northeast corner of Lot 2 of, Block 3, Brown & Overman's Addition to Cedar Falls; thence South 89°13'43" West along the North line of said Block 3, Brown & Overman's Addition to Cedar Falls, 148.61 feet to the Northeast corner of said Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls and to the point of beginning; thence South 00°49'22" East along the East line of said Lot 8, a distance of 7.66 feet; thence Westerly along a

curve concave Southerly whose radius is 728.50 feet, whose arc length is 42.92 feet and whose chord bears North 86°56'21" West, 42.91 feet; thence South 89°22'23" West, 9.67 feet to the East line of the West 13.50 feet of said Lot 8; thence North 00°46'26" West along said East line, 6.26 feet to the Northeast corner of said West 13.50 feet of Lot 8; thence North 89°13'43" East along the North line of said Lot 8, a distance of 52.56 feet to the point of beginning and containing 0.008 AC. (351 S.F.)

Property subject to any and all easements of record; and

The temporary easement described as follows:

A part of Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northwest corner of Lot 8 of, Block 38, Village of Cedar Falls; thence South 89°27'23" West, 66.00 feet to the Northeast corner of Lot 2 of, Block 3, Brown & Overman's Addition to Cedar Falls; thence South 89°13'43" West along the North line of said Block 3, Brown & Overman's Addition to Cedar Falls, 148.61 feet to the Northeast corner of said Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls; thence South 00°49'22" East along the East line of said Lot 8, a distance of 7.66 feet to the point of beginning; thence continuing South 00°49'22" East along said East line, 25.24 feet; thence South 89°22'23" West, 6.89 feet; thence North 01°26'20" West, 15.61 feet; thence South 89°13'34" West, 45.52 feet to the East line of the West 13.50 feet of said Lot 8; thence North 00°46'26" West along said East line of the West 13.50 feet of said Lot 8, a distance of 11.00 feet; thence North 89°22'23" East, 9.67 feet; thence Easterly along a curve concave Southerly whose radius is 728.50 feet, whose arc length is 42.92 feet and whose chord bears South 88°56'21" East, 42.91 feet to the point of beginning and containing 0.02 AC. (666 S.F.)

Property subject to any and all easements of record.

(the "necessary property interest");

Damages for Daryl Lee Sanders

\$ 15,055⁰⁰

Damages for Veridian Credit Union

\$ Ø

Damages for Gregory Alan Houseal

\$ Ø

Damages for Black Hawk County, Iowa

\$ 0

The Commission also finds Daryl Lee Sanders (is)/(is not) entitled to attorney fees in the sum of \$ 0.

The Commission also finds Veridian Credit Union (is)/(is not) entitled to attorney fees in the sum of \$ 0.

The Commission also finds Gregory Alan Houseal (is)/(is not) entitled to attorney fees in the sum of \$ 0.

The Commission also finds Black Hawk County, Iowa (is)/(is not) entitled to attorney fees in the sum of \$ 0.

Dated this date: 2.2.19.

Sehe Gordes
Commissioner

Vincent M'Callister
Commissioner

Joie M'Namus
Commissioner

[Signature]
Commissioner

Paul R. Albright
Commissioner

[Signature]
Commissioner

*Any dissenting commissioner must sign and file a written report with the Sheriff at the time this report is filed.

Mailed by ordinary mail to:

Daryl Lee Sanders
816 W. 1st Street
Cedar Falls, IA 50613

Veridian Credit Union
1827 Ansborough
Waterloo, IA 50704

Gregory Alan Houseal
817 W. 2nd St.
Cedar Falls, IA 50613

Black Hawk County, Iowa
Attention: County Auditor
Courthouse
316 East 5th Street
Waterloo, Iowa 50703

With a copy to:

Maria Brownell
100 Court Ave.
Suite 600
Des Moines, IA 50319
Attorney for Applicant
City of Cedar Falls, Iowa

on this date:

Feb 21, 2019


Sheriff of Black Hawk County, Iowa

01554344-1\10283-162

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT

BY THE CITY OF CEDAR FALLS, IOWA,
(PARCEL 53)

APPLICANT

**NOTICE OF APPRAISEMENT
OF DAMAGES AND TIME FOR
APPEAL**

TO: Daryl Lee Sanders
816 W. 1st Street
Cedar Falls, IA 50613

Veridian Credit Union
1827 Ansborough
Waterloo, IA 50704

Gregory Alan Houseal
817 W. 2nd St.
Cedar Falls, IA 50613

Black Hawk County, Iowa
Attention: County Auditor
Courthouse
316 East 5th Street
Waterloo, Iowa 50703

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the duly appointed and qualified Compensation Commissioners appointed in the above-entitled matter, met on February 21, 2019, and assessed and appraised the damages sustained by each of you as a result of the condemnation of a fee simple and temporary easement in real property for the West 1st Street Reconstruction Project, said real property located in Black Hawk County, Iowa, described as follows:

The Fee simple title granted is to land described as follows:

A part of Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northwest corner of Lot 8 of, Block 38, Village of Cedar Falls; thence South 89°27'23" West, 66.00 feet to the Northeast corner of Lot 2 of, Block 3, Brown & Overman's Addition to Cedar Falls; thence South 89°13'43" West along the North line of said Block 3, Brown & Overman's Addition to Cedar Falls, 148.61 feet to the Northeast corner of said Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls and to the point of beginning; thence South 00°49'22" East along the East line of said Lot 8, a distance of 7.66 feet; thence Westerly along a curve concave Southerly whose radius is 728.50 feet, whose arc length is 42.92 feet and whose chord bears North 86°56'21" West, 42.91 feet; thence South 89°22'23" West, 9.67 feet to the East line of the West 13.50 feet of said Lot 8; thence North 00°46'26" West along said East line, 6.26 feet to the Northeast corner of said West 13.50 feet of Lot 8; thence North 89°13'43" East along the North line of said Lot 8, a distance of 52.56 feet to the point of beginning and containing 0.008 AC. (351 S.F.)

Property subject to any and all easements of record; and

The temporary easement described as follows:

A part of Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northwest corner of Lot 8 of, Block 38, Village of Cedar Falls; thence South 89°27'23" West, 66.00 feet to the Northeast corner of Lot 2 of, Block 3, Brown & Overman's Addition to Cedar Falls; thence South 89°13'43" West along the North line of said Block 3, Brown & Overman's Addition to Cedar Falls, 148.61 feet to the Northeast corner of said Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls; thence South 00°49'22" East along the East line of said Lot 8, a distance of 7.66 feet to the point of beginning; thence continuing South 00°49'22" East along said East line, 25.24 feet; thence South 89°22'23" West, 6.89 feet; thence North 01°26'20" West, 15.61 feet; thence South 89°13'34" West, 45.52 feet to the East line of the West 13.50 feet of said Lot 8; thence North 00°46'26" West along said East line of the West 13.50 feet of said Lot 8, a distance of 11.00 feet; thence North 89°22'23" East, 9.67 feet; thence Easterly along a curve concave Southerly whose radius is 728.50 feet, whose arc length is 42.92 feet and whose chord bears South 88°56'21" East, 42.91 feet to the point of beginning and containing 0.02 AC. (666 S.F.)

Property subject to any and all easements of record.

The necessary property interest sought to be acquired for the project is legally described

as follows:

The Fee simple title granted is to land described as follows:

A part of Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northwest corner of Lot 8 of, Block 38, Village of Cedar Falls; thence South 89°27'23" West, 66.00 feet to the Northeast corner of Lot 2 of, Block 3, Brown & Overman's Addition to Cedar Falls; thence South 89°13'43" West along the North line of said Block 3, Brown & Overman's Addition to Cedar Falls, 148.61 feet to the Northeast corner of said Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls and to the point of beginning; thence South 00°49'22" East along the East line of said Lot 8, a distance of 7.66 feet; thence Westerly along a curve concave Southerly whose radius is 728.50 feet, whose arc length is 42.92 feet and whose chord bears North 86°56'21" West, 42.91 feet; thence South 89°22'23" West, 9.67 feet to the East line of the West 13.50 feet of said Lot 8; thence North 00°46'26" West along said East line, 6.26 feet to the Northeast corner of said West 13.50 feet of Lot 8; thence North 89°13'43" East along the North line of said Lot 8, a distance of 52.56 feet to the point of beginning and containing 0.008 AC. (351 S.F.)

Property subject to any and all easements of record; and

The temporary easement described as follows:

A part of Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northwest corner of Lot 8 of, Block 38, Village of Cedar Falls; thence South 89°27'23" West, 66.00 feet to the Northeast corner of Lot 2 of, Block 3, Brown & Overman's Addition to Cedar Falls; thence South 89°13'43" West along the North line of said Block 3, Brown & Overman's Addition to Cedar Falls, 148.61 feet to the Northeast corner of said Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls; thence South 00°49'22" East along the East line of said Lot 8, a distance of 7.66 feet to the point of beginning; thence continuing South 00°49'22" East along said East line, 25.24 feet; thence South 89°22'23" West, 6.89 feet; thence North 01°26'20" West, 15.61 feet; thence South 89°13'34" West, 45.52 feet to the East line of the West 13.50 feet of said Lot 8; thence North 00°46'26" West along said East line of the West 13.50 feet of said Lot 8, a distance of 11.00 feet; thence North 89°22'23" East, 9.67 feet; thence

Easterly along a curve concave Southerly whose radius is 728.50 feet, whose arc length is 42.92 feet and whose chord bears South 88°56'21" East, 42.91 feet to the point of beginning and containing 0.02 AC. (666 S.F.)

Property subject to any and all easements of record.

(the "necessary property interest");

Said Commission assessed said damages as follows:

Damages for Daryl Lee Sanders	\$ 15,055 ⁰⁰
Damages for Veridian Credit Union	\$ 0
Damages for Gregory Alan Houseal	\$ 0
Damages for Black Hawk County, Iowa	\$ 0

The Commission also finds Daryl Lee Sanders (is) (is not) entitled to attorney fees in the sum of \$ 0.

The Commission also finds Veridian Credit Union (is) (is not) entitled to attorney fees in the sum of \$ 0.

The Commission also finds Gregory Alan Houseal (is) (is not) entitled to attorney fees in the sum of \$ 0.

The Commission also finds Black Hawk County, Iowa (is) (is not) entitled to attorney fees in the sum of \$ 0.

YOU AND EACH OF YOU ARE HEREBY FURTHER NOTIFIED that you may appeal within thirty (30) days from the date of the mailing of this Notice to the District Court in and for the State of Iowa, as provided by law.

Dated this date: Feb 21 2019.

I certify that the forgoing was sent by ordinary mail to the property owner(s) listed below on this date: Feb 21 2019.

Daryl Lee Sanders
816 W. 1st Street
Cedar Falls, IA 50613

Veridian Credit Union
1827 Ansborough
Waterloo, IA 50704

Gregory Alan Houseal
817 W. 2nd St.
Cedar Falls, IA 50613

Black Hawk County, Iowa
Attention: County Auditor
Courthouse
316 East 5th Street
Waterloo, Iowa 50703

With a copy to:

Maria Brownell
100 Court Ave.
Suite 600
Des Moines, IA 50319
Attorney for Applicant
City of Cedar Falls, Iowa



Sheriff of Black Hawk County, Iowa

01554355



SHERIFF

BLACK HAWK COUNTY

TONY THOMPSON, SHERIFF

ADMINISTRATION FAX (319) 291-2541
JAIL FAX (319) 291-2569
WWW.BHCSO.ORG

CONDEMNATION HEARING FEB 21,2019
PARCEL 53

COMMISSIONER DARYL SMITH DID NOT SHOW UP AT 9:30AM. I HAD GIVEN HIM A REMINDER CALL ON TUESDDAY 2-19-19 AND LEFT A MESSAGE. I ALSO CALLED HIM AND LEFT A MESSAGE AT HIS HOME AND CELL NUMBER AT 9:30AM, WHEN HE DIDN'T SHOW UP, BUT GOT NO RESPONSE.

I PROCEEDED TO CALL THE NEXT 3 ALTERNATES ON MY LIST:

JAY HALL – LEFT VOICE MESSAGE ON HIS HOME PHONE

MICHAEL LARSON – LEFT VOICE MESSAGE ON HIS CELL AND OFFICE PHONE

STERLING SIMONSON – LEFT VOICE MESSAGE ON HIS CELL AND OFFICE PHONE

AFTER MY LAST ATTEMPT TO LEAVE A MESSAGE, I GAVE THE ALTERNATES 10 MINUTES TO CALL ME BACK, NONE OF THEM DID.

I THEN ASKED BOTH PARTIES IF THEY WERE WILLING TO PROCEED WITH ONLY 5 COMMISSIONERS. THIS HAPPENED ONE OTHER TIME DURING A IOWA DOT HEARING AND I WAS TOLD IT WAS ALLOWED, AS LONG AS ALL PARITES AGREED.

THE PROPERTY OWNER ,DARYL SANDERS, HAD SENT HIS SON TO ATTEND THE HEARING. THE SON, BRANDON SANDERS , CALLED HIS FATHER (ON SPEAKER PHONE) AND ASKED HIM IF HE WAS OK TO PROCEED WITH ONLY 5 COMMISSIONERS. DARYL SANDERS AGREED TO THIS.

WE STARTED THE CONDEMNATION HEARING AT 9:55AM BY READING THE INSTRUCTIONS TO THE COMMISSIONERS AND SWEARING THEM IN.

Lori M. Chris. F
Eike G.
David A.
Vince M.

2.21.19

- Attorney for City spoke/exp.
- Brandon Sanders rep. for owner

Commissioners feel fee title acquisition is low @ 3,159 - commissioners agree to fee title acquisition move to \$10,000. Chris motion to move out of closed session and to approve new total compensation to \$15,055⁰⁰.

All commissioners in agreement.

	Total Comp. <u>15,055⁰⁰</u>
Eike Gurdles	yes
John M. M. M.	yes
Lori M. M. M.	yes
Chris Fischele	yes
David R. Allbaugh	YES

*City of Cedar Falls

200 Clay St Cedar Falls IA 50613

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT

BY THE CITY OF CEDAR FALLS, IOWA,
(PARCEL 53)

APPLICANT

AFFIDAVIT OF FINAL OFFER
(Hearing Date February 21, 2019)

STATE OF IOWA)
)
COUNTY OF POLK) ss:

I, Mary Ann Carnock, after first being duly sworn on oath depose and say:

That I am the acquisition agent designated by the City of Cedar Falls, Iowa, to negotiate the purchase of property interests necessary for the City's West 1st Street Reconstruction Project; that as such official I am familiar with the negotiations in regard to these proceedings. Attached hereto as Exhibit A and by this reference made a part hereof is a copy of the final offer made for the acquisition of the described interests to Daryl Lee Sanders holders of fee title, being in the total amount of \$9,020.00 for the acquisition by the City of Cedar Falls, Iowa, of a fee simple and temporary easement, (the "necessary property interests") in the following described real estate located in Black Hawk County, Iowa, to-wit:

The Fee Simple title granted is to land described as follows:

A part of Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northwest corner of Lot 8 of, Block 38, Village of Cedar Falls; thence South 89°27'23" West, 66.00 feet to the Northeast corner of Lot 2 of,

14.40

Block 3, Brown & Overman's Addition to Cedar Falls; thence South 89°13'43" West along the North line of said Block 3, Brown & Overman's Addition to Cedar Falls, 148.61 feet to the Northeast corner of said Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls and to the point of beginning; thence South 00°49'22" East along the East line of said Lot 8, a distance of 7.66 feet; thence Westerly along a curve concave Southerly whose radius is 728.50 feet, whose arc length is 42.92 feet and whose chord bears North 86°56'21" West, 42.91 feet; thence South 89°22'23" West, 9.67 feet to the East line of the West 13.50 feet of said Lot 8; thence North 00°46'26" West along said East line, 6.26 feet to the Northeast corner of said West 13.50 feet of Lot 8; thence North 89°13'43" East along the North line of said Lot 8, a distance of 52.56 feet to the point of beginning and containing 0.008 AC. (351 S.F.)

Property subject to any and all easements of record; and

The temporary easement described as follows:

A part of Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northwest corner of Lot 8 of, Block 38, Village of Cedar Falls; thence South 89°27'23" West, 66.00 feet to the Northeast corner of Lot 2 of, Block 3, Brown & Overman's Addition to Cedar Falls; thence South 89°13'43" West along the North line of said Block 3, Brown & Overman's Addition to Cedar Falls, 148.61 feet to the Northeast corner of said Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls; thence South 00°49'22" East along the East line of said Lot 8, a distance of 7.66 feet to the point of beginning; thence continuing South 00°49'22" East along said East line, 25.24 feet; thence South 89°22'23" West, 6.89 feet; thence North 01°26'20" West, 15.61 feet; thence South 89°13'34" West, 45.52 feet to the East line of the West 13.50 feet of said Lot 8; thence North 00°46'26" West along said East line of the West 13.50 feet of said Lot 8, a distance of 11.00 feet; thence North 89°22'23" East, 9.67 feet; thence Easterly along a curve concave Southerly whose radius is 728.50 feet, whose arc length is 42.92 feet and whose chord bears South 88°56'21" East, 42.91 feet to the point of beginning and containing 0.02 AC. (666 S.F.)

Property subject to any and all easements of record.

(the "necessary property interest").

Nothing was offered to any other party who may have or claim an interest in the above-described real estate except as follows:

NONE.


I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct. This certification is made pursuant to Iowa Code § 622.1.

Dated this date: 2/21/19.


ACQUISITION AGENT, CITY OF CEDAR
FALLS, IOWA

Subscribed and sworn to before me this 21 day of FEB., 20 19.




Notary Public in and for the
State of Iowa

01565622-1\10283-162

**CERTIFICATE RE APPLICATION FOR APPOINTMENT
OF COMMISSIONERS AND ORDER OF CHIEF JUDGE**

Recorder's Cover Sheet

Preparer Information:

Maria E. Brownell
Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, IA 50309
(515) 243-7611

Taxpayer Information:

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

Return Document To:

Maria E. Brownell
Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, IA 50309

Grantor: NA

Grantee: NA

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

01540170-1\10283-162

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT
(PARCEL 53)

BY THE CITY OF CEDAR FALLS, IOWA
APPLICANT

**APPLICATION FOR
CONDEMNATION**

**TO: Kellyann M. Lekar, Chief Judge
First Judicial District**

YOU ARE HEREBY NOTIFIED that the City of Cedar Falls, hereafter "Applicant," a municipal corporation, desires to take, acquire and condemn a permanent easement (hereinafter, "the interest") in the property hereafter described, and together with any and all leasehold interests, easement interests and other legal or equitable interests therein, and together with all structures and appurtenances located upon the property sought to be condemned. The Applicant desires the rights specified in the property sought to be condemned for use for the West 1st Street Reconstruction Project (hereinafter, "the project").

1. PROPERTY AFFECTED; PROPERTY TO BE ACQUIRED; PUBLIC USE OR PURPOSE FOR THE TAKING.

The property in which the necessary property interest is sought to be acquired for the project is shown on the Acquisition Plat attached hereto as Exhibit A and by this reference made a part hereof. The necessary property interest will be used by the Applicant for the public purpose of reconstructing public right-of-way known as West 1st Street (hereinafter, the "public purpose").

The property address is 816 W. 1st St., Cedar Falls and the necessary interest to be acquired is

described as follows:

The Fee simple title granted is to land described as follows:

A part of Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northwest corner of Lot 8 of, Block 38, Village of Cedar Falls; thence South $89^{\circ}27'23''$ West, 66.00 feet to the Northeast corner of Lot 2 of, Block 3, Brown & Overman's Addition to Cedar Falls; thence South $89^{\circ}13'43''$ West along the North line of said Block 3, Brown & Overman's Addition to Cedar Falls, 148.61 feet to the Northeast corner of said Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls and to the point of beginning; thence South $00^{\circ}49'22''$ East along the East line of said Lot 8, a distance of 7.66 feet; thence Westerly along a curve concave Southerly whose radius is 728.50 feet, whose arc length is 42.92 feet and whose chord bears North $86^{\circ}56'21''$ West, 42.91 feet; thence South $89^{\circ}22'23''$ West, 9.67 feet to the East line of the West 13.50 feet of said Lot 8; thence North $00^{\circ}46'26''$ West along said East line, 6.26 feet to the Northeast corner of said West 13.50 feet of Lot 8; thence North $89^{\circ}13'43''$ East along the North line of said Lot 8, a distance of 52.56 feet to the point of beginning and containing 0.008 AC. (351 S.F.)

Property subject to any and all easements of record; and

The Temporary easement described as follows:

A part of Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northwest corner of Lot 8 of, Block 38, Village of Cedar Falls; thence South $89^{\circ}27'23''$ West, 66.00 feet to the Northeast corner of Lot 2 of, Block 3, Brown & Overman's Addition to Cedar Falls; thence South $89^{\circ}13'43''$ West along the North line of said Block 3, Brown & Overman's Addition to Cedar Falls, 148.61 feet to the Northeast corner of said Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls; thence South $00^{\circ}49'22''$ East along the East line of said Lot 8, a distance of 7.66 feet to the point of beginning; thence continuing South $00^{\circ}49'22''$ East along said East line, 25.24 feet; thence South $89^{\circ}22'23''$ West, 6.89 feet; thence North $01^{\circ}26'20''$ West, 15.61 feet; thence South $89^{\circ}13'34''$ West, 45.52 feet to the East line of the West 13.50 feet of said Lot 8; thence North $00^{\circ}46'26''$ West along said East line of the West 13.50 feet of said Lot 8, a distance of 11.00 feet; thence North $89^{\circ}22'23''$ East, 9.67 feet; thence Easterly along a curve concave Southerly whose radius is 728.50 feet, whose arc length is 42.92 feet and whose

chord bears South 88°56'21" East, 42.91 feet to the point of beginning and containing 0.02 AC. (666 S.F.)

Property subject to any and all easements of record.

(the "necessary property interest").

2. NAMES OF RECORD OWNERS AND HOLDERS OF LIENS AND ENCUMBRANCERS OF THE PROPERTY.

The names and addresses of all record owners and holders of liens and encumbrancers with respect the necessary property interest, as far as known, are as follows:

NAMES AND ADDRESSES OF PROPERTY OWNERS

Daryl Lee Sanders
816 W. 1st Street
Cedar Falls, IA 50613

NAMES AND ADDRESSES OF LIENHOLDERS, ENCUMBRANCERS AND LEASEHOLDERS

Veridian Credit Union
1827 Ansborough
Waterloo, IA 50704-6000
(lienholder)

Gregory Alan Houseal
817 W. 2nd St.
Cedar Falls, IA 50613
(easement holder)

Black Hawk County, Iowa
Attention: County Auditor
Courthouse
316 East 5th Street
Waterloo, Iowa 50703

3. PROPERTY NECESSARY TO ACHIEVE THE PUBLIC PURPOSE AND PROPERTY PROPOSED TO BE ACQUIRED FOR THE PROJECT.

The attached Acquisition Plat (Exhibit A) identifies the necessary property interest required

by the Applicant for the public purpose associated with the project. The Applicant further asserts that the necessary property interest constitutes the necessary minimum amount of property to achieve the public purpose, and that no portion of the property is being acquired as an uneconomic remnant.

4. GOOD FAITH EFFORTS MADE BY THE APPLICANT TO NEGOTIATE THE PURCHASE OF THE NECESSARY PROPERTY INTEREST.

The Applicant represents and warrants that, through its acquisition agent, it has undertaken to negotiate the purchase of the interest from the property owner in good faith.

Attached hereto as Exhibit B and by this reference made a part hereof is a narrative of the City's efforts to negotiate purchase in good faith with Daryl Sanders, by and through its authorized acquisition agent, Snyder & Associates, Inc.

On February 5, 2018, the Applicant's City Council adopted a resolution authorizing acquisition.

NOW, THEREFORE, YOU ARE HEREBY REQUESTED to appoint a Compensation Commission to appraise the damages caused by this appropriation; said Commission to consist of six commissioners and six alternate commissioners who shall be residents of Black Hawk County, Iowa. The land sought to be taken is non-agricultural land.

YOU ARE FURTHER REQUESTED to give written notice to the undersigned representative of the Applicant as soon as the commissioners have been appointed.

Dated this 10th day of December, 2018.

CITY OF CEDAR FALLS, IOWA



Maria E. Brownell (AT0010240)

AHLERS & COONEY, P.C.

100 Court Avenue, Suite 600

Des Moines, Iowa 50309

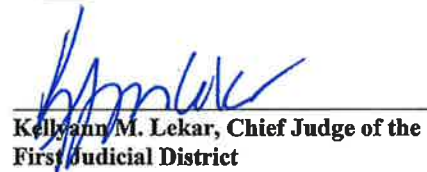
515/243/7611

515/243/2149 (fax)

Email: mbrownell@ahlerslaw.com

**ATTORNEYS FOR CITY OF CEDAR
FALLS, IOWA**

APPROVED this 11th day of December,
20 18

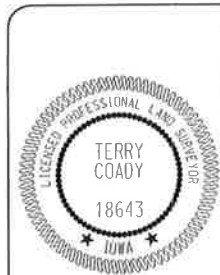

Kellyann M. Lekar, Chief Judge of the
First Judicial District

01545180-1\10283-162

IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 53
 SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE 351 SF 0.008 AC, EASE _____ AC EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM DARYL L. SANDERS

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 12-7-2018
 TERRY COADY DATE:
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: _____
 EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)

0' 20'

394

DATE REVISED DECEMBER 7, 2018
 DATE DRAWN JANUARY 29, 2018

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 53

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 8 OF, BLOCK 3, BROWN & OVERMAN'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 8 OF, BLOCK 38, VILLAGE OF CEDAR FALLS; THENCE SOUTH 89°27'23" WEST, 66.00 FEET TO THE NORTHEAST CORNER OF LOT 2 OF, BLOCK 3, BROWN & OVERMAN'S ADDITION TO CEDAR FALLS; THENCE SOUTH 89°13'43" WEST ALONG THE NORTH LINE OF SAID BLOCK 3, BROWN & OVERMAN'S ADDITION TO CEDAR FALLS, 148.61 FEET TO THE NORTHEAST CORNER OF SAID LOT 8 OF, BLOCK 3, BROWN & OVERMAN'S ADDITION TO CEDAR FALLS AND TO THE POINT OF BEGINNING; THENCE SOUTH 00°49'22" EAST ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 7.66 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 728.50 FEET, WHOSE ARC LENGTH IS 42.92 FEET AND WHOSE CHORD BEARS NORTH 86°56'21" WEST, 42.91 FEET; THENCE SOUTH 89°22'23" WEST, 9.67 FEET TO THE EAST LINE OF THE WEST 13.50 FEET OF SAID LOT 8; THENCE NORTH 00°46'26" WEST ALONG SAID EAST LINE, 6.26 FEET TO THE NORTHEAST CORNER OF SAID WEST 13.50 FEET OF LOT 8; THENCE NORTH 89°13'43" EAST ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 52.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.008 AC. (351 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

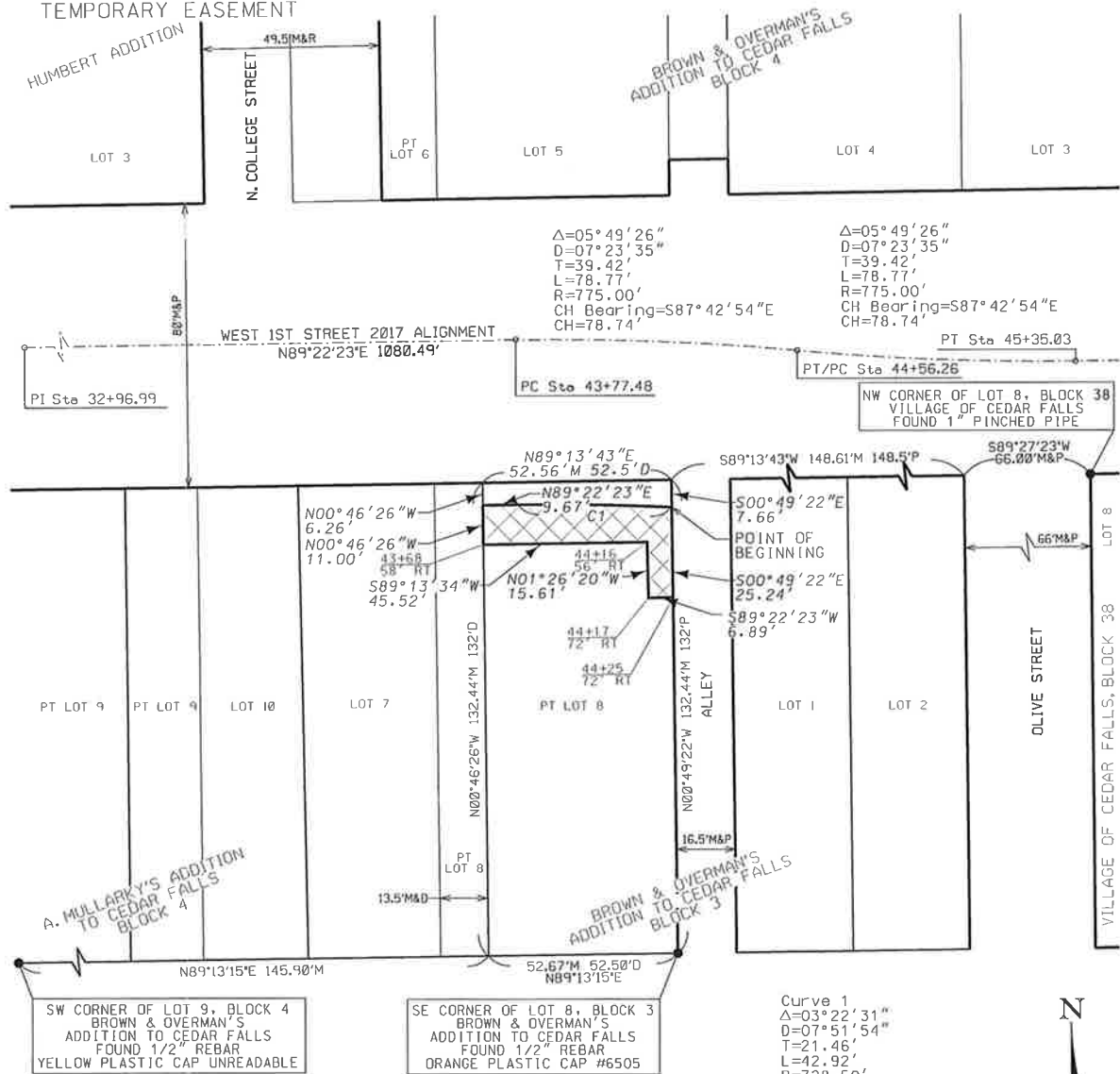
THE NORTH LINE OF BLOCK 3 OF BROWN & OVERMAN'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°13'43" EAST.

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"



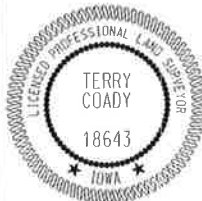
COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 53
SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE _____ AC, EASE 666 SF 0.02 AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM DARYL L. SANDERS

CITY OF CEDAR FALLS, IOWA
TEMPORARY EASEMENT



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 12-7-2018
TERRY COADY DATE:
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: _____
EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED _____

DATE DRAWN DECEMBER 7, 2018

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 53

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE TEMPORARY EASEMENT DESCRIBED AS FOLLOWS:

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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 3 OF BROWN & OVERMAN'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°13'43" EAST.



CONVERSATION RECORD

SNYDER & ASSOCIATES, INC.

2727 SW Snyder Blvd. / Ankeny, IA 50023 / 515-964-2020, FAX 515-964-7938

CITY OF CEDAR FALLS, IOWA

City of Cedar Falls – West 1st Street / Iowa 57 Reconstruction Project
117.0908.01

Parcel # 53

Owner: Daryl Sanders

Address: 816 W. 1st Street, Cedar Falls, IA 50613

Phone # 319-415-8253

5/7/18 – Compensation Estimate sent to City

5/15/18 – Compensation Estimate Approved

5/16/18 – Mailed Acquisition Packet

5/18/18 – Received Delivery Notice

5/30/18 – Met with Daryl and David Sturch on site. The existing two tiered retaining wall and landscaping are very high quality. The landscaping that the survey showed did not include the amount of plantings involved. Will have the areas staked, order an appraisal and send out revised offer.

6/5/18 – Talked with Daryl to let him know about staking schedule.

6/11/18 – Parcel Staked

8/8/18 – Appraisal Received. Sent to City for review and approval.

8/23/18 – Received approval.

8/24/18 – Mailed REVISED Acquisition Packet.

8/27/18 – Received Delivery Notice

9/6/18 – Left message to call regarding the appraised offer.

9/17/18 – Left message to call.

10/10/18 – Talked with Daryl. Discussed the replacement wall. He feels the property will be reduced in value. HE will send a counter offer.

10/16/18 – Talked with Daryl regarding counter offer. Asked him to provide before Friday 10/19.

V:\Projects\2017\117.0908.01\Design\ROWAcquisition\PARCELS\53 - Daryl L. Sanders\CNVRS RCRD.doc 1



10/24/18 – Left message to Call

11/1/18 – Talked with Daryl. Said he emailed counter offer 10/17. Found it in Snyder & Associates SPAM filter. Forwarded Daryl's request to the city.

11/7/18 – Emailed city and Snyder staff to see how to proceed.

11/9/18 – Asked John Haldeman to let the City know I need to know how to respond to counter-offer.

11/15/18 – Discussed in conference call. John will look into costs and possible payment to Daryl to reconstruct walls/other options.

11/16/18 – John sent email follow-up to conference call


11/20/18 – Conference call scheduled at 11:00 Monday 11/26.

11/21/18 – Received email from Stephanie Sheetz regarding conversation with city attorney

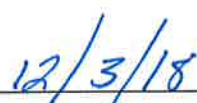
11/26/18 – John Haldeman and I met with Daryl via conference call. Daryl was not at all interested in rebuilding the wall himself. Decision was made to counter back at 10% increase. We explained that the city was willing to offer a 10% increase in the previous offer but would hold firm with that. Also explained that we would mail the Final Offer out today and would need it signed no later than Friday 11/29/18. We explained that this was necessary in the effort to have all agreements in line or condemnation hearings set up so that we could meet deadlines for letting the project so construction could begin on time. Mailed Final Offer To Purchase. Emailed copy to Maria Brownell.

11/28/18 – Received Delivery Notice.

12/3/18 – Transmitted copy of file to Maria Brownell.



Mary Ann Carnock, Right of Way Agent



Date

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET
RECONSTRUCTION PROJECT
(PARCEL 53)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

**ORDER SELECTING AND
APPOINTING COMPENSATION
COMMISSIONERS AND
ALTERNATE COMMISSIONERS
BY THE CHIEF JUDGE OF THE
FIRST JUDICIAL DISTRICT OF
IOWA**

An Application for Condemnation having been filed with me by the City of Cedar Falls, for the selection and appointment, by lot, of six suitable persons as by law provided to act as a Compensation Commission to assess and appraise the damages sustained by reason of the condemnation of certain specified rights in certain land described by Applicant in its Application filed in the above-entitled matter, I hereby DESIGNATE, SELECT and APPOINT as the members of said Compensation Commission required in this matter the following persons:

NAME	ADDRESS	QUALIFICATIONS
1. Elke Gerdes	3321 Cedar Heights Dr Cedar Falls IA 50613	LICENSED REAL ESTATE BROKER/SALESPERSON
2. Lori McNamee	3731 Pheasant Ln Waterloo IA 50701	
1. Ryan Risetter	131 Tower Park Dr #100 Waterloo IA 50702	KNOWLEDGEABLE OF PROPERTY VALUES BY VIRTUE OF OCCUPATION
2. Daryl Smith	306 N. Highland Dr Cedar Falls IA 50613	
1. David Allbaugh	1075 Prospect Blvd Waterloo IA 50701	NON-AGRICULTURAL PROPERTY
2. Ned Deberg	213 Belle St Waterloo IA 50702	

I further DESIGNATE, SELECT and APPOINT the above-named Elke Gerdes to act as Chairperson of said Commission and Lori McNamee is appointed to act as Alternate Chairperson.

Pursuant to Section 6B.5 of the Code of Iowa, one of the above-named Compensation Commissioners shall be subject to challenge without cause by the Applicant and one of the above-named Compensation Commissioners shall be subject to challenge without cause by the party or parties representing the ownership interest of the property being condemned.

I further DESIGNATE, SELECT and APPOINT the following persons to serve as alternate members of said Compensation Commission, to serve in the event that any of the said members having the same qualifications are unable to serve for any reason or in the event any such members are stricken from the panel as by law provided.

NAME	ADDRESS	QUALIFICATIONS
1. Jim Moore	3116 Kimball Ave Waterloo IA 50702	LICENSED REAL ESTATE BROKER/SALESPERSON
2. Bill Ramsey	2623 Falls Ave Waterloo IA 50701	
3. Larry Moser	814 Sheridan Rd Waterloo IA 50701	
4. Gale Shinkle	3321 Cedar Heights Dr Cedar Falls IA 50613	
1. Chris Fischels	3510 Kimball Ave Waterloo IA 50702	KNOWLEDGEABLE OF PROPERTY VALUES BY VIRTUE OF OCCUPATION
2. Jay R. Hall	1801 Orchard Dr Cedar Falls IA 50613	
3. Michael Larson	4020 Bankers Blvd Waterloo IA 50701	
4. Sterling Simonson	242 Tower Park Dr Waterloo IA 50701	
1. Vince McFadden	4657 South Raymond Rd Waterloo IA 50701	NON-AGRICULTURAL PROPERTY
2. Annamae Weems	635 Independence Ave Waterloo IA 50703	
3. Robert Lamb	1156 South Hill Dr. Waterloo IA 50701	


4. Tom Delong 407 W. Williams St. Dunkerton IA 50626

I HEREBY ORDER that upon being informed of a vacancy in the compensation commission, the Sheriff of Black Hawk County, Iowa, shall notify Alternate Commissioners in the order above provided having the same qualifications as the person or persons unable to serve or stricken from the panel, such notification to be given to Alternate Commissioners in the same manner as the original Compensation Commissioners were notified. The Alternate Commissioner first notified who is available to serve as a Compensation Commissioners shall then serve in the place of the commissioner who was unable to serve or who was stricken from the panel. I further direct that the above-named Alternate Commissioners shall not be subject to challenge without cause.

I FURTHER HEREBY ORDER that the Commissioners and such Alternate Commissioners as are hereafter selected by the Sheriff due to the absence or removal of a Commissioner, shall appear at the time and place designated for the meeting of the Compensation Commission in the Notice of Meeting of Compensation Commission to Assess Damages for the Taking of Property, and that prior to said meeting, the above named Commissioners and Alternate Commissioners shall not communicate with the Applicant or the owner or tenant of the property being condemned regarding the condemnation proceedings.

TO THE SHERIFF OF BLACK HAWK COUNTY, IOWA: Attached hereto please find a duplicate of the Application for Condemnation in the above matter.

Dated at Waterloo___, Iowa this 11th day of December, 2018.



Kellyann M. Lekar
Chief Judge of the First
Judicial District of Iowa

01545238-1\10283-162

line of said Lot 8, a distance of 7.66 feet to the point of beginning; thence continuing South 00°49'22" East along said East line, 25.24 feet; thence South 89°22'23" West, 6.89 feet; thence North 01°26'20" West, 15.61 feet; thence South 89°13'34" West, 45.52 feet to the East line of the West 13.50 feet of said Lot 8; thence North 00°46'26" West along said East line of the West 13.50 feet of said Lot 8, a distance of 11.00 feet; thence North 89°22'23" East, 9.67 feet; thence Easterly along a curve concave Southerly whose radius is 728.50 feet, whose arc length is 42.92 feet and whose chord bears South 88°56'21" East, 42.91 feet to the point of beginning and containing 0.02 AC. (666 S.F.)

Property subject to any and all easements of record.

(the "necessary property interest");

All belonging to Veridian Credit Union.

YOU ARE FURTHER NOTIFIED that you will be required to proceed with the appraisal on this date: February 21, 2018, at this time: 9:30 A.M., at the Office of the Sheriff of Black Hawk County, Iowa, 225 E. 6th St., Waterloo, Iowa 50703, and then at this time you will proceed to the site, at which time you shall view the premises and then proceed to appraise the said damages, after which you shall report the results of your appraisal to me.

Dated this date: Jan 15 2019



Tony Thompson
Sheriff of Black Hawk County, Iowa

PLEASE SIGN THE NOTICE ON THE
APPROPRIATE LINE TO THE RIGHT AND
RETURN IT PROMPTLY TO THE SHERIFF
OF BLACK HAWK COUNTY.



I CAN SERVE Elke Gerdes

~~_____
I CAN NOT SERVE~~

01554528

Parcel 53

line of said Lot 8, a distance of 7.66 feet to the point of beginning; thence continuing South 00°49'22" East along said East line, 25.24 feet; thence South 89°22'23" West, 6.89 feet; thence North 01°26'20" West, 15.61 feet; thence South 89°13'34" West, 45.52 feet to the East line of the West 13.50 feet of said Lot 8; thence North 00°46'26" West along said East line of the West 13.50 feet of said Lot 8, a distance of 11.00 feet; thence North 89°22'23" East, 9.67 feet; thence Easterly along a curve concave Southerly whose radius is 728.50 feet, whose arc length is 42.92 feet and whose chord bears South 88°56'21" East, 42.91 feet to the point of beginning and containing 0.02 AC. (666 S.F.)

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Tony Thompson
Sheriff of Black Hawk County, Iowa

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I CAN SERVE Lori McNamee

~~I CAN NOT SERVE~~

01554528

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Tony Thompson
Sheriff of Black Hawk County, Iowa

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OF BLACK HAWK COUNTY.

~~I CAN SERVE~~



Ryan Risetler

~~I CAN NOT SERVE~~



Parcel 53

I can not serve!

01554528

-4-

My apologies I have a work commitment
will be out of town on 2/21/19. Ryan Risetler

405

line of said Lot 8, a distance of 7.66 feet to the point of beginning; thence continuing South 00°49'22" East along said East line, 25.24 feet; thence South 89°22'23" West, 6.89 feet; thence North 01°26'20" West, 15.61 feet; thence South 89°13'34" West, 45.52 feet to the East line of the West 13.50 feet of said Lot 8; thence North 00°46'26" West along said East line of the West 13.50 feet of said Lot 8, a distance of 11.00 feet; thence North 89°22'23" East, 9.67 feet; thence Easterly along a curve concave Southerly whose radius is 728.50 feet, whose arc length is 42.92 feet and whose chord bears South 88°56'21" East, 42.91 feet to the point of beginning and containing 0.02 AC. (666 S.F.)

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Dated this date: Jan 15 2019


Tony Thompson
Sheriff of Black Hawk County, Iowa

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I CAN SERVE Daryl Smith

~~I CAN NOT SERVE~~

01554528

Parcel 53

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Tony Thompson
Sheriff of Black Hawk County, Iowa

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I CAN SERVE Chris Fischels

~~I CAN NOT SERVE~~

Parcel 53

01554528

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Dated this date: Jan 15 2019.


Tony Thompson
Sheriff of Black Hawk County, Iowa

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OF BLACK HAWK COUNTY.

David R Allbaugh 1/21/19
I CAN SERVE David Allbaugh

~~I CANNOT SERVE~~

01554528

Parcel 53

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Dated this date: Jan 15 2019



Tony Thompson
Sheriff of Black Hawk County, Iowa

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OF BLACK HAWK COUNTY.



I CAN SERVE Vince McFadden

~~I CAN NOT SERVE~~

01554528

Parcel 53

<p>IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN PROPERTY FOR THE</p> <p>WEST 1ST STREET RECONSTRUCTION PROJECT (PARCEL 53)</p> <p>BY THE CITY OF CEDAR FALLS, IOWA, APPLICANT</p>	<p>OATH OF COMMISSIONERS (PARCEL 53)</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------

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

Each of the undersigned, being duly sworn, states:

That I do possess the qualifications listed under my name below; and

That I do not possess any interest in the proceeding which would cause me to render a biased decision; and

That I will, to the best of my ability, faithfully and impartially assess the damages which owners, lienholders, encumbrancers, and other persons interested in the land from which certain rights are sought to be appropriated by these proceedings will sustain by reason of the appropriation of the right as set forth and described in the Application now on file in the Office of the Sheriff of Black Hawk County.

That I will make a written report of the assessment of damages to the Sheriff, all as authorized and prescribed in Chapters 6A and 6B, Code of Iowa, and any amendments thereto, and in accordance with the instructions of the Chief Justice of the Supreme Court.

That I will well and truly perform any and all other duties imposed upon me by law as a member of the Compensation Commission selected and appointed to assess said damage.

Elke Gerdes

Elke Gerdes

Licensed real estate person

Lori McNamee

Lori McNamee

Licensed real estate person

Chris Fischels

~~Ryan Risetter~~

Chris Fischels

Otherwise Knowledgeable

Daryl Smith

Otherwise Knowledgeable

David R. Albaugh

David Albaugh

Property Owner

Vince McFadden

Vince McFadden

Property Owner

Subscribed and sworn to before me this date: Feb 21, 2019



Renae Fenske

Notary Public in the State of Iowa

Filed in my office this date: Jan 15, 2019

[Signature]

Sheriff of Black Hawk County, Iowa

01554199

Sheriff's Certification as to Awards and Costs

In the Matter of the Condemnation of Certain Rights in Land by)
CITY OF CEDAR FALLS)
for a Project Located in CEDAR FALLS BLACK HAWK CO)
County, Iowa, known as PARCEL 53)
) Verified Sheriff's fees
) were paid by the City of
) Cedar Falls on 4-2-19 in
) the amount of \$1,535.87
) by check #130546
)

CITY OF CEDAR FALLS, Condemnee

I hereby certify that the commissioners in the above-entitled cause convened in public session at WATERLOO, Iowa, on the 21st day of FEB, 2019, and thereupon proceeded to view the property and said commissioners did thereafter on the 21st day of FEB, 2019, file their report in my office awarding damages as follows:

Name	Amount
DARYL SANDERS	\$15,055.00
GREG HOUSEAL	0
VERDICAN CREDIT UNION	0
BLACK HAWK COUNTY	0
Total Damages Awarded	15,055.00

I further certify that costs incident to this proceeding have been taxed as follows:

Serving notices as listed below:

Date	Name of Person(s) Served	Fee	Mileage	Rate	Amount	Total
1/17/19	Black Hawk County	30.00	1.00			30.00
1/17/19	Greg Houseal	30.00				30.00
1/17/19	Daryl Sanders	30.00				30.00
1/17/19	Verdian Credit Union	30.00				30.00
	TOTAL MILES		50		27.78	27.78

Sheriff, summoning and attending commissioners \$ 200.00
Sheriff, mileage while attending commissioners 18 miles @ .56 \$ 10.00
Sheriff, recording fees to be paid to county recorder postage 10.08
posting/copy 10.50
Sheriff, publication notice of hearing \$ 22.11
Attorney publication of Condemnation 107.62
Sheriff of Black Hawk County, Iowa

Commissioner's Costs

ELKE GERDES of CEDAR FALLS, Iowa

1 day service \$ 200.00
7 miles at .56 cents \$ 3.89
 _____ meals \$ _____
Total \$ 203.89

Lori MCNAMEE of WATERLOO, Iowa

1 day service \$ 200.00
15 miles at .56 cents \$ 8.33
 _____ meals \$ _____
Total \$ 208.33

DARYL SMITH of CEDAR FALLS, Iowa

1 day service \$ ~~200.00~~
 _____ miles at _____ cents *No Show* \$ _____
 _____ meals \$ _____
Total \$ _____

chris FISCHELS of WATERLOO, Iowa

1 day service \$ 200.00
5 miles at .56 cents \$ 2.78
 _____ meals \$ _____
Total \$ 202.78

DAVE ALLBAUGH of WATERLOO, Iowa

1 day service \$ 200.00
7 miles at .56 cents \$ 3.89
 _____ meals \$ _____
Total \$ 203.89

VINCE MCFADDEN of GILBERTVILLE, Iowa

1 day service \$ 200.00
16 miles at .56 cents \$ 8.89
 _____ meals \$ _____
Total \$ 208.89

I certify that the foregoing amounts are legally payable to each claimant and that the claim is correct and just and that payment has not been received.

GRAND TOTAL \$1027.78

Dated this 21 day of Feb., 2019



Sheriff of Black Hawk County, Iowa

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT
(PARCEL 53)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

**COMPENSATION
COMMISSIONER'S STATEMENT**

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served:	\$200.00 per day	\$ 200 ⁰⁰
# of Miles Traveled: 7	\$ 51.56	\$ 3.89
# of Meals Consumed: 0	0	\$
GRAND TOTAL:		\$ 203.89


Commissioner

Mike Gerdes

01554385

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT
(PARCEL 53)

BY THE CITY OF CEDAR FALLS, IOWA

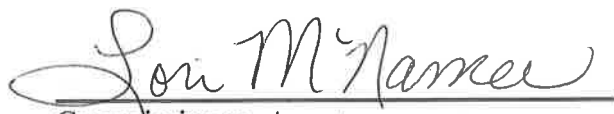
APPLICANT

**COMPENSATION
COMMISSIONER'S STATEMENT**

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served:	\$200.00 per day	\$ 200 ⁰⁰
# of Miles Traveled: 15	\$.56	\$ 8.33
# of Meals Consumed: —		\$
GRAND TOTAL:		\$ 208.33


Commissioner Lori mcnamee

01554385

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT
(PARCEL 53)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

**COMPENSATION
COMMISSIONER'S STATEMENT**

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served:	\$200.00 per day	\$ 0
# of Miles Traveled:	\$	\$ 0
# of Meals Consumed:		\$ 0
GRAND TOTAL:		\$ 0

Commissioner

01554385

* Daryl Smith - no show *

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT
(PARCEL 53)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

**COMPENSATION
COMMISSIONER'S STATEMENT**

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served:	\$200.00 per day	\$ 200 ⁰⁰
# of Miles Traveled: 5 miles	\$.56	\$ 2.78
# of Meals Consumed: —		\$
GRAND TOTAL:		\$ 202.78

Commissioner


Chris Fischels

01554385

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT
(PARCEL 53)

BY THE CITY OF CEDAR FALLS, IOWA


APPLICANT

**COMPENSATION
COMMISSIONER'S STATEMENT**

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served:	\$200.00 per day	\$ 200. ⁰⁰
# of Miles Traveled: 7 mi.	\$.56	\$ 3.89
# of Meals Consumed: 0		\$
GRAND TOTAL:		\$ 203.89


Commissioner

2/21/19 Dave Allbaugh

01554385

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT
(PARCEL 53)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

**COMPENSATION
COMMISSIONER'S STATEMENT**

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served:	\$200.00 per day	\$ 200 ⁰⁰
# of Miles Traveled: 16	\$.56	\$ 8.89
# of Meals Consumed:	0	\$
GRAND TOTAL:		\$ 208.89


Commissioner
Vince McFadden

01554385

IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA)
) SS
 BLACK HAWK COUNTY)

Docket No 217227
 Court No 529
 Reference No RENAE
 Received 01/04/2019

PLAINTIFF : CITY OF CEDAR FALLS

vs.

DEFENDANT : SANDERS,DARYL LEE

DEFENDANT : VERIDIAN CREDIT UNION

DEFENDANT : HOUSEAL,GREGORY ALAN

DEFENDANT : BLACK HAWK COUNTY IOWA

PARCEL 53
 FEB 21, 2019 9:30AM

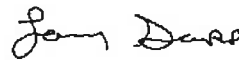
SERVED PARTY

Name SANDERS,DARYL LEE Party Type DEFENDANT
 Address 816 W 1ST ST, CEDAR FALLS, IA, 50613

SERVICE INFORMATION

Document(s)					
CONDEMNATION NOTICE					
Type of Service PERSONAL			Status SERVED		
By Serving SANDERS,DARYL LEE					
Location 816 W 1ST ST, CEDAR FALLS, IA 50613					
Comments					
Date	Time	Officer	Mileage	Minutes	Notes
01/17/2019	20:10	S2651 • LARRY SAPP	0	0	
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa



Deputy Sheriff or Designee

Date

IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA)
) SS
 BLACK HAWK COUNTY)

Docket No 217227
 Court No 529
 Reference No RENAE
 Received 01/04/2019

PLAINTIFF: CITY OF CEDAR FALLS

vs.

DEFENDANT: SANDERS, DARYL LEE

DEFENDANT: VERIDIAN CREDIT UNION

DEFENDANT: HOUSEAL, GREGORY ALAN

DEFENDANT: BLACK HAWK COUNTY IOWA

PARCEL 53
 FEB 21, 2019 9:30AM

SERVED PARTY

Name VERIDIAN CREDIT UNION Party Type DEFENDANT
 Address 1827 ANSBOROUGH AVE, WATERLOO, IA

SERVICE INFORMATION

Document(s)					
CONDEMNATION NOTICE					
Type of Service	CORPORATION			Status	SERVED
By Serving	TAMMY FOUTS			Race	
Relationship	RECEPTIONIST			Sex	
Location	1827 ANSBOROUGH AVE, WATERLOO, IOWA			Birth Date	
Comments					
Date	Time	Officer	Mileage	Minutes	Notes
Service► 01/17/2019	9:45	P6859 • JAY PODHASKI			
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa


 Deputy Sheriff or Designee

Date

IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA)
) SS
 BLACK HAWK COUNTY)

Docket No 217227
 Court No 529
 Reference No RENAE
 Received 01/04/2019

PLAINTIFF: CITY OF CEDAR FALLS

vs.

DEFENDANT: SANDERS,DARYL LEE

DEFENDANT: VERIDIAN CREDIT UNION

DEFENDANT: HOUSEAL,GREGORY ALAN

DEFENDANT: BLACK HAWK COUNTY IOWA

PARCEL 53
 FEB 21, 2019 9:30AM

SERVED PARTY

Name HOUSEAL,GREGORY ALAN Party Type DEFENDANT
 Address 817 W 2ND ST, CEDAR FALLS, IA, 50613

SERVICE INFORMATION

Document(s)					
CONDEMNATION NOTICE					
Type of Service PERSONAL			Status SERVED		
By Serving HOUSEAL,GREGORY ALAN					
Location 817 W 2ND ST, CEDAR FALLS, IA 50613					
Comments					
Date	Time	Officer	Mileage	Minutes	Notes
01/17/2019	13:15	P6859 • JAY PODHASKI	0	0	
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa


 Deputy Sheriff or Designee

Date

IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA)
) SS
 BLACK HAWK COUNTY)

Docket No 217227
 Court No 529
 Reference No RENAE
 Received 01/04/2019

PLAINTIFF: CITY OF CEDAR FALLS

vs.

DEFENDANT: SANDERS,DARYL LEE

DEFENDANT: VERIDIAN CREDIT UNION

DEFENDANT: HOUSEAL,GREGORY ALAN

DEFENDANT: BLACK HAWK COUNTY IOWA

PARCEL 53
 FEB 21, 2019 9:30AM

SERVED PARTY

Name **BLACK HAWK COUNTY IOWA** Party Type **DEFENDANT**
 Address 316 E 5TH ST, WATERLOO, IA

SERVICE INFORMATION

Document(s)

CONDEMNATION NOTICE

Type of Service **OFFICIAL** Status **SERVED**
 By Serving HELEN STEFFEN Race
 Relationship MANAGER Sex
 Location BHC AUDITOR'S OFFICE, WATERLOO Birth Date
 Comments

Date	Time	Officer	Mileage	Minutes	Notes
01/17/2019	9:20	T0681 • JASON TERRONES	0	0	
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa



Deputy Sheriff or Designee

Date

STATE OF IOWA, }

Black Hawk County, SS

NOTICE OF APPRAISEMENT HEARING
AND PUBLIC MEETING OF
COMPENSATION COMMISSION TO
ASSESS DAMAGES
In the Matter of the Condemnation
Of Certain Rights in Property for the
West 1st Street Reconstruction Project
Parcel 53
By the City of Cedar Falls, Iowa
Property address is: 816 W 1st St., Cedar
Falls, Iowa 50613
TO: ELKE GERDES, LORI MCNAMEE,
CHRIS FISCHELS, DARYL SMITH, DA-
VID ALLBAUGH AND VINCE MCFAD-
DEN
An Application of Condemnation, having
been presented to the Chief Judge of the
Judicial District, requesting the appoint-
ment of six (6) qualified persons as a
Condemnation Commission;
WHEREAS, such an appointment has
been filed in my office and whereas you
have been appointed and selected as
such Condemnation Commissioners;
NOW THEREFORE, you are commanded
to be and appear before the undersigned
at the Office of the Sheriff of Black Hawk
County, Iowa, at 225 E. 6th St., Waterloo,
Iowa on the 21ST day of FEBRUARY,
2019 at the hour of 9:30AM for the
purpose of qualifying as such commis-
sioner, and proceed to view said
premises and make an award of damages
as provided by law. Prior to the meeting
of the commission, the commission or a
commissioner shall not communicate with
the applicant, property owner, or tenant,
or their agents, regarding the condemna-
tion proceedings.
FAIL NOT TO MAKE YOUR APPEAR-
ANCE UNDER PENALTY OF THE LAW.
This notice published pursuant to Section
6B.11, Code of Iowa
ANTHONY THOMPSON, SHERIFF
BLACK HAWK COUNTY, IOWA

I do solemnly swear that the annexed copy of
Legal- Sheriff's Office

Notice of Appraisement Hearing and Public
Meeting of Compensation Commission: Parcel 53

Notice was published in the Waterloo-Cedar Falls
Courier, a daily newspaper printed in Waterloo, Black
Hawk County, Iowa, for one time commencing on the
4th day of February, 2019 in the name of said
newspaper, and that the annexed rate of advertised is
the regular legal rate of said newspaper, and that the
following is a correct bill for publishing said notice.

Printer's Bill \$22.11

U. White Keller

Signed

Subscribed and sworn to before me this 11

Day of February A.D., 20 19

Brenda L. Huntley

Notary Public

Received of _____

the sum of _____

Dollars.

In full for publication of the above notice.



STATE OF IOWA, }

Black Hawk County, SS

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN PROPERTY FOR THE WEST 1ST STREET RECONSTRUCTION PROJECT (PARCEL 53)

BY THE CITY OF CEDAR FALLS, IOWA APPLICANT

NOTICE OF PUBLIC MEETING OF COMPENSATION COMMISSIONERS FOR APPRAISING DAMAGES

TO: Members of the public, representatives of the media that have requested notice of public meetings, and all other persons, companies or corporations having any interest in or owning any of the following described real estate, to wit: The property affected by the project is legally described as follows:

The Fee Simple title granted is to land described as follows:

A part of Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northwest corner of Lot 8 of, Block 38, Village of Cedar Falls; thence South 89°27'23" West, 66.00 feet to the Northeast corner of Lot 2 of, Block 3, Brown & Overman's Addition to Cedar Falls; thence South 89°13'43" West along the North line of said Block 3, Brown & Overman's Addition to Cedar Falls, 148.61 feet to the Northeast corner of said Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls and to the point of beginning; thence South 00°49'22" East along the East line of said Lot 8, a distance of 7.66 feet; thence Westerly along a curve concave Southerly whose radius is 728.50 feet, whose arc length is 42.92 feet and whose chord bears North 86°56'21" West, 42.91 feet; thence South 89°22'23" West, 9.67 feet to the East line of the West 13.50 feet of said Lot 8; thence North 00°46'26" West along said East line, 6.26 feet to the Northeast corner of said West 13.50 feet of Lot 8; thence North 89°13'43" East along the North line of said Lot 8, a distance of 52.56 feet to the point of beginning and containing 0.008 AC. (351 S.F.)

Property subject to any and all easements of record; and
The temporary easement described as follows:

A part of Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northwest corner of Lot 8 of, Block 38, Village of Cedar Falls; thence South 89°27'23" West, 66.00 feet to the Northeast corner of Lot 2 of, Block 3, Brown & Overman's Addition to Cedar Falls; thence South 89°13'43" West along the North line of said Block 3, Brown & Overman's Addition to Cedar Falls, 148.61 feet to the Northeast corner of said Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls; thence South 00°49'22" East along the East line of said Lot 8, a distance of 7.66 feet to the point of beginning; thence continuing South 00°49'22" East along said East line, 25.24 feet; thence South 89°22'23" West, 6.89 feet; thence North 01°26'20" West, 15.61 feet; thence South 89°13'34" West, 45.52 feet to the East line of the West 13.50 feet of said Lot 8; thence North 00°46'26" West along said East line of the West 13.50 feet of said Lot 8, a distance of 11.00 feet; thence North 89°22'23" East, 9.67 feet; thence Easterly along a curve concave Southerly whose radius is 728.50 feet, whose arc length is 42.92 feet and whose chord bears South 88°56'21" East, 42.91 feet to the point of beginning and containing 0.02 AC. (666 S.F.)

Property subject to any and all easements of record.

(the "necessary property interest").
The necessary property interest sought to be acquired for the project is legally described as follows:

The Fee Simple title granted is to land described as follows:

A part of Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northwest corner of Lot 8 of, Block 38, Village of Cedar Falls; thence South 89°27'23" West, 66.00 feet to the Northeast corner of Lot 2 of, Block 3, Brown & Overman's Addition to Cedar Falls; thence South 89°13'43" West along the North line of said Block 3, Brown & Overman's Addition to Cedar Falls, 148.61 feet to the Northeast corner of said Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls and to the point of beginning; thence South 00°49'22" East along the East line of said Lot 8, a distance of 7.66 feet; thence Westerly along a curve concave Southerly whose radius is 728.50 feet, whose arc length is 42.92 feet and whose chord bears North 86°56'21" West, 42.91 feet; thence South 89°22'23" West, 9.67 feet to the East line of the West 13.50 feet of said Lot 8; thence North 00°46'26" West along said East line, 6.26 feet to the Northeast corner of said West 13.50 feet of Lot 8; thence North 89°13'43" East along the North line of said Lot 8, a distance of 52.56 feet to the point of beginning and containing 0.008 AC. (351 S.F.)

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Commencing at the Northwest corner of Lot 8 of, Block 38, Village of Cedar Falls; thence South 89°27'23" West, 66.00 feet to the Northeast corner of Lot 2 of, Block 3, Brown & Overman's Addition to Cedar Falls; thence South 89°13'43" West along the North line of said Block 3, Brown & Overman's Addition to Cedar Falls, 148.61 feet to the Northeast corner of said Lot 8 of, Block 3, Brown & Overman's Addition to Cedar Falls; thence South 00°49'22" East along the East line of said Lot 8, a distance of 7.66 feet to the point of beginning; thence continuing South 00°49'22" East along said East line, 25.24 feet; thence South 89°22'23" West, 6.89 feet; thence North 01°26'20" West, 15.61 feet; thence South 89°13'34" West, 45.52 feet to the East line of the West 13.50 feet of said Lot 8; thence North 00°46'26" West along said East line of the West 13.50 feet of said Lot 8, a distance of 11.00 feet; thence North 89°22'23" East, 9.67 feet; thence Easterly along a curve concave Southerly whose radius is 728.50 feet, whose arc length is 42.92 feet and whose chord bears South 88°56'21" East, 42.91 feet to the point of beginning and containing 0.02 AC. (666 S.F.)

Property subject to any and all easements of record.

(the "necessary property interest").
YOU ARE HEREBY NOTIFIED that the City of Cedar Falls, desires the condemnation of a temporary easement with respect to the above described property. That such condemnation is sought for the purposes of reconstruction of West 1st Street (hereinafter, the "public purpose") for the project.

That a commission has been appointed as provided by law for the purpose of appraising the damages which will be caused by said condemnation.

That said commissioners will, on the date, at the time, and at the location specified below, meet and there proceed to view said premises and proceed to appraise said damages, at which time you may appear before the commissioners if you care to do so. This meeting shall be deemed to constitute a public meeting to be conducted in accordance with the provisions of Chapter 21, Code of Iowa, as amended, and any successor provision thereto. The Commissioners may close said meeting for purposes of deliberation in accordance with the provisions of sections 21.5 and 6B.14, Code of Iowa, as amended, and any successor provisions thereto.

I do solemnly swear that the annexed copy of Legal- Sheriff's Office

In the Matter of the Condemnation: Parcel 53

Notice was published in the Waterloo-Cedar Falls Courier, a daily newspaper printed in Waterloo, Black Hawk County, Iowa, for one time commencing on the 4th day of February, 2019 in the name of said newspaper, and that the annexed rate of advertised is the regular legal rate of said newspaper, and that the following is a correct bill for publishing said notice.

Printer's Bill \$107.62

A. John Keller

Signed

Subscribed and sworn to before me this 11

Day of February A.D., 2019

Bruce With

Notary Public

Received of

the sum of

Dollars.

In full for publication of the above notice.

TIME OF MEETING: 9:30 A.M.
LOCATION OF MEETING: Black Hawk County Sheriff's Office
225 E. 6th St.
Waterloo, IA 50703
TAKE NOTICE AND GOVERN YOURSELVES ACCORDINGLY,
Tony Thompson
Sheriff of Black Hawk County, Iowa



Date: 11/26/2018

PROJECT: WEST 1st STREET - IA 57 RECONSTRUCTION

PROJECT NUMBER: STP-57-2(28)—2C-07

PARCEL NUMBER 53 – Daryl Sanders

FINAL OFFER TO PURCHASE

OWNER Daryl L. Sanders

ADDRESS 816 West 1st Street, Cedar Falls, IA 50613

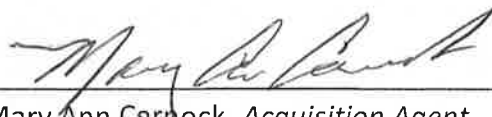
In an effort to provide good faith negotiations and reach an agreement The CITY OF CEDAR FALLS presents to you a final offer of \$9,020.00, which represents the established market value of the right-of-way fee acquisition, landscaping and temporary grading easement for construction required from your property.

Items to note:

- ***All negotiated design modifications and additional compensation above the initial appraisal will be reverted back to the original design and offer if this parcel proceeds to condemnation.***
- ***This offer includes removal and replacement of retaining walls by the City.***

This final offer expires on November 30th, 2018.

By



Mary Ann Carnock, Acquisition Agent
Snyder & Associates, Inc.

On behalf of the CITY OF CEDAR FALLS

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 816 W. 1st St. COUNTY TAX PARCEL NO.8914-12-152-002
PARCEL NO. 53
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between Daryl L. Sanders, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition
See attached

Temporary Easement
See attached

and which include the following improvements of whatever type situated on the premises:

_____.

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ _____	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>9,020.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres sq. ft. = square feet

Land by Fee Title	<u>351</u>	sq. ft.	\$ <u>3,159.00</u>
Permanent Utility Easement	_____	sq. ft.	\$ _____
Temporary Easement	<u>666</u>	sq. ft.	\$ <u>959.00</u>
Miscellaneous/Other	<u>landscaping</u>		\$ <u>4,096.00</u>
Buildings			\$ _____
Administrative Settlement			\$ <u>820.00</u>

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except:
NONE.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: _____

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint

tenancy has not been destroyed by operation of law or acts of the Seller.

11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Daryl L. Sanders Date

Spouse Date

For an acknowledgment in an individual capacity:

State of _____

County of _____

This record was acknowledged before me on _____, 2018

by _____ Name(s) of individual(s)

Signature of notarial officer

Printed name of notarial officer

My commission expires

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

<p>IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN PROPERTY FOR THE</p> <p>WEST 1ST STREET RECONSTRUCTION PROJECT</p> <p>BY THE CITY OF CEDAR FALLS, IOWA (PARCEL 70)</p> <p>APPLICANT</p>	<p>REPORT OF COMPENSATION COMMISSIONERS</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------

We, the undersigned, being the duly appointed and qualified Compensation Commission appointed in the above-entitled matter, met on this date: February 19, 2019 and assessed and appraised the damages sustained as a result of the condemnation of the following described necessary property interest real estate for the purposes of the West 1st Street Reconstruction Project, located in Black Hawk County, Iowa, to-wit:

The Fee simple title granted is to land described as follows:

A part of Lot 1 of, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Beginning at the Northeast corner of said Lot 1, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence; South 00°50'15" East along the East line of said Lot 1, a distance of 30.11 feet; thence Northwesterly along a curve concave Southwesterly whose radius is 20.00 feet, whose arc length is 31.35 feet and whose chord bears North 45°44'25" West, 28.24 feet; thence South 89°35'56" West, 40.14 feet to the East line of the West 6.00 feet of the North 45.00 feet of said Lot 1; thence North 00°38'05" West along said East line, 10.00 feet to the Northeast corner of said West 6.00 feet of the North 45.00 feet of Lot 1; thence North 89°21'22" East along the North line of said Lot 1, a distance of 60.03 feet to the point of beginning and containing 0.02 AC. (693 S.F.)

Property subject to any and all easements of record; and

The Temporary easement described as follows:

A part of Lot 1 of, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an

official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northeast corner of said Lot 1, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence South 00°50'15" East along the East line of said Lot 1, a distance of 30.11 feet to the point of beginning; thence continuing South 00°50'15" East along said East line, 23.95 feet; thence North 90°00'00" West, 10.13 feet; thence North 00°41'53" West, 23.72 feet; thence South 89°35'56" West, 50.07 feet to the East line of the West 6.00 feet of the North 45.00 feet of said Lot 1; thence North 00°38'05" West along said East line, 20.00 feet; thence North 89°35'56" East, 40.14 feet; thence Southeasterly along a curve concave Southwesterly whose radius is 20.00 feet, whose arc length is 31.35 feet and whose chord bears South 45°44'25" East, 28.24 feet to the point of beginning and containing 0.03 AC. (1,358 S.F.)

Property subject to any and all easements of record.

(the "necessary property interest").

The necessary property interest sought to be acquired for the project is legally described as follows:

The Fee simple title granted is to land described as follows:

A part of Lot 1 of, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Beginning at the Northeast corner of said Lot 1, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence; South 00°50'15" East along the East line of said Lot 1, a distance of 30.11 feet; thence Northwesterly along a curve concave Southwesterly whose radius is 20.00 feet, whose arc length is 31.35 feet and whose chord bears North 45°44'25" West, 28.24 feet; thence South 89°35'56" West, 40.14 feet to the East line of the West 6.00 feet of the North 45.00 feet of said Lot 1; thence North 00°38'05" West along said East line, 10.00 feet to the Northeast corner of said West 6.00 feet of the North 45.00 feet of Lot 1; thence North 89°21'22" East along the North line of said Lot 1, a distance of 60.03 feet to the point of beginning and containing 0.02 AC. (693 S.F.)

Property subject to any and all easements of record; and

The Temporary easement described as follows:

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Property subject to any and all easements of record.

(the "necessary property interest");


Damages for Michael R. Arcuri and Barbara A. Arcuri	\$ <u>12,200.⁰⁰</u>
Damages for Michael Arcuri Dentistry	\$ <u>0</u>
Damages for Black Hawk County, Iowa	\$ <u>0</u>

The Commission also finds Michael R. Arcuri and Barbara A. Arcuri (are)/(are not) entitled to attorney fees in the sum of \$ ~~0~~.

The Commission also finds Michael Arcuri Dentistry (is)/(is not) entitled to attorney fees in the sum of \$ ~~0~~.


The Commission also finds Black Hawk County, Iowa (is)/(is not) entitled to attorney fees in the sum of \$ ~~0~~.


Dated this date: 2-19-19.


Commissioner


Commissioner


Commissioner


Commissioner


Commissioner


Commissioner

*Any dissenting commissioner must sign and file a written report with the Sheriff at the time this report is filed.

Mailed by ordinary mail to:

Michael R. Arcuri and Barbara A. Arcuri
1304 W. 1st Street
Cedar Falls, IA 50613

Michael Arcuri Dentistry
1304 W. 1st Street
Cedar Falls, IA 50613

Black Hawk County, Iowa
Attention: County Auditor
Courthouse
316 East 5th Street
Waterloo, Iowa 50703

With a copy to:

Maria Brownell
100 Court Ave.
Suite 600
Des Moines, IA 50319
Attorney for Applicant
City of Cedar Falls, Iowa

on this date:

Feb 19, 2019


Sheriff of Black Hawk County, Iowa pf

01553725

* City of Cedar Falls 220 Clay St Cedar Falls IA 50603

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT

BY THE CITY OF CEDAR FALLS, IOWA,
(PARCEL 70)

APPLICANT

AFFIDAVIT OF FINAL OFFER
(Hearing Date February 19, 2019)

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, Brian DePrez, after first being duly sworn on oath depose and say:

17.60
That I am the acquisition agent designated by the City of Cedar Falls, Iowa, to negotiate the purchase of property interests necessary for the City's West 1st Street Reconstruction Project; that as such official I am familiar with the negotiations in regard to these proceedings. Attached hereto as Exhibit A and by this reference made a part hereof is a copy of the final offer made for the acquisition of the described interests to Michael and Barbara Acuri, holders of fee title, being in the total amount of \$ \$11,400.00 for the acquisition by the City of Cedar Falls, Iowa, of a fee simple and temporary easement, (the Aneccessary property interests") in the following described real estate located in Black Hawk County, Iowa, to-wit:

The Fee Simple title granted is to land described as follows:

A part of Lot 1 of, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Beginning at the Northeast corner of said Lot 1, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence; South 00°50'15" East along the East line of said Lot 1, a distance of 30.11 feet; thence Northwesterly along a curve concave Southwesterly whose radius is 20.00 feet, whose arc length is 31.35 feet and whose chord bears North

45°44'25" West, 28.24 feet; thence South 89°35'56" West, 40.14 feet to the East line of the West 6.00 feet of the North 45.00 feet of said Lot 1; thence North 00°38'05" West along said East line, 10.00 feet to the Northeast corner of said West 6.00 feet of the North 45.00 feet of Lot 1; thence North 89°21'22" East along the North line of said Lot 1, a distance of 60.03 feet to the point of beginning and containing 0.02 AC. (693 S.F.)

Property subject to any and all easements of record; and

The temporary easement described as follows:

A part of Lot 1 of, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northeast corner of said Lot 1, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence South 00°50'15" East along the East line of said Lot 1, a distance of 30.11 feet to the point of beginning; thence continuing South 00°50'15" East along said East line, 23.95 feet; thence North 90°00'00" West, 10.13 feet; thence North 00°41'53" West, 23.72 feet; thence South 89°35'56" West, 50.07 feet to the East line of the West 6.00 feet of the North 45.00 feet of said Lot 1; thence North 00°38'05" West along said East line, 20.00 feet; thence North 89°35'56" East, 40.14 feet; thence Southeasterly along a curve concave Southwesterly whose radius is 20.00 feet, whose arc length is 31.35 feet and whose chord bears South 45°44'25" East, 28.24 feet to the point of beginning and containing 0.03 AC. (1,358 S.F.)

Property subject to any and all easements of record.

(the "necessary property interest").

Nothing was offered to any other party who may have or claim an interest in the above-described real estate except as follows:

NONE.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct. This certification is made pursuant to Iowa Code § 622.1.

Dated this 18 day of Feb., 2019.



ACQUISITION AGENT, CITY OF CEDAR FALLS, IOWA

Subscribed and sworn to before me this 18 day of Feb, 2019.



Connie L. Richard

Notary Public in and for the
State of Iowa

01565534-1\10283-162

Date: 11/20/18

PROJECT: WEST 1st STREET - IA 57 RECONSTRUCTION

PROJECT NUMBER: STP-57-2(28)—2C-07

PARCEL NUMBER 70

FINAL OFFER TO PURCHASE

OWNER Michael & Barbara Arcuri

ADDRESS 1304 W. 1st Street, Cedar Falls, IA 50613

In an effort to provide good faith negotiations and reach an agreement The CITY OF CEDAR FALLS presents to you a final offer of \$ 11,400.00, which represents the established market value of the right-of-way fee acquisition, paving/wall and temporary grading easement for construction required from your property.

Items to note: All negotiated design modifications and additional compensation above the initial appraisal will be reverted back to the original design and offer if this parcel proceeds to condemnation.

This final offer expires on November 29th, 2018.

By 
Brian DePrez, Acquisition Agent
Snyder & Associates, Inc.
On behalf of the CITY OF CEDAR FALLS

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT

BY THE CITY OF CEDAR FALLS, IOWA,
(PARCEL 70)

APPLICANT

**NOTICE OF APPRAISEMENT
OF DAMAGES AND TIME FOR
APPEAL**

TO: Michael R. Arcuri and Barbara A. Arcuri
1304 W. 1st Street
Cedar Falls, IA 50613

Michael Arcuri Dentistry
c/o Pat Galles
Correll Sheerer Benson Engels Galles &
Demro, P.L.C.
411 Main St., PO Box 842
Cedar Falls, IA 50613

Black Hawk County, Iowa
Attention: County Auditor
Courthouse
316 East 5th Street
Waterloo, Iowa 50703

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the duly appointed and qualified Compensation Commissioners appointed in the above-entitled matter, met on February 14, 2019, and assessed and appraised the damages sustained by each of you as a result of the condemnation of a fee simple and temporary easement in real property for the West 1st Street Reconstruction Project, said real property located in Black Hawk County, Iowa, described as follows:

The Fee simple title granted is to land described as follows:

A part of Lot 1 of, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black

Hawk County, Iowa and described as follows:

Beginning at the Northeast corner of said Lot 1, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence; South $00^{\circ}50'15''$ East along the East line of said Lot 1, a distance of 30.11 feet; thence Northwesterly along a curve concave Southwesterly whose radius is 20.00 feet, whose arc length is 31.35 feet and whose chord bears North $45^{\circ}44'25''$ West, 28.24 feet; thence South $89^{\circ}35'56''$ West, 40.14 feet to the East line of the West 6.00 feet of the North 45.00 feet of said Lot 1; thence North $00^{\circ}38'05''$ West along said East line, 10.00 feet to the Northeast corner of said West 6.00 feet of the North 45.00 feet of Lot 1; thence North $89^{\circ}21'22''$ East along the North line of said Lot 1, a distance of 60.03 feet to the point of beginning and containing 0.02 AC. (693 S.F.)

Property subject to any and all easements of record; and

The Temporary easement described as follows:

A part of Lot 1 of, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northeast corner of said Lot 1, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence South $00^{\circ}50'15''$ East along the East line of said Lot 1, a distance of 30.11 feet to the point of beginning; thence continuing South $00^{\circ}50'15''$ East along said East line, 23.95 feet; thence North $90^{\circ}00'00''$ West, 10.13 feet; thence North $00^{\circ}41'53''$ West, 23.72 feet; thence South $89^{\circ}35'56''$ West, 50.07 feet to the East line of the West 6.00 feet of the North 45.00 feet of said Lot 1; thence North $00^{\circ}38'05''$ West along said East line, 20.00 feet; thence North $89^{\circ}35'56''$ East, 40.14 feet; thence Southeasterly along a curve concave Southwesterly whose radius is 20.00 feet, whose arc length is 31.35 feet and whose chord bears South $45^{\circ}44'25''$ East, 28.24 feet to the point of beginning and containing 0.03 AC. (1,358 S.F.)

Property subject to any and all easements of record.

(the "necessary property interest").

The necessary property interest sought to be acquired for the project is legally described as follows:

The Fee simple title granted is to land described as follows:

A part of Lot 1 of, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

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Property subject to any and all easements of record; and

The Temporary easement described as follows:

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Property subject to any and all easements of record.

(the "necessary property interest");

Said Commission assessed said damages as follows:

Damages for Michael R. Arcuri and Barbara A. Arcuri

\$ 12,200⁰⁰

Damages for Michael Arcuri Dentistry

\$ 0

Damages for Black Hawk County, Iowa

\$ 0

The Commission also finds Michael R. Arcuri and Barbara A. Arcuri (are)/(are not) entitled to attorney fees in the sum of \$ 0.

The Commission also finds Michael Arcuri Dentistry (is)/(is not) entitled to attorney fees in the sum of \$ 0.

The Commission also finds Black Hawk County, Iowa (is)/(is not) entitled to attorney fees in the sum of \$ 0.

YOU AND EACH OF YOU ARE HEREBY FURTHER NOTIFIED that you may appeal within thirty (30) days from the date of the mailing of this Notice to the District Court in and for the State of Iowa, as provided by law.

Dated this date: Feb 19 2019.

I certify that the forgoing was sent by ordinary mail to the property owner(s) listed below on this date: Feb 19, 2019.

Michael R. Arcuri and Barbara A. Arcuri
1304 W. 1st Street
Cedar Falls, IA 50613

Michael Arcuri Dentistry
c/o Pat Galles
Correll Sheerer Benson Engels Galles
& Demro, P.L.C.
411 Main St., PO Box 842
Cedar Falls, IA 50613

Black Hawk County, Iowa
Attention: County Auditor
Courthouse
316 East 5th Street
Waterloo, Iowa 50703

With a copy to:

Maria Brownell
100 Court Ave.
Suite 600
Des Moines, IA 50319
Attorney for Applicant
City of Cedar Falls, Iowa



Sheriff of Black Hawk County, Iowa

01553734



IOWA FINANCE
AUTHORITY

Feb 19, 2019

9:30 AM

Black Hawk City Sheriff's Office, Waterloo IA

Members Present:

Sandy Stuber Yes - Minutes taken, Secretary

Karl Kelter Yes 12,200.⁰⁰

~~John~~ Yes, in favor of \$12,200

Kathy Warrin Yes for \$12,500

~~Carol Reed~~ Carol Reed (yes)

Jay R. Hall yes

Oath was said, Introductions of
all Commissioners, Attending City members,
appraiser.

Project: W 1st street reconstruction Project
Overview from engineer, Sheriff ~~Drake~~ will
drive us to the sight.

Overview with props were displayed
and explained to all in room.
Sheriff ~~Drake~~ to Sight & officials
explained & pointed out Project & concerns

693
1058
EASE
MENT

235,670



IOWA FINANCE
AUTHORITY

364 Lose

20750 Ft
Current
Front

2

RR

Appraisal was discussed by
Commissioners & appraiser.

Property owner & his Atty reviewed
appraisal & the Sales Comm. approach
@ 25% parking space was affected
noted by his Atty.

Roll call was taken - all present
Motion to discuss & make a verdict.

Motion to come to verdict
2nd by
Motion carried

We awarded \$12,200.00
to them

We all voted & agreed to the
above Amount.

**CERTIFICATE RE APPLICATION FOR APPOINTMENT
OF COMMISSIONERS AND ORDER OF CHIEF JUDGE**

Recorder's Cover Sheet

Preparer Information:

Maria E. Brownell
Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, IA 50309
(515) 243-7611

Taxpayer Information:

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

*** Return Document To:**

Maria E. Brownell
Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, IA 50309

Grantor: NA

Grantee: NA

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

01540170-1\10283-162

✓ 72.00
2 5.00

(77)

14

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT
(PARCEL 70)

BY THE CITY OF CEDAR FALLS, IOWA
APPLICANT

**APPLICATION FOR
CONDEMNATION**

**TO: Kellyann M. Lekar, Chief Judge
First Judicial District**

YOU ARE HEREBY NOTIFIED that the City of Cedar Falls, hereafter "Applicant," a municipal corporation, desires to take, acquire and condemn a permanent easement (hereinafter, "the interest") in the property hereafter described, and together with any and all leasehold interests, easement interests and other legal or equitable interests therein, and together with all structures and appurtenances located upon the property sought to be condemned. The Applicant desires the rights specified in the property sought to be condemned for use for the West 1st Street Reconstruction Project (hereinafter, "the project").

1. PROPERTY AFFECTED; PROPERTY TO BE ACQUIRED; PUBLIC USE OR PURPOSE FOR THE TAKING.

The property in which the necessary property interest is sought to be acquired for the project is shown on the Acquisition Plat attached hereto as Exhibit A and by this reference made a part hereof. The necessary property interest will be used by the Applicant for the public purpose of reconstructing public right-of-way known as West 1st Street (hereinafter, the "public purpose").

The property address is 1304 W. 1st St., Cedar Falls and the necessary interest to be acquired

is described as follows:

The Fee simple title granted is to land described as follows:

A part of Lot 1 of, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Beginning at the Northeast corner of said Lot 1, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence; South 00°50'15" East along the East line of said Lot 1, a distance of 30.11 feet; thence Northwesterly along a curve concave Southwesterly whose radius is 20.00 feet, whose arc length is 31.35 feet and whose chord bears North 45°44'25" West, 28.24 feet; thence South 89°35'56" West, 40.14 feet to the East line of the West 6.00 feet of the North 45.00 feet of said Lot 1; thence North 00°38'05" West along said East line, 10.00 feet to the Northeast corner of said West 6.00 feet of the North 45.00 feet of Lot 1; thence North 89°21'22" East along the North line of said Lot 1, a distance of 60.03 feet to the point of beginning and containing 0.02 AC. (693 S.F.)

Property subject to any and all easements of record; and

The Temporary easement described as follows:

A part of Lot 1 of, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

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Property subject to any and all easements of record.

(the "necessary property interest").

2. NAMES OF RECORD OWNERS AND HOLDERS OF LIENS AND ENCUMBRANCERS OF THE PROPERTY.

The names and addresses of all record owners and holders of liens and encumbrancers with respect the necessary property interest, as far as known, are as follows:

NAMES AND ADDRESSES OF PROPERTY OWNERS

Michael R. Arcuri and Barbara A. Arcuri
1304 W. 1st Street
Cedar Falls, IA 50613

NAMES AND ADDRESSES OF LIENHOLDERS, ENCUMBRANCERS AND LEASEHOLDERS

Michael Arcuri Dentistry
1304 W. 1st Street
Cedar Falls, IA 50613
(tenant)

Black Hawk County, Iowa
Attention: County Auditor
Courthouse
316 East 5th Street
Waterloo, Iowa 50703

3. PROPERTY NECESSARY TO ACHIEVE THE PUBLIC PURPOSE AND PROPERTY PROPOSED TO BE ACQUIRED FOR THE PROJECT.

The attached Acquisition Plat (Exhibit A) identifies the necessary property interest required by the Applicant for the public purpose associated with the project. The Applicant further asserts that the necessary property interest constitutes the necessary minimum amount of property to achieve the public purpose, and that no portion of the property is being acquired as an uneconomic remnant.

4. GOOD FAITH EFFORTS MADE BY THE APPLICANT TO NEGOTIATE THE PURCHASE OF THE NECESSARY PROPERTY INTEREST.

The Applicant represents and warrants that, through its acquisition agent, it has undertaken to negotiate the purchase of the interest from the property owner in good faith.

Attached hereto as Exhibit B and by this reference made a part hereof is a narrative of the City's efforts to negotiate purchase in good faith with Michael R. Arcuri and Barbara A. Arcuri, by and through its authorized acquisition agent, Snyder & Associates, Inc.

On February 5, 2018, the Applicant's City Council adopted a resolution authorizing acquisition.

NOW, THEREFORE, YOU ARE HEREBY REQUESTED to appoint a Compensation Commission to appraise the damages caused by this appropriation; said Commission to consist of six commissioners and six alternate commissioners who shall be residents of Black Hawk County, Iowa. The land sought to be taken is non-agricultural land.

YOU ARE FURTHER REQUESTED to give written notice to the undersigned representative of the Applicant as soon as the commissioners have been appointed.

Dated this 7th day of December, 20 18.

CITY OF CEDAR FALLS, IOWA



Maria E. Brownell (AT0010240)

AHLERS & COONEY, P.C.

100 Court Avenue, Suite 600

Des Moines, Iowa 50309


515/243/7611

515/243/2149 (fax)

Email: mbrownell@ahlerslaw.com

**ATTORNEYS FOR CITY OF CEDAR
FALLS, IOWA**

APPROVED this 10th day of December,
20 18



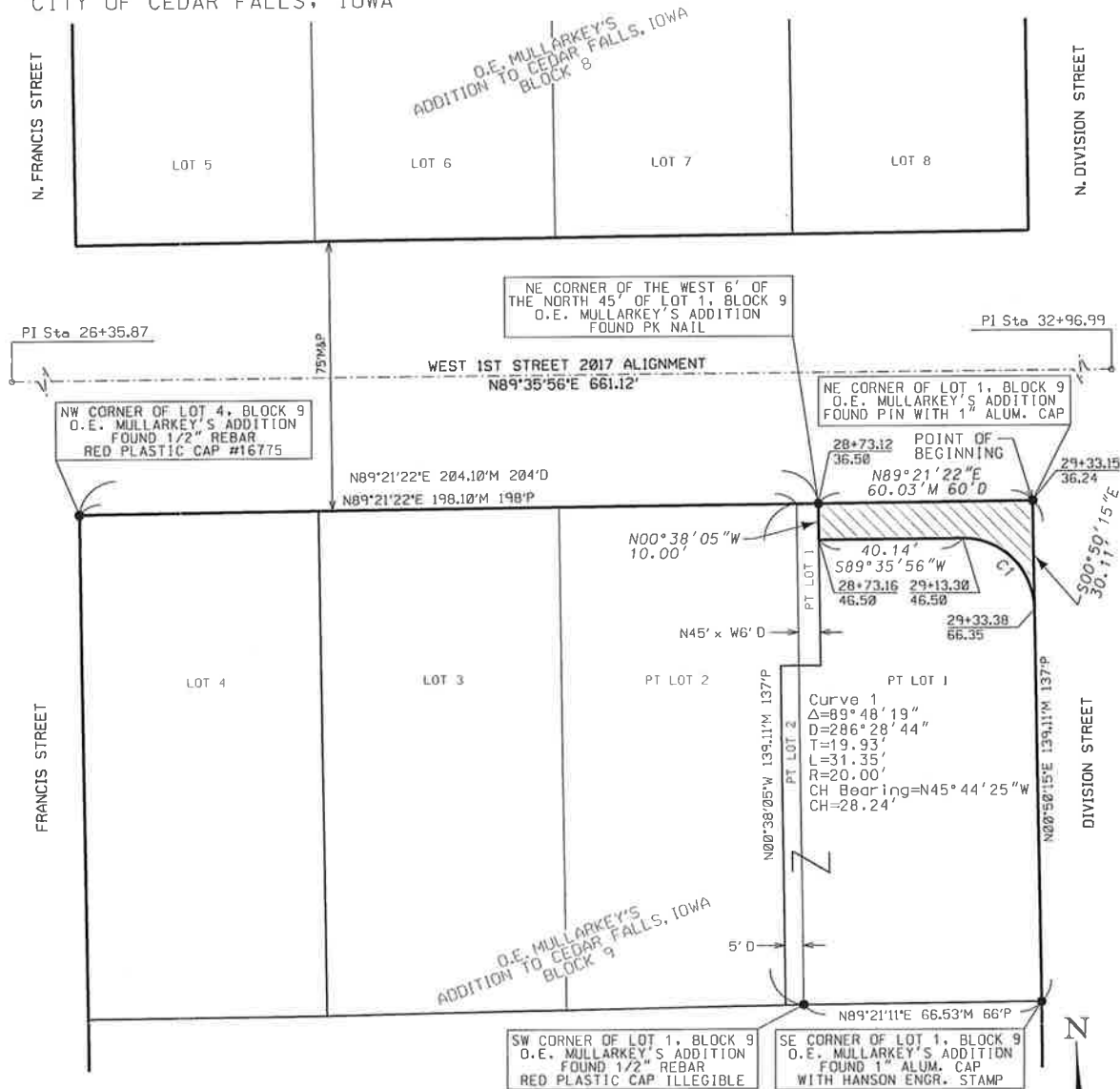
Kellyann M. Lekar, Chief Judge of the
First Judicial District

01543945-1\10283-162

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO.
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 70
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 693 SF 0.02 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 R. ARCURI AND BARBARA A. ARCURI

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 11-29-2018
TERRY COADY DATE:
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED NOVEMBER 29, 2018
DATE DRAWN JANUARY 29, 2018

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 70

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 9, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 9, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA; THENCE; SOUTH 00°50'15" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 30.11 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.35 FEET AND WHOSE CHORD BEARS NORTH 45°44'25" WEST, 28.24 FEET; THENCE SOUTH 89°35'56" WEST, 40.14 FEET TO THE EAST LINE OF THE WEST 6.00 FEET OF THE NORTH 45.00 FEET OF SAID LOT 1; THENCE NORTH 00°38'05" WEST ALONG SAID EAST LINE, 10.00 FEET TO THE NORTHEAST CORNER OF SAID WEST 6.00 FEET OF THE NORTH 45.00 FEET OF LOT 1; THENCE NORTH 89°21'22" EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 60.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (693 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 9 OF O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA ASSUMED TO BEAR NORTH 89°21'22" EAST.

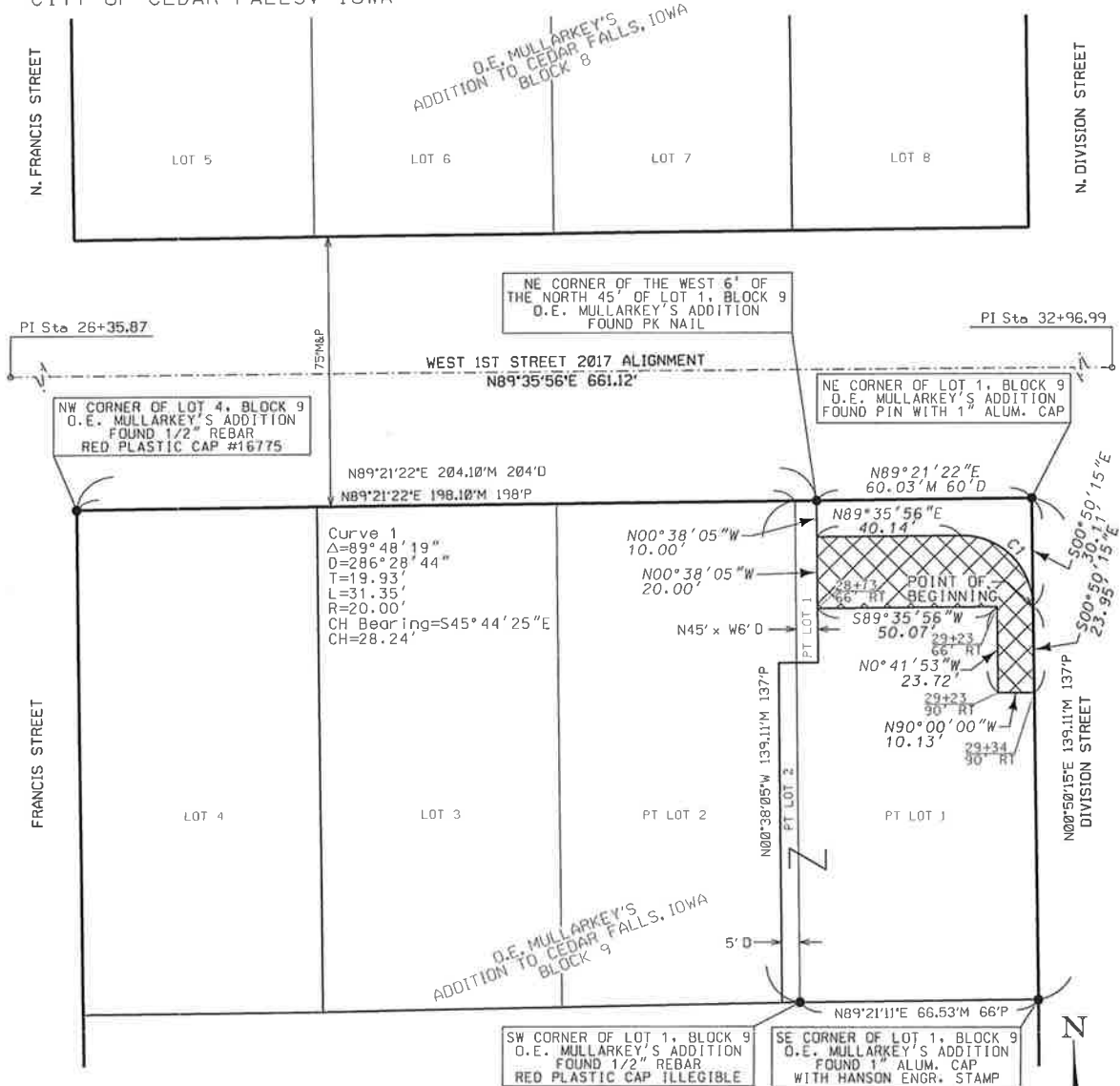
IOWA DEPARTMENT OF TRANSPORTATION

ACQUISITION PLAT

EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. 70
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 70
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE AC, EASE 1.358 SF 0.03 AC EXCESS-FEE AC
 ACCESS RIGHTS ACQUIRED - STA STA MAIN LINE SIDE
 ACCESS RIGHTS ACQUIRED - STA STA SIDE ROAD SIDE
 ACQUIRED FROM MICHAEL R. ARCURI AND BARBARA A. ARCURI

CITY OF CEDAR FALLS, IOWA



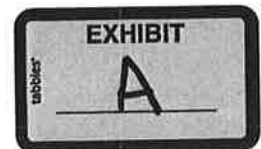
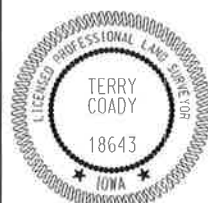
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 11-29-2018
 TERRY COADY DATE:

License number 18643

My License Renewal Date is December 31, 2019

Pages covered by this seal: EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED

DATE DRAWN NOVEMBER 29, 2018

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 70

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE TEMPORARY EASEMENT DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 9, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 9, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA; THENCE SOUTH 00°50'15" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 30.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°50'15" EAST ALONG SAID EAST LINE, 23.95 FEET; THENCE NORTH 90°00'00" WEST, 10.13 FEET; THENCE NORTH 00°41'53" WEST, 23.72 FEET; THENCE SOUTH 89°35'56" WEST, 50.07 FEET TO THE EAST LINE OF THE WEST 6.00 FEET OF THE NORTH 45.00 FEET OF SAID LOT 1; THENCE NORTH 00°38'05" WEST ALONG SAID EAST LINE, 20.00 FEET; THENCE NORTH 89°35'56" EAST, 40.14 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.35 FEET AND WHOSE CHORD BEARS SOUTH 45°44'25" EAST, 28.24 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 AC. (1,358 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 9 OF O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA ASSUMED TO BEAR NORTH 89°21'22" EAST.



CONVERSATION RECORD

SNYDER & ASSOCIATES, INC.

2727 SW Snyder Blvd. / Ankeny, IA 50023 / 515-964-2020, FAX 515-964-7938

CITY OF CEDAR FALLS, IOWA

City of Cedar Falls – West 1st Street / Iowa 57 Reconstruction Project
117.0908.01

Parcel # 70

Owner: Michael & Barbara Arcuri

Address: 1304 W. 1st Street, Cedar Falls, IA 50613

Phone # 319-266-9791

B – Office Medical

8/9/18 – Received appraisal

8/23/18 - Approval

8/27/18 – Mailed Acq Packet

9/6/18 – Called, left voice mail to call me

9/7/18 – CLVMTC

9/14/18 – Called, talked to Bobbie (wife), said Michael was looking at the documents.

9/21/18 – stopped by and talked to Bobbie. Said Michael was giving to attorney to look at.

10/16/18 – spoke with Bobbie and she said Michael still had the documents but had not done anything with them.

10/25/18 – called and spoke with receptionist. Ask to have Dr. Arcuri or Bobbie call me.

10/25/18 – Sent final letter to Dr. Arcuri and Bobbie (office)

10/29/18 – received a call from Bobbie requesting a meeting. Set up 11/8 at the office.

11/8/18 – Met with Dr. Arcuri and answered questions on the layout and timing. He was concerned about the reduction in parking lot and showed him where the new boundaries would be. Also explained that access would remain except a short period of time for the entrance to cure. Was concerned about reduction in entrance width and assured him it wasn't being reduced. Would send construction drawings. Wanted to make sure the posts were saved to put back in. Asked him if there was any other concerns or issues and he said there wasn't. Would send information once I got back to the office.

11/9/18 – Emailed Construction drawing and Easement language to mracuri@cfu.net that answers the questions and concerns.

11/15/18 – Called and spoke to Bobbi. She said the email did not come thru. Re-emailed it to her again.

Asked to meet tomorrow and said they were not available. Asked to get a resolution that I need to get this to the city. They said it was still with their attorney and the value was nowhere near where it needed to be – big effect on the resale of the property. She said she'd get back to me.

11/20/18 – Sent Final Letter with Nov 28, 2018 end date to send file to city

11/28/18 – preparing file to send to city.

ROW Agent - BRIAN DePREZ

11/28/18
Date



456

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET
RECONSTRUCTION PROJECT
(PARCEL 70)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

**ORDER SELECTING AND
APPOINTING COMPENSATION
COMMISSIONERS AND
ALTERNATE COMMISSIONERS
BY THE CHIEF JUDGE OF THE
FIRST JUDICIAL DISTRICT OF
IOWA**

An Application for Condemnation having been filed with me by the City of Cedar Falls, for the selection and appointment, by lot, of six suitable persons as by law provided to act as a Compensation Commission to assess and appraise the damages sustained by reason of the condemnation of certain specified rights in certain land described by Applicant in its Application filed in the above-entitled matter, I hereby DESIGNATE, SELECT and APPOINT as the members of said Compensation Commission required in this matter the following persons:

NAME	ADDRESS	QUALIFICATIONS
1. Sandy Stuber	3731 Pheasant Lane Waterloo IA 50701	LICENSED REAL ESTATE BROKER/SALESPERSON
2. Carole Deeds	221 Main St Cedar Falls IA 50613 1802 Orchard Dr CF	
1. Jay R. Hall	1801 Orchard Dr Cedar Falls IA 50613	KNOWLEDGEABLE OF PROPERTY VALUES BY VIRTUE OF OCCUPATION
2. Chad VanDyke	301 Commercial LaPorte City IA 50651	
1. Tom Delong	407 W. Williams St Dunkerton IA 50626	NON-AGRICULTURAL PROPERTY
2. Karl Ketter	1557 Oakwood Dr Waterloo IA 50703	

I further DESIGNATE, SELECT and APPOINT the above-named Sandy Stuber to act as Chairperson of said Commission and Carole Deeds is appointed to act as Alternate Chairperson.

Pursuant to Section 6B.5 of the Code of Iowa, one of the above-named Compensation Commissioners shall be subject to challenge without cause by the Applicant and one of the above-named Compensation Commissioners shall be subject to challenge without cause by the party or parties representing the ownership interest of the property being condemned.

I further DESIGNATE, SELECT and APPOINT the following persons to serve as alternate members of said Compensation Commission, to serve in the event that any of the said members having the same qualifications are unable to serve for any reason or in the event any such members are stricken from the panel as by law provided.

NAME	ADDRESS	QUALIFICATIONS
1. Bob Reisinger	310 Park Lane Waterloo IA 50701	LICENSED REAL ESTATE BROKER/SALESPERSON
2. Lori McNamee	3731 Pheasant Ln Waterloo IA 50701	
3. Elke Gerdes	3321 Cedar Heights Dr Cedar Falls IA 50613	
4. Jim Moore	3116 Kimball Ave Waterloo IA 50702	
1. Michael Larson	4020 Bankers Blvd Waterloo IA 50701	KNOWLEDGEABLE OF PROPERTY VALUES BY VIRTUE OF OCCUPATION
2. Sterling Simonson	242 Tower Park Dr Waterloo IA 50701	
3. Neil Davis	805 Benton St LaPorte City IA 50651	
4. Craig Holdiman	526 Midlothian Blvd Waterloo IA 50701	
1. Tom Westemeier	375 Sheridan Rd Waterloo IA 50701	NON-AGRICULTURAL PROPERTY
2. Kathy Norris	507 Gates St LaPorte City IA 50651	
3. David Albaugh	1075 Prospect Blvd Waterloo IA 50701	

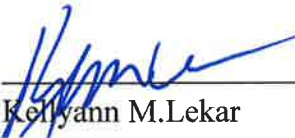
4. Ned Deberg 213 Belle St Waterloo IA 50702

I HEREBY ORDER that upon being informed of a vacancy in the compensation commission, the Sheriff of Black Hawk County, Iowa, shall notify Alternate Commissioners in the order above provided having the same qualifications as the person or persons unable to serve or stricken from the panel, such notification to be given to Alternate Commissioners in the same manner as the original Compensation Commissioners were notified. The Alternate Commissioner first notified who is available to serve as a Compensation Commissioners shall then serve in the place of the commissioner who was unable to serve or who was stricken from the panel. I further direct that the above-named Alternate Commissioners shall not be subject to challenge without cause.

I FURTHER HEREBY ORDER that the Commissioners and such Alternate Commissioners as are hereafter selected by the Sheriff due to the absence or removal of a Commissioner, shall appear at the time and place designated for the meeting of the Compensation Commission in the Notice of Meeting of Compensation Commission to Assess Damages for the Taking of Property, and that prior to said meeting, the above named Commissioners and Alternate Commissioners shall not communicate with the Applicant or the owner or tenant of the property being condemned regarding the condemnation proceedings.

TO THE SHERIFF OF BLACK HAWK COUNTY, IOWA: Attached hereto please find a duplicate of the Application for Condemnation in the above matter.

Dated at Waterloo, Iowa this 10 day of December, 2018.



Kellyann M. Lekar
Chief Judge of the First
Judicial District of Iowa


01544043-1\10283-162

YOU ARE FURTHER NOTIFIED that you will be required to proceed with the appraisal on this date: February 19, 2018, at this time: 9:30 A.M., at the Office of the Sheriff of Black Hawk County, Iowa, 225 E. 6th St., Waterloo, Iowa 50703, and then at this time you will proceed to the site, at which time you shall view the premises and then proceed to appraise the said damages, after which you shall report the results of your appraisal to me.

Dated this date: Jan 16 2019.


Tony Thompson
Sheriff of Black Hawk County, Iowa

PLEASE SIGN THE NOTICE ON THE
APPROPRIATE LINE TO THE RIGHT AND
RETURN IT PROMPTLY TO THE SHERIFF
OF BLACK HAWK COUNTY.


I CAN SERVE Sandy Stuber

~~I CAN NOT SERVE~~

Parcel 70

01553274-1\10283-162

YOU ARE FURTHER NOTIFIED that you will be required to proceed with the appraisal on this date: February 19, 2018 , at this time: 9:30 A.M. , at the Office of the Sheriff of Black Hawk County, Iowa, 225 E. 6th St., Waterloo, Iowa 50703, and then at this time you will proceed to the site, at which time you shall view the premises and then proceed to appraise the said damages, after which you shall report the results of your appraisal to me.

Dated this date: Jan 15 2019



Tony Thompson
Sheriff of Black Hawk County, Iowa

PLEASE SIGN THE NOTICE ON THE
APPROPRIATE LINE TO THE RIGHT AND
RETURN IT PROMPTLY TO THE SHERIFF
OF BLACK HAWK COUNTY.



I CAN SERVE

Carole Deeds

~~I CAN NOT SERVE~~

Parcel 70

01553274-1\10283-162

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Dated this date: Jan 15 2019



Tony Thompson
Sheriff of Black Hawk County, Iowa

PLEASE SIGN THE NOTICE ON THE
APPROPRIATE LINE TO THE RIGHT AND
RETURN IT PROMPTLY TO THE SHERIFF
OF BLACK HAWK COUNTY.


I CAN SERVE Jay Hall

I CAN NOT SERVE

01553274-1\10283-162

Parcel 70

YOU ARE FURTHER NOTIFIED that you will be required to proceed with the appraisal on this date: February 19, 2018, at this time: 9:30 A.M., at the Office of the Sheriff of Black Hawk County, Iowa, 225 E. 6th St., Waterloo, Iowa 50703, and then at this time you will proceed to the site, at which time you shall view the premises and then proceed to appraise the said damages, after which you shall report the results of your appraisal to me.

Dated this date: Jan 15 2019.


Tony Thompson
Sheriff of Black Hawk County, Iowa

PLEASE SIGN THE NOTICE ON THE
APPROPRIATE LINE TO THE RIGHT AND
RETURN IT PROMPTLY TO THE SHERIFF
OF BLACK HAWK COUNTY.


I CAN SERVE Sterling Simonson

~~I CANNOT SERVE~~

01553274-1\10283-162

Parcel 70

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Dated this date: Jan 15 2019.


Tony Thompson
Sheriff of Black Hawk County, Iowa

PLEASE SIGN THE NOTICE ON THE
APPROPRIATE LINE TO THE RIGHT AND
RETURN IT PROMPTLY TO THE SHERIFF
OF BLACK HAWK COUNTY.


I CAN SERVE Karl Ketter

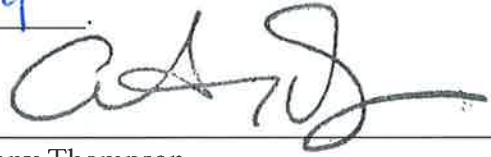
~~I CAN NOT SERVE~~

Parcel 70

01553274-1\10283-162

YOU ARE FURTHER NOTIFIED that you will be required to proceed with the appraisal on this date: February 19, 2018, at this time: 9:30 A.M., at the Office of the Sheriff of Black Hawk County, Iowa, 225 E. 6th St., Waterloo, Iowa 50703, and then at this time you will proceed to the site, at which time you shall view the premises and then proceed to appraise the said damages, after which you shall report the results of your appraisal to me.

Dated this date: Jan 15 2019



Tony Thompson
Sheriff of Black Hawk County, Iowa

PLEASE SIGN THE NOTICE ON THE
APPROPRIATE LINE TO THE RIGHT AND
RETURN IT PROMPTLY TO THE SHERIFF
OF BLACK HAWK COUNTY.

Kathy Norris
I CAN SERVE Kathy Norris

~~I CAN NOT SERVE~~

01553274-1\10283-162

Parcel 70

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT
(PARCEL 70)

BY THE CITY OF CEDAR FALLS, IOWA,

APPLICANT

OATH OF COMMISSIONERS

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

Each of the undersigned, being duly sworn, states:

That I do possess the qualifications listed under my name below; and

That I do not possess any interest in the proceeding which would cause me to render a biased decision; and

That I will, to the best of my ability, faithfully and impartially assess the damages which owners, lienholders, encumbrancers, and other persons interested in the land from which certain rights are sought to be appropriated by these proceedings will sustain by reason of the appropriation of the right as set forth and described in the Application now on file in the Office of the Sheriff of Black Hawk County.

That I will make a written report of the assessment of damages to the Sheriff, all as authorized and prescribed in Chapters 6A and 6B, Code of Iowa, and any amendments thereto, and in accordance with the instructions of the Chief Justice of the Supreme Court.

That I will well and truly perform any and all other duties imposed upon me by law as a member of the Compensation Commission selected and appointed to assess said damage.

Sandy Stuber

Sandy Stuber
Licensed real estate person

Carole Deeds

Carole Deeds
Licensed real estate person

Jay R. Hall

Jay R. Hall
Otherwise Knowledgeable

Sterling Simonson

Sterling Simonson
Otherwise Knowledgeable

Kathy Norris

Kathy Norris
Property Owner

Karl Ketter

Karl Ketter
Property Owner

Subscribed and sworn to before me this date: Feb 19 2019



Renae Fenske

Notary Public in the State of Iowa

Filed in my office this date: Jan 15 2019

[Signature]

Sheriff of Black Hawk County, Iowa

01553723

Sheriff's Certification as to Awards and Costs

In the Matter of the Condemnation of Certain Rights in Land by
CITY OF CEDAR FALLS IOWA

for a Project Located in CEDAR FALLS
County, Iowa, known as PARCEL 70

Verified Sheriff's fees were paid by the City of Cedar Falls on Mar 21, 2019 in the amount of \$1,719.92 by check #130441

CITY OF CEDAR FALLS, Condemnee

I hereby certify that the commissioners in the above-entitled cause convened in public session at WATERLOO, Iowa, on the 19th day of FEBRUARY, 2019, and thereupon proceeded to view the property and said commissioners did thereafter on the 19th day of FEBRUARY, 2019, file their report in my office awarding damages as follows:

Name	Amount
MICHAEL R. ARCURI AND BARBARA A. ARCURI	12,200.00
Total Damages Awarded	12,200.00

I further certify that costs incident to this proceeding have been taxed as follows:

Serving notices as listed below:

Date	Name of Person(s) Served	Fee	Mileage	Rate	Amount	Total
1-17	Barbara Arcuri	30.00				30.00
	Michael Arcuri (by serivng Barb)	20.00				20.00
	Michael Arcuri Dentistry	30.00				30.00
	Black Hawk County Auditor	30.00				30.00
	TOTAL		16.67			16.67

Sheriff, summoning and attending commissioners	\$ 200.00
Sheriff, mileage while attending commissioners <u>18</u> miles @ <u>.56</u>	\$ 10.00
Sheriff, recording fee, to be paid to county recorder	Postage 10.08
Sheriff, recording fee, to be paid to county recorder	Posting/Copy \$ 10.50
Sheriff, publication notice of hearing	\$ 21.62
City publication notice	89.93

Sheriff of Black Hawk County, Iowa

Commissioner's Costs

CAROLE DEEDS of CEDAR FALLS, Iowa
1 day service \$ 200.00
14 miles at .56 cents \$ 7.78
 meals \$
Total \$ 207.78

SANDY STUBER of WATERLOO, Iowa
1 day service \$ 200.00
12 miles at .56 cents \$ 6.67
 meals \$
Total \$ 206.67

JAY HALL of CEDAR FALLS, Iowa
1 day service \$ 200.00
14 miles at .56 cents \$ 7.78
 meals \$
Total \$ 207.78

STERLING SIMONSON of WATERLOO, Iowa
1 day service \$ 200.00
14 miles at .56 cents \$ 7.78
 meals \$
Total \$ 207.78

KARL KETTER of WATERLOO, Iowa
1 day service \$ 200.00
8 miles at .56 cents \$ 4.44
 meals \$
Total \$ 204.44

KATHY NORRIS of LAPORTE CITY, Iowa
1 day service \$ 200.00
30 miles at .56 cents \$ 16.67
 meals \$
Total \$ 216.67

GRAND TOTAL \$1,251.12

I certify that the foregoing amounts are legally payable to each claimant and that the claim is correct and just and that payment has not been received.

Dated this _____ day of _____,



Sheriff of Black Hawk County, Iowa

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT
(PARCEL 70)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

**COMPENSATION
COMMISSIONER'S STATEMENT**

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served:	\$200.00 per day	\$ 200.00
# of Miles Traveled: 12.5	\$.56 x	\$ 6.67
# of Meals Consumed:	0	\$
GRAND TOTAL:		\$ 206.67

Commissioner


Sandy Stuber

01553801

1251.12

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT
(PARCEL 70)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

**COMPENSATION
COMMISSIONER'S STATEMENT**

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served:	\$200.00 per day	\$ 200 ⁰⁰
# of Miles Traveled:	\$.56 x 14	\$ 7.78
# of Meals Consumed:	0	\$
GRAND TOTAL:		\$ 207.78



Commissioner

Carole Deeds

01553801

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT
(PARCEL 70)

BY THE CITY OF CEDAR FALLS, IOWA


APPLICANT

**COMPENSATION
COMMISSIONER'S STATEMENT**

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served:	\$200.00 per day	\$ 200 ⁰⁰
# of Miles Traveled:	\$.56 x 14	\$ 7.78
# of Meals Consumed:		\$
GRAND TOTAL:		\$ 207.78



Commissioner Jay Hall

01553801

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT
(PARCEL 70)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

**COMPENSATION
COMMISSIONER'S STATEMENT**

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served:	\$200.00 per day	\$ 200. ⁰⁰
# of Miles Traveled:	\$.56 x 14	\$ 7.78
# of Meals Consumed:		\$
GRAND TOTAL:		\$ 207.78


Commissioner

Sterling Simonson

01553801

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT
(PARCEL 70)

BY THE CITY OF CEDAR FALLS, IOWA

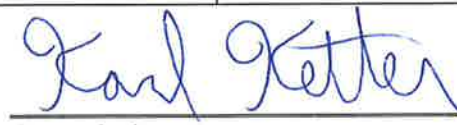
APPLICANT

**COMPENSATION
COMMISSIONER'S STATEMENT**

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served:	\$200.00 per day	\$ 200 ⁰⁰
# of Miles Traveled:	\$.56 x 8 ^{total} miles	\$ 4.44
# of Meals Consumed:	0	\$
GRAND TOTAL:		\$ 204.44



Commissioner
Karl Ketter

01553801

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN
RIGHTS IN PROPERTY FOR THE

WEST 1ST STREET RECONSTRUCTION
PROJECT
(PARCEL 70)

BY THE CITY OF CEDAR FALLS, IOWA

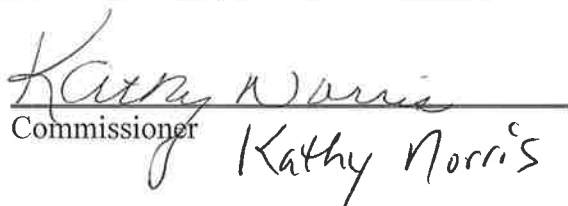
APPLICANT

**COMPENSATION
COMMISSIONER'S STATEMENT**

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served:	\$200.00 per day	\$ 200 ⁰⁰
# of Miles Traveled:	\$.56 x 30	\$ 16.67
# of Meals Consumed:		\$
GRAND TOTAL:		\$ 216.67


Commissioner Kathy Norris

01553801

IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA)
) SS
 BLACK HAWK COUNTY)

Docket No 217226
 Court No 526
 Reference No RENAE
 Received 01/04/2019

PLAINTIFF : CITY OF CEDAR FALLS

vs.

DEFENDANT : MICHAEL ARCURI DENTISTRY

DEFENDANT : ARCURI, MICHAEL R

DEFENDANT : ARCURI, BARBARA A

DEFENDANT : BLACK HAWK COUNTY IOWA

PARCEL 70
 FEB 19, 2019 9:30AM

SERVED PARTY

Name MICHAEL ARCURI DENTISTRY Party Type DEFENDANT
 Address 411 MAIN ST, CEDAR FALLS, IA

SERVICE INFORMATION

Document(s)					
CONDEMNATION NOTICE					
Type of Service	CORPORATION			Status	SERVED
By Serving	PAT GALLES			Race	
Relationship	ATTORNEY			Sex	
Location	411 MAIN ST, CEDAR FALLS, IOWA			Birth Date	
Comments					
Date	Time	Officer	Mileage	Minutes	Notes
01/17/2019	8:50	P6859 • JAY PODHASKI			
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa


 Deputy Sheriff or Designee

Date

IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA)
) SS
 BLACK HAWK COUNTY)

Docket No 217226
 Court No 526
 Reference No RENAE
 Received 01/04/2019

PLAINTIFF : CITY OF CEDAR FALLS

VS.

DEFENDANT : MICHAEL ARCURI DENTISTRY

DEFENDANT : ARCURI, MICHAEL R

DEFENDANT : ARCURI, BARBARA A

DEFENDANT : BLACK HAWK COUNTY IOWA

PARCEL 70
 FEB 19, 2019 9:30AM

SERVED PARTY

Name **BLACK HAWK COUNTY IOWA** Party Type **DEFENDANT**
 Address 316 E 5TH ST, WATERLOO, IA, 50703

SERVICE INFORMATION

Document(s)					
CONDEMNATION NOTICE					
Type of Service OFFICIAL			Status SERVED		
By Serving HELEN STEFFEN			Race		
Relationship MANAGER			Sex		
Location BHC AUDITOR'S OFFICE, WATERLOO			Birth Date		
Comments					
Date	Time	Officer	Mileage	Minutes	Notes
01/17/2019	9:20	T0681 • JASON TERRONES			
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa



Deputy Sheriff or Designee

Date

IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA)
) SS
 BLACK HAWK COUNTY)

Docket No 217226
 Court No 526
 Reference No RENAE
 Received 01/04/2019

PLAINTIFF: CITY OF CEDAR FALLS

vs.

DEFENDANT: MICHAEL ARCURI DENTISTRY

DEFENDANT: ARCURI, MICHAEL R

DEFENDANT: ARCURI, BARBARA A

DEFENDANT: BLACK HAWK COUNTY IOWA

PARCEL 70
 FEB 19, 2019 9:30AM

SERVED PARTY

Name ARCURI, BARBARA A Party Type DEFENDANT
 Address 1304 W 1ST ST, CEDAR FALLS, IA, 50613

SERVICE INFORMATION

Document(s)					
CONDEMNATION NOTICE					
Type of Service			Status		
PERSONAL			SERVED		
By Serving ARCURI, BARBARA A					
Location SHERIFF'S OFFICE, WATERLOO, IOWA					
Comments					
Date	Time	Officer	Mileage	Minutes	Notes
01/17/2019	8:20	T0681 • JASON TERRONES			
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa



Deputy Sheriff or Designee

Date

IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA)
) SS
 BLACK HAWK COUNTY)

Docket No 217226
 Court No 526
 Reference No RENAE
 Received 01/04/2019

PLAINTIFF: CITY OF CEDAR FALLS

vs.

DEFENDANT: MICHAEL ARCURI DENTISTRY

DEFENDANT: ARCURI, MICHAEL R

DEFENDANT: ARCURI, BARBARA A

DEFENDANT: BLACK HAWK COUNTY IOWA

PARCEL 70
 FEB 19, 2019 9:30AM

SERVED PARTY

Name **ARCURI, MICHAEL R** Party Type **DEFENDANT**
 Address 1304 W 1ST ST, CEDAR FALLS, IA, 50613

SERVICE INFORMATION

Document(s)					
CONDEMNATION NOTICE					
Type of Service	SPOUSE AWAY FROM RESIDENCE			Status	SERVED
By Serving	BARBARA ARCURI			Race	
Relationship	WIFE			Sex	
Location	SHERIFF'S OFFICE, WATERLOO, IOWA			Birth Date	
Comments					
Date	Time	Officer	Mileage	Minutes	Notes
01/17/2019	8:20	T0681 • JASON TERRONES			
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa



Deputy Sheriff or Designee

Date

STATE OF IOWA, }

Black Hawk County, SS

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN PROPERTY FOR THE WEST 1ST STREET RECONSTRUCTION PROJECT (PARCEL 70) BY THE CITY OF CEDAR FALLS, IOWA APPLICANT
NOTICE OF PUBLIC MEETING OF COMPENSATION COMMISSIONERS FOR APPRAISING DAMAGES
TO: Members of the public, representatives of the media that have requested notice of public meetings, and all other persons, companies or corporations having any interest in or owning any of the following described real estate, to wit:
The Fee simple title granted is to land described as follows:

A part of Lot 1 of, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:
Beginning at the Northeast corner of said Lot 1, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence South 00°50'15" East along the East line of said Lot 1, a distance of 30.11 feet; thence Northwesterly along a curve concave Southwesterly whose radius is 20.00 feet, whose arc length is 31.35 feet and whose chord bears North 45°44'25" West, 28.24 feet; thence South 89°35'56" West, 40.14 feet to the East line of the West 6.00 feet of the North 45.00 feet of said Lot 1; thence North 00°38'05" West along said East line, 10.00 feet to the Northeast corner of said West 6.00 feet of the North 45.00 feet of Lot 1; thence North 89°21'22" East along the North line of said Lot 1, a distance of 60.03 feet to the point of beginning and containing 0.02 AC. (693 S.F.)
Property subject to any and all easements of record; and
The Temporary easement described as follows:

A part of Lot 1 of, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northeast corner of said Lot 1, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence South 00°50'15" East along the East line of said Lot 1, a distance of 30.11 feet to the point of beginning; thence continuing South 00°50'15" East along said East line, 23.95 feet; thence North 90°00'00" West, 10.13 feet; thence North 00°41'53" West, 23.72 feet; thence South 89°35'56" West, 50.07 feet to the East line of the West 6.00 feet of the North 45.00 feet of said Lot 1; thence North 00°38'05" West along said East line, 20.00 feet; thence North 89°35'56" East, 40.14 feet; thence Southeasterly along a curve concave Southwesterly whose radius is 20.00 feet, whose arc length is 31.35 feet and whose chord bears South 45°44'25" East, 28.24 feet to the point of beginning and containing 0.03 AC. (1,358 S.F.)
Property subject to any and all easements of record.

(the "necessary property interest").
The necessary property interest sought to be acquired for the project is legally described as follows:
The Fee simple title granted is to land described as follows:

A part of Lot 1 of, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:
Beginning at the Northeast corner of said Lot 1, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence South 00°50'15" East along the East line of said Lot 1, a distance of 30.11 feet; thence Northwesterly along a curve concave Southwesterly whose radius is 20.00 feet, whose arc length is 31.35 feet and whose chord bears North 45°44'25" West, 28.24

feet; thence South 89°35'56" West, 40.14 feet to the East line of the West 6.00 feet of the North 45.00 feet of said Lot 1; thence North 00°38'05" West along said East line, 10.00 feet to the Northeast corner of said West 6.00 feet of the North 45.00 feet of Lot 1; thence North 89°21'22" East along the North line of said Lot 1, a distance of 60.03 feet to the point of beginning and containing 0.02 AC. (693 S.F.)

Property subject to any and all easements of record; and
The Temporary easement described as follows:

A part of Lot 1 of, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northeast corner of said Lot 1, Block 9, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence South 00°50'15" East along the East line of said Lot 1, a distance of 30.11 feet to the point of beginning; thence continuing South 00°50'15" East along said East line, 23.95 feet; thence North 90°00'00" West, 10.13 feet; thence North 00°41'53" West, 23.72 feet; thence South 89°35'56" West, 50.07 feet to the East line of the West 6.00 feet of the North 45.00 feet of said Lot 1; thence North 00°38'05" West along said East line, 20.00 feet; thence North 89°35'56" East, 40.14 feet; thence Southeasterly along a curve concave Southwesterly whose radius is 20.00 feet, whose arc length is 31.35 feet and whose chord bears South 45°44'25" East, 28.24 feet to the point of beginning and containing 0.03 AC. (1,358 S.F.)
Property subject to any and all easements of record.

(the "necessary property interest").
YOU ARE HEREBY NOTIFIED that the City of Cedar Falls, desires the condemnation of a temporary easement with respect to the above described property.
That such condemnation is sought for the purposes of reconstruction of West 1st Street (hereinafter, the "public purpose") for the project.

That a commission has been appointed as provided by law for the purpose of appraising the damages which will be caused by said condemnation.
That said commissioners will, on the date, at the time, and at the location specified below, meet and there proceed to view said premises and proceed to appraise said damages, at which time you may appear before the commissioners if you care to do so. This meeting shall be deemed to constitute a public meeting to be conducted in accordance with the provisions of Chapter 21, Code of Iowa, as amended, and any successor provision thereto. The Commissioners may close said meeting for purposes of deliberation in accordance with the provisions of sections 21.5 and 6B.14, Code of Iowa, as amended, and any successor provisions thereto.

DATE OF MEETING: February 19, 2019
TIME OF MEETING: 9:30 A.M.
LOCATION OF MEETING: Black Hawk County Sheriff's Office
225 E. 6th St.
Waterloo, IA 50703
TAKE NOTICE AND GOVERN YOURSELVES ACCORDINGLY.
Tony Thompson
Sheriff of Black Hawk County, Iowa

I do solemnly swear that the annexed copy of Legal- Sheriff's Office

In the Matter of the Condemnation: Parcel 70

Notice was published in the Waterloo-Cedar Falls Courier, a daily newspaper printed in Waterloo, Black Hawk County, Iowa, for one time commencing on the 4th day of February, 2019 in the name of said newspaper, and that the annexed rate of advertised is the regular legal rate of said newspaper, and that the following is a correct bill for publishing said notice.

Printer's Bill \$89.93

Y. W. Keller

Signed

Subscribed and sworn to before me this 11

Day of February A.D., 20 19

Brenda L. Huntley

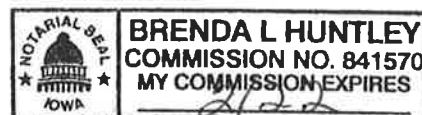
Notary Public

Received of _____

the sum of _____

Dollars.

In full for publication of the above notice.



STATE OF IOWA, }

Black Hawk County, SS

NOTICE OF APPRAISEMENT HEARING
AND PUBLIC MEETING OF
COMPENSATION COMMISSION TO
ASSESS DAMAGES

In the Matter of the Condemnation
Of Certain Rights in Property for the
West 1st Street Reconstruction Project
Parcel 70

By the City of Cedar Falls, Iowa
Property address is: 1304 W 1st St.,
Cedar Falls, Iowa 50613

TO: SANDY STUBER, CAROLE DEEDS,
JAY HALL, STERLING SIMONSON,
KATHY NORRIS AND KARL KETTER

An Application of Condemnation, having
been presented to the Chief Judge of the
Judicial District, requesting the appoint-
ment of six (6) qualified persons as a
Condemnation Commission:

WHEREAS, such an appointment has
been filed in my office and whereas you
have been appointed and selected as
such Condemnation Commissioners:

NOW THEREFORE, you are commanded
to be and appear before the undersigned
at the Office of the Sheriff of Black Hawk
County, Iowa, at 225 E. 6th St., Waterloo,
Iowa on the 19TH day of FEBRUARY,
2019 at the hour of 9:30AM for the
purpose of qualifying as such commis-
sioner, and proceed to view said
premises and make an award of damages
as provided by law. Prior to the meeting
of the commission, the commission or a
commissioner shall not communicate with
the applicant, property owner, or tenant,
or their agents, regarding the condemna-
tion proceedings.

FAIL NOT TO MAKE YOUR APPEAR-
ANCE UNDER PENALTY OF THE LAW.

This notice published pursuant to Section

6B.11, Code of Iowa
ANTHONY THOMPSON, SHERIFF
BLACK HAWK COUNTY, IOWA

I do solemnly swear that the annexed copy of
Legal- Sheriff's Office

Notice of Appraisement Hearing and Public
Meeting of Compensation Commission: Parcel 70

Notice was published in the Waterloo-Cedar Falls
Courier, a daily newspaper printed in Waterloo, Black
Hawk County, Iowa, for one time commencing on the
4th day of February, 2019 in the name of said
newspaper, and that the annexed rate of advertised is
the regular legal rate of said newspaper, and that the
following is a correct bill for publishing said notice.

Printer's Bill \$21.62

Yvonne Keller

Signed

Subscribed and sworn to before me this 11

Day of February A.D., 2019

Brenda L Huntley

Notary Public

Received of _____

the sum of _____

Dollars.

In full for publication of the above notice.



Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

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

Business Information:

Trade Name/DBA Five corner liquor and wine
Physical Location Address 209 E 12th street City Cedar Falls ZIP 50613
Mailing Address Same City _____ State _____ ZIP _____
Business Phone Number 319 266 6975

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP Pti Corp Inc
Mailing Address Same City _____ State _____ ZIP _____
Phone Number _____ Fax Number _____ Email _____

Retail Information:

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

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

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

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

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

Name (please print) Muhammad Shahbar Name (please print) _____
Signature [Signature] Signature _____
Date 4/30/19 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse sideFor period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

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

Business Information:Trade Name/DBA Hansen's Dairy LLCPhysical Location Address 127 E 18th St City Cedar Falls ZIP 50613Mailing Address PO Box 439 City Walford State IA ZIP 52351Business Phone Number 319-249-7111**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP Hansen's Dairy LLCMailing Address PO Box 439 City Walford State IA ZIP 52351Phone Number 319-249-7111 Fax Number _____ Email cbrown@drivenmanagement.cor**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☐ _____

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

Signature of Owner(s), Partner(s), or Corporate Official(s)Name (please print) Jordan Hansen, Secretary Name (please print) Blake Hansen (Owner)Signature Jordan Hansen Signature Blake HansenDate 4/10/19 Date 4-10-19

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) July 1 / 1 / 2019 through June 30, 2020

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

Business Information:

Trade Name/DBA Happy's Wine & Spirits
Physical Location Address 5925 University Ave City Cedar Falls ZIP 50613
Mailing Address 5925 University Ave City Cedar Falls State IA ZIP 50613
Business Phone Number 319-277-1463

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP Happy's Wine & Spirits, LLC
Mailing Address 301-314 Windy Ridge Rd City Cedar Falls State IA ZIP 50613
Phone Number 319-290-1490 Fax Number 319-277-1438 Email happy@s@cfu.net

Retail Information:

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

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

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

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

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

Name (please print) Thomas R. Amli Name (please print) _____
Signature Thomas R. Amli Signature _____
Date 4/27/19 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

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

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

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

Instructions on the reverse sideFor period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

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

Business Information:Trade Name/DBA Hy-Vee, Inc. DBA Hy-Vee Food StorePhysical Location Address 6301 University City Cedar Falls ZIP 50613Mailing Address 5820 Westown Pkwy City West Des Moines State Ia ZIP 50266Business Phone Number (319)266-7535**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP Hy-Vee, Inc.Mailing Address 5820 Westown Pkwy City West Des Moines State Iowa ZIP 50266Phone Number 515-267-2800 Fax Number 515-559-2468 Email smcmahon@hy-vee.com**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☒ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☐

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

Signature of Owner(s), Partner(s), or Corporate Official(s)Name (please print) Jeff Pierce Name (please print) JEFF PIERCESignature [Signature] Signature [Signature]Date 4/18/2019 Date [Signature]

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

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

Business Information:

Trade Name/DBA Hy-Vee, Inc. DBA Hy-Vee Gas

Physical Location Address 6527 University Ave City Cedar Falls ZIP 50613

Mailing Address 5820 Westown Pkwy City West Des Moines State Ia ZIP 50266

Business Phone Number (319)266-3451

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP Hy-Vee, Inc.

Mailing Address 5820 Westown Pkwy City West Des Moines State Iowa ZIP 50266

Phone Number 515-267-2800 Fax Number 515-559-2468 Email smcmahon@hy-vee.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

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

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Has vending machine that assembles cigarettes ☐ Other ☐

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

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

Name (please print) Jeff Pierce

Signature 

Date 4/18/2019

Name (please print) JEFF PIERCE

Signature ASS'T TREASURER FINANCIAL REPORTING

Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse sideFor period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

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

Business Information:

Trade Name/DBA PRIME MART BSC INC
Physical Location Address 2323 MAIN ST City CEDAR FALLS ZIP 50613
Mailing Address 2323 MAIN ST City Cedar Falls State IOWA ZIP 50613
Business Phone Number 319-208-4100

Legal Ownership Information:Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP BSC INCMailing Address (SAME) City _____ State _____ ZIP _____

Phone Number _____ Fax Number _____ Email _____

Retail Information:Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☐ NO

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

Signature of Owner(s), Partner(s), or Corporate Official(s)Name (please print) SHAHID W CHATHA

Name (please print) _____

Signature Shahid W Chatha

Signature _____

Date 4/24/19

Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse sideFor period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

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

Business Information:

Trade Name/DBA The Landmark
Physical Location Address 107 Main St City Cedar Falls ZIP 50613
Mailing Address 107 Main St City Cedar Falls State IA ZIP 50613
Business Phone Number 319-553-0106

Legal Ownership Information:Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP KRAMMailing Address 107 Main St City Cedar Falls State IA ZIP 50613Phone Number 319-553-0106 Fax Number NA Email 107landmark@gmail.com**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☐ Alternative Nicotine Products ☐ Vapor Products ☐**Type of Establishment: (Select the option that best describes the establishment)**

Alternative nicotine/vapor store ☐ Bar ☒ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Has vending machine that assembles cigarettes ☐ Other ☐

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

Signature of Owner(s), Partner(s), or Corporate Official(s)Name (please print) Mark Shoualter

Name (please print) _____

Signature Mark Shoualter

Signature _____

Date 4/26/19

Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

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

Business Information:

Trade Name/DBA UP IN SMOKE

Physical Location Address 2218 COLLEGE ST City CEDARFAUS ZIP 50613

Mailing Address 2218 COLLEGE ST City CEDARFAUS State IA ZIP 50613

Business Phone Number 773-997-3435

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP ZAINAB LLC

Mailing Address 2218 COLLEGE ST City CEDARFAUS State IA ZIP 50613

Phone Number 773-997-3435 Fax Number _____ Email UPINSMOKEONHILL@GMAIL.COM

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

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

Alternative nicotine/vapor store ☒ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☒

Has vending machine that assembles cigarettes ☐ Other ☐

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

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

Name (please print) OMER NOORWALA

Name (please print) _____

Signature *Omer Noorwala*

Signature _____

Date APRIL - 26-2019

Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

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

Business Information:

Trade Name/DBA Walmart Inc. DBA: Walmart #753

Physical Location Address 525 BRANDILYNN BLVD City CEDAR FALLS ZIP 50613

Mailing Address 508 SW 8th St. Dept. 8916 City Bentonville State AR ZIP 72716-0500

Business Phone Number (319) 277-7159

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP Walmart Inc.

Mailing Address 508 SW 8th St. City Bentonville State AR ZIP 72716-0500

Phone Number (479)277-4656 Fax Number (479)204-9864 Email cynthia.montero@walmart.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

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

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐

Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Has vending machine that assembles cigarettes ☐ Other ☒ Retail

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

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

Name (please print) Andrea Lazenby

Name (please print) _____

Signature *A Lazenby*

Signature _____

Date 4/23/19

Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2019 through June 30, 2020

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

Business Information:

Trade Name/DBA ZSAV002
Physical Location Address 206 Brandtlyn Blvd City Cedar Falls ZIP 50613
Mailing Address SAME City _____ State _____ ZIP _____
Business Phone Number 266-3050

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP Diversions Inc.
Mailing Address SAME City _____ State _____ ZIP _____
Phone Number 4044931 Fax Number 888-561-0024 Email VOOZ@cfv1.net

Retail Information:

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

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

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

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

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

Name (please print) Nick Roberts Name (please print) _____
Signature _____ Signature _____
Date 4/17/19 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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



DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Brown and City Councilmembers
From: Jeff Olson, Public Safety Services Director/Chief of Police
Date: May 2, 2019
Re: Beer/Liquor License Applications

Police Operations has received applications for liquor licenses and/ or wine or beer permits. We find no records that would prohibit these license and permits and recommend approval.

Name of Applicants:

- a) Tobacco Outlet Plus, 4116 University Avenue, Class C beer - renewal.
- b) NewAldaya Lifescapes, 7511 University Avenue, Class A liquor & outdoor service - renewal.
- c) Berk's Main Street Pub, 207 Main Street, Class C liquor - renewal.
- d) Walgreens, 2509 Whitetail Drive, Class E liquor - renewal.
- e) The Black Hawk Hotel/Bar Winslow/Farm Shed, 115-119 Main Street, Class B liquor & outdoor service - sidewalk café.
- f) Sturgis Falls Celebration, Island Park Beach House, Class B beer & outdoor service - 5-day permit.
- g) Sturgis Falls Celebration, Gateway Park, Special Class C liquor & outdoor service - 5-day permit.
- h) Cedar Basin Jazz Festival & Live to 9, Sturgis Park, Special Class C liquor & outdoor service - 6-month permit.
- i) Casey's General Store, 2425 Center Street, Class E 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

MEMORANDUM

TO: Mayor Brown and City Council Members

FROM: Paul Kockler, Accountant

DATE: May 2, 2019

SUBJECT: Benefits Consultant RFP Results

Attached is an agreement with Holmes Murphy & Associates, Inc. to provide benefits consulting services to the City of Cedar Falls on the City's benefits plans related to health, prescription drug, dental, life, long-term disability, flexible spending, health reimbursement, and wellness for a three year term beginning July 1, 2019.

The City has received benefits consulting services from Gallagher Benefits Services, Inc. since 2003. Due to the significant time since the last request for proposal ("RFP") was completed for benefits consulting services (2010), the turnover of primary consultants on our account with Gallagher, recent service quality concerns, and the current scope of our consulting services, we determined it to be an appropriate time to do a RFP to seek additional benefits consulting services.

The RFP was distributed in February to prospective consulting firms requesting them to submit bids in writing for the opportunity to provide benefits consulting services for the City. The RFP included a specific scope of services to be provided and included services that we are not currently receiving but based on the current insurance environment, would find beneficial. Eight firms responded with proposals and based on a number of factors including public sector experience, consultant qualifications, client references, and price, Cottingham & Butler, PDCM Insurance, and Holmes Murphy were chosen to visit City Hall and present to the Director of Finance and Business Operations, Controller/City Treasurer, and Accountant.

Following the presentations, the City reached out to the firms' client references for further input and discussion from those that have worked directly with the finalists. Follow up and clarifying questions were then asked of the firms. After consideration and internal deliberation of all the steps throughout the process, Holmes Murphy was selected from the group of finalists. Holmes Murphy was determined to have the most comprehensive level of services for the lowest cost of the three finalists that were interviewed.

We would like to move forward with the selection of Holmes Murphy by signing the attached benefits consulting agreement. The agreement has been reviewed by City Attorney Rogers.

If you have questions regarding the attached, please contact me at 268-5101 or Jennifer Rodenbeck at 268-5108.

Attachments

Consulting Agreement

This Consulting Agreement is made this twenty-third day of April, 2019 between the City of Cedar Falls, Iowa, hereinafter referred to as “Client” and Holmes Murphy & Associates, Inc., hereinafter referred to as “Consultant.”

WHEREAS, Client wishes to obtain from Consultant strategic health and welfare benefit consulting services for its Employee Benefits Program which currently includes coverage plans for life, LTD, medical, dental, prescription drugs, flexible spending, health reimbursement accounts, and employee wellness (the “Program”); and

WHEREAS, Consultant has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Consultant

Consultant shall provide Client with consulting, actuarial, and brokerage services for the entire Program under the terms and conditions set forth herein. Additional services may be performed by Consultant as necessary upon terms mutually agreeable by the parties.

A. CONSULTING SERVICES

- Conduct core beliefs exercise with Client’s executive team and develop of a complete understanding of the Program offered by the Client.
- Analyze the current Program and develop a strategic plan for both immediate and long-term approaches in order to optimize benefits and mitigate health care cost trends.
- Vendor Management - Provide ongoing assistance with resolving vendor issues with enrollment, claims, billing, eligibility, coverage appeals, etc. upon request from the HR Team.
- Provide administration/HR support and address questions and concerns raised by Client’s employees and management.
- Prepare, strategize, and facilitate open enrollment meetings.
- Facilitate employee engagement surveys as necessary.
- Review existing and proposed policies/contracts/certificates for completeness, accuracy, and compliance
- Advise and counsel regarding program funding alternatives and employee contribution rates.
- Evaluate and provide guidance on appropriate funding reserves and reserves management.
- Meet with the Client in person on a minimum of a quarterly basis or as often as mutually agreed upon by the Consultant and Client.
- Consult on the monitoring of the Employee Assistance Program (“EAP”).

B. MARKETING SERVICES

- Evaluate and consult on market trends.
- As requested by the Client, prepare, evaluate, and market plans of the Program through bid specifications request for proposal (“RFP”) process as necessary. When feasible, a minimum of three competitive quotes should be received for each plan being marketed.
- Identify and evaluate vendors for outsourcing COBRA administration if requested.
- Analyze, present, and recommend vendors and plans based on marketing results.
- Negotiate pricing, performance guarantees, and contract terms with carriers of all Program plans provided as necessary.
- Provide new carrier installation/implementation support for Client personnel.
- Perform carrier review (A.M. Best).
- Review SPD and SBC documents for accuracy and consistency with terms of coverage sold/renewal terms of all plans provided by Client.
- Identify and evaluate voluntary employee-funded benefits, if requested, that may be appropriate for Client and its employees. If such plans are implemented by Client, Consultant may receive commissions, but such commissions must be disclosed prior to when Consultant recommends a voluntary employee-funded benefit plan to Client.

C. RENEWAL STRATEGY AND SERVICES

- Conduct pre-renewal strategy meeting.
- Manage renewal process and present renewal recommendations.
- Consult on Program plan design and eligibility (waiting periods, contract language, etc.).
- Track benefit design and rate history.
- Interface with vendors as appropriate regarding plan design changes.
- Perform Benefit Portfolio financial and utilization analysis (if available by carrier).
- Assist with financial/strategic/budget planning.

D. COMMUNICATIONS

- Provide access to Holmes Murphy-sponsored seminars/webinars.
- Advise employees on benefits through open enrollment meetings and education.
- Assist in providing health and wellness related content as requested by Client.
- Update template communications for annual benefits open enrollment.
- Assist appropriate Client officials in training and education relative to the Program to ensure proper communication between employees, insurers, vendors, and Client personnel.
- Prepare customized guide summarizing available benefits for employees.
- Provide on-line Video Benefits Guy website and customized on-line benefits portal, if requested.
- Assist with employee wellness education campaigns (templates), as necessary.
- Evaluate and provide feedback on communication tools and materials included in carrier contracts, such as plan selection tools, wellness newsletters, etc.

E. COMPLIANCE

- Respond to inquiries as requested.
- Make available Holmes Murphy-sponsored seminars and webinars.
- Conduct Compliance Scorecard review and propose strategies to strengthen areas in need of improvement.
- Provide Compliance Alert emails and updates.
- Inform Client on legislative and regulatory changes with potential impact on benefit plans including on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, and Section 125.
- Conduct Health Care Reform presentations and updates.
- Provide analysis of Client's HIPAA documents, procedures, policies, evaluate for compliance, and recommend appropriate changes as necessary.

Holmes Murphy provides general guidance to its clients on employee benefits and related personnel matters, but does not provide legal advice.

F. WELLNESS/CLINICAL SERVICES

- Assist with employee wellness education campaigns (templates).
- Evaluate current wellness program offerings and strategies and recommend changes as necessary.
- Evaluate and assist with implementation of wellness/clinical and carrier provided programs as necessary.

G. FINANCIALS/REPORTING/DATA ANALYSIS

- Calculate COBRA rates for all benefits.
- Prepare, analyze, and present contribution modeling analytics.
- Provide annual health plan financial analysis (if available by carrier).
- Provide and analyze vendor claims reporting at least annually.
- Present large claimant analysis.
- Reforecast current year budget with revised enrollment.
- Conduct and present benchmarking analysis.
- Conduct and present Carrier network analysis.
- Perform GASB 75 and 509A reporting services as required by laws and regulations.

H. ADDITIONAL SERVICES

Additional services are available either through Holmes Murphy or a third party at an additional cost. These services are not included in the Holmes Murphy core scope of services. Cost for these service to be provided by Consultant at Client's request

- Plan document and SPD creation.
- Non-discrimination testing as is relates to Flexible Spending Account programs.
- ACAP Health products and services.

- Third-party audit costs.
- Benefit administration vendor and benefit technology evaluation and implementations.
- Benefit eligibility management.
- Total value/compensation statements.
- 5500 Form filing preparation.

2. Disclosure and Record Keeping

- A. Full Disclosure.** Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's Program. Consultant must seek approval from Client prior to the use of any of the above in connection with the Client's Program.
- B. Record Keeping.** Consultant shall maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

3. Terms of Service

The effective date that the services are to begin is July 1, 2019 and services shall be provided until June 30, 2022, with Client option for an additional two year term following the initial term, at the Year 3 annual fee as set forth in paragraph 5 below.

4. Termination

- A. Termination.** This Agreement may be terminated by either party only as follows:
- a) Effective upon thirty (30) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;
 - b) effective upon sixty (60) days advance written notice to the other party given with or without reason; or
 - c) By mutual written agreement of the parties.

5. Cost of Services

Consultant professional fees are based on a pre-agreed, fixed annual budget. Client agrees to pay Consultant professional fees as outlined below. These annual fees are payable in monthly installments of equal amounts and Consultant agrees to submit invoices to Client on a monthly basis. Client agrees to pay monthly invoices within sixty (60) days of receipt of invoice.

Total Year 1 Annual Fee: \$30,000

Total Year 2 Annual Fee: \$29,000

Total Year 3 Annual Fee: \$28,000

6. Personnel

Consultant shall assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed tasks in a professional manner. Consultant retains the right to substitute personnel with reasonable cause.

7. Client's Responsibilities

Client shall make available such information as reasonably required for Consultant to conduct its services. Such data shall be made available as promptly as possible. It is understood by Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement. Client shall make timely payments of the service fees as set forth elsewhere in this Agreement.

8. Records and Information

Consultant understands and agrees to adhere to all laws and regulations pertaining to the confidentiality of protected health information.

9. Independent Contractor.

It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Nothing in this agreement shall be construed to create an employment relationship. Consultant shall use its best efforts to follow written, oral, or electronically transmitted instructions from Client as to policy and procedure.

10. No Fiduciary Responsibility.

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity. Client agrees to notify Consultant as soon as possible of any proposed amendments to the Client's Program to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants, or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

11. Insurance Requirements

Consultant shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit A, and incorporated herein by this reference.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties.

13. Amendment

Amendments to this Agreement shall only be in writing signed by both parties.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Any judicial proceeding arising from this Agreement shall be brought in the Iowa District Court for Black Hawk County.

15. Authority

The undersigned authorized representative of Consultant warrants that the undersigned has full and sufficient authority to enter into this Agreement on behalf of Consultant and to bind Consultant to the terms of this Agreement.

16. No Assignment

Consultant shall not assign this Agreement or any rights or duties under this Agreement without prior written consent of the Client.


17. Governing Body

This Agreement shall not be effective until and unless approved by the city council of the City of Cedar Falls, Iowa.

James P. Brown, Mayor
City of Cedar Falls

Signature

Brent M. Macke, Senior Vice President
Holmes Murphy & Associates, Inc.



Signature

ATTEST:

Jacque Danielsen, MMC
City Clerk City of Cedar Falls

Signature

**INSURANCE REQUIREMENTS FOR
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to

terminate this Contract for cause and/or purchase said insurance at Contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:

- This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

** ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

8. Errors & Omissions: If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all

work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.

9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls,

Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

13. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- ☐ Certificate of Liability Insurance (2 pages)
- ☐ Additional Insured CG 20 10 07 04
- ☐ Additional Insured CG 20 37 07 04
- ☐ Governmental Immunities Endorsement

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Automobile: (Combined Single Limit) \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella: \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions: \$1,000,000

**CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Your Insurance Agency 123 Main Street Anytown, IA 00000		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:		FAX (A/C, No):
INSURED Business Name 123 Main Street Anytown, IA 0000		INSURER(S) AFFORDING COVERAGE INSURER A: Carrier should reflect rating of A-, VIII or better INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		
		NAIC #		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
1	2	3	4	5	6 (MM/DD/YYYY)	7 (MM/DD/YYYY)	8
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ \$1,000,000 AGGREGATE \$ 3,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N	N/A	Policy Number	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Errors & Omissions	<input type="checkbox"/>	<input type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional Insured(s) on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement including 30 Days Notice of Cancellation Included. Waiver of Subrogation under the Work Comp & Gen Liab.

CERTIFICATE HOLDER**CANCELLATION**

City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
-----------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

TO: Mayor Brown and City Council Members

FROM: Paul Kockler, Accountant

DATE: May 2, 2019

SUBJECT: Amendment to Express Scripts Employer Participation Agreement

Attached for your approval is an amendment to the Employer Participation Agreement ("Agreement") between Express Scripts, Inc. ("ESI") and the City of Cedar Falls ("City") that was signed October 20, 2014 and effective January 1, 2015.

The amendment states Gallagher Benefit Services ("GBS") replaces Thompson Reuters as the auditor of the pharmacy benefit management services that ESI provides to the City. As a result, all references in the agreement to Thompson Reuters such as "Thompson Reuters", "TH", "Truven Health Analytics, and IBM Company", and "Truven" will be replaced by the term "Auditor" which refers to GBS.

No other terms of the Agreement have or will be changed by this amendment nor have any additional responsibilities or requirements been placed upon the City.

If you have questions regarding the attached, please contact me at 268-5101.

Attachments

AMENDMENT TO
EXPRESS SCRIPTS, INC.
EMPLOYER PARTICIPATION AGREEMENT

This AMENDMENT (the "Amendment") is entered into as of the Effective Date, by and between EXPRESS SCRIPTS, INC., a Delaware corporation ("ESI"), and City of Cedar Falls ("Employer").

RECITALS

A. ESI and Employer are parties to an Employer Participation Agreement dated as of January 1, 2015, as amended from time to time (the "Agreement"), pursuant to which ESI provides certain prescription drug benefit management services to Employer.

B. Employer and ESI desire to update and amend the Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and other conditions contained herein, the parties hereto hereby agree as follows:

TERMS OF AMENDMENT

1. Definitions. For purposes of this Amendment, any capitalized term not otherwise defined herein shall have the meaning set forth in the Agreement.

1.1 All references in the Agreement to "Thompson Reuters", "TH", and "Truven Health Analytics, and IBM Company" ("Truven") shall be replaced with "Auditor."

2. Auditor Fees. Section 7 is hereby deleted in its entirety and replaced with the following:

7. Auditor Fees. Employer hereby confirms that Gallagher Benefit Services, Inc. ("Auditor") provides services for the benefit of Employer, in connection with the pharmacy benefit management program administered pursuant to this Employer Participation Agreement. In addition to the GBS fee described herein, Employer hereby directs and authorizes ESI to facilitate, on behalf of Employer, the payment of a monthly fee to Auditor, in an amount equal to \$0.18 per approved Prescription Drug Claim processed by ESI for Employer during such month. ESI agrees to facilitate the payment of the Auditor Fees to Auditor subject to the following:

- (a) Employer has executed this Agreement and Employer is current in its payment obligations to ESI.
- (b) Employer hereby represents and warrants that the Auditor Fees to be remitted on behalf of Employer are fair and reasonable; are commensurate with other Auditor Fees in the industry for the actual services to be performed by Broker in connection with the Employer's prescription drug program; and are not in violation of any law or regulation, including ERISA. ESI will not pay per prescription Auditor Fees on Medicare subsidy utilization.
- (c) ESI will comply with any request by Employer to stop Auditor Fee payments. Employer shall hold ESI harmless in connection with any dispute between Auditor, and Employer regarding Auditor Fees.

3. Effective Date. This Amendment shall be effective January 1, 2019.

4. Effect of Amendment. Except as expressly provided herein, the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year below set forth.

EXPRESS SCRIPTS, INC.

CITY OF CEDAR FALLS

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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: May 1, 2019
SUBJECT: Multifunctional Copier Replacement

The current multifunctional copiers are 9 years old and are due for replacement. In addition, the new public safety building has the need for two additional printers. We felt this would be the appropriate time to put a RFP out to bid for replacements. The costs for the replacements were included in the 2019 CIP budget.

We put the RFP out on April 1. We received eight different bids from six different vendors. Our current vendor came in with the lowest bid. We have been quite pleased with the exiting copiers and the level of service we have received. We would recommend that we accept the bid from Advanced Systems and move forward with the purchase of the equipment. They are not requiring a new contract or agreement at this time. All necessary insurance paperwork has been acquired and we are ready to order the equipment and will tentatively start replacing equipment the week of May 20, 2019.

We have included a summary of all the bids below:

Vendor	Brand	Total Cost
Advanced Systems	Canon	\$60366.00
Koch Office Group	HP	\$60895.16
Access Systems – Des Moines	Toshiba and Sharp	\$62944.27
Koch Office Group	Lanier	\$76335.46
Access Systems - Waterloo	Sharp	\$76629.37
InfoMax	Canon -with or without stands	\$77380 / \$80060
InfoMax	Kycera	\$82980
Marco	Sharp	\$83060.87

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

EASEMENT AGREEMENT

EASEMENT AGREEMENT FOR TEMPORARY USE OF PUBLIC RIGHT-OF-WAY BETWEEN
THE CITY OF CEDAR FALLS, IOWA, Main Street Hotels LC, LANDLORD, AND
Exempla Hospitality / Furnished TENANT, FOR A SIDEWALK CAFÉ ON THE PUBLIC
RIGHT-OF-WAY LOCATED AT 115-119 Main STREET, CEDAR FALLS,
IOWA

This Agreement is made among Landlord, Main Street Hotels LC, and
Tenant, Exempla Hospitality / Furnished ("Applicant"), and the City of Cedar Falls, Iowa, a municipal
corporation.

WHEREAS, the City of Cedar Falls ("City") is the owner of the public right-of-way within
the City of Cedar Falls, Iowa; and

WHEREAS, Applicant has applied for temporary use of the public right-of-way as a
sidewalk café; and

WHEREAS, Applicant has elected as follows with respect to such sidewalk café: **[check
either Box (a) or (b); and either Box (c) or (d); and either Box (e) or (f)]**

- ☒ (a) Fencing, ropes or other rigid structure not attached to the public sidewalk; or
- ☐ (b) Fencing, ropes or other rigid structure attached to the public sidewalk and approved
by the Director of Municipal Operations & Programs.
- ☐ (c) all sidewalk café elements shall be moved inside the building each night; or
- ☐ (d) all sidewalk café elements shall be secured each night.
- ☒ (e) Applicant shall operate the sidewalk café area during the period of April 1 to
November 15 each year; or
- ☐ (f) Applicant shall operate the sidewalk café area during the months of _____
through _____ each year.

WHEREAS, so long as said proposed use is consistent with the conditions set forth in
this Agreement, and in Division 2, Article III, of Chapter 19 of the Cedar Falls Code of
Ordinances, said use is in the public interest.

WHEREAS, in mutual consideration of the promises herein, Applicant and City agree as
follows:

1. Landlord Main Street Hotels owns certain real estate abutting the public
right-of-way located in Cedar Falls, Iowa, at the following street address:
115-119 Main Street, Cedar Falls, Iowa; and Landlord has given
Applicant/Tenant permission to operate a sidewalk café thereon as herein
provided.
2. Applicant/Tenant Exempla Hospitality / Furnished (hereinafter "Applicant") occupies
said real estate abutting the public right-of-way located at said street address,
and wishes to use a portion of said right-of-way for location and operation of a
sidewalk café, as permitted by City regulations.
3. City and Applicant agree this Agreement shall be binding upon the successors
and assigns of the parties hereto, provided that no assignment of this Agreement
shall be made without the prior written consent of both parties to be attached
hereto as a formal written addendum.

4. Applicant acknowledges and agrees that this Agreement is limited exclusively to the location, use and purposes listed herein for a sidewalk café, that any other uses, locations and purposes are not contemplated herein, and that any expansion of said uses, purposes or locations must be specifically agreed to in writing by the City of Cedar Falls.
5. Applicant further acknowledges and agrees that no property right is conferred by this Agreement for the use of portions of the public right-of-way, that the City is not empowered to grant permanent or perpetual use of its right-of-way for private purposes, that the City may order Applicant's use of the right-of-way to cease and desist if, for any reason, the City determines that said right-of-way is needed for a public use and should be cleared of any and all obstructions, or the City determines, pursuant to any of the provisions of Division 2 of Article III of Chapter 19 of the Cedar Falls Code of Ordinances, that continued use of the public right-of-way for a sidewalk café is not in the public interest or consistent with public safety, health or welfare, and that the Applicant shall not be entitled to any compensation should the City elect to do so.
6. Applicant also agrees to indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses, liabilities or damages, of whatever nature, including payment of reasonable attorney fees, which may arise from the Applicant's use of the public right-of-way arising from this Agreement, or which may be caused in whole or in part by any act or omission of the Applicant including Applicant's agents or employees. Applicant further agrees to provide the City with a certificate of insurance coverage of the sidewalk café as required by Section 19-98 of the Cedar Falls Code of Ordinances.
7. Applicant further agrees to abide by all applicable federal, state, and local laws, and to maintain said sidewalk café in accordance with the approved Site Plan/Diagram. Access and egress routes shall be maintained so that crowd management, security, and emergency services personnel are able to reach any individual without undue hindrance. Applicant shall insure that there are adequate clearances between the various tables, chairs, and other sidewalk café elements such that appropriate ingress and egress routes are maintained for the safe exit of all patrons from the sidewalk café.
8. Applicant is required to submit Schematic Diagrams in connection with the use of approved fencing, ropes or other rigid structures. Applicant shall either move all sidewalk café elements inside the building comprising the restaurant which is adjacent to the sidewalk café by the closing time of the sidewalk café each night, restoring the sidewalk café to its normal condition as a pedestrian walkway, or the applicant must secure all sidewalk café elements by the closing time of the sidewalk café each night, by means of chains and locks or other secure means approved.
9. Requests for revisions or amendments to this Agreement require submittal of proposed revised Side Plans/Schematic Diagrams by Applicant and review by City staff, and formal approval by the City Council.
10. Should Applicant elect to secure sidewalk café elements by means of chains and locks or some other secure means, in lieu of moving such sidewalk café elements inside the building each night, Applicant shall obtain the prior approval of the Director of Municipal Operations & Programs for the means by which such sidewalk café elements shall be secured, so that they are secured in such a way that such sidewalk café elements cannot be used to cause damage to persons or property during the hours the sidewalk café is closed. Further, the Applicant shall obtain prior approval from the City Fire Department, to insure that the securing of such sidewalk café elements does not interfere with ingress or

egress, fixtures associated with fire detection and suppression, utility shut-offs, or the use of mechanical equipment rooms, in or around the building adjacent to which the sidewalk café area is located.

11. City and Applicant hereby understand, acknowledge and agree that the provisions of Division 2, Sidewalk Cafes, Sections 19-92 through 19-101, of Article III, Obstructions, of Chapter 19, Streets and Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa, as the same now exist or as the same be amended and modified from time to time by ordinance amendment of the City Council, are hereby incorporated into, and made a part of, this Easement Agreement, and shall govern the terms, conditions and provisions of this Easement Agreement.
12. In the event of a breach of this Agreement or of the provisions of Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances, the City may, at its sole discretion, elect to give written notice to Applicant to remove all sidewalk café elements and/or other objects from the City's right-of-way. In the event Applicant does not comply within the time period designated in the written notice, the City may elect to remove, or direct removal of, any obstructions from the right-of-way and charge the cost of such removal and temporary storage to the Applicant and/or Landlord. Upon nonpayment of said charges, the removal costs may be certified to the Black Hawk County Assessor as a statutory lien and assessed against the property and collected in the same manner as a property tax, as provided in Section 364.12(2)(e), Code of Iowa.
13. In the event the sidewalk café elements are removed from the area for any reason, the right-of-way area and sidewalk must be restored to its original condition by the Applicant and/or Landlord, under such standards as may be promulgated by the City Engineer or City Director of Municipal Operations & Programs. The Applicant and Landlord shall be responsible for any damages to the sidewalk caused by the operation of the sidewalk café. A deposit of \$250 shall be required prior to the establishment of the sidewalk café, and shall be returned to the Applicant when the sidewalk is restored to its prior condition as determined by the City Engineer or City Director of Municipal Operations & Programs. If the Landlord/Applicant fails to restore the sidewalk to its prior condition or to the standards promulgated by the City Engineer or City Director of Municipal Operations & Programs, the City may do so and apply the deposit to the cost thereof.
14. In consideration for the City's concerns for public safety on the public right-of-way, Applicant specifically acknowledges said safety concerns and agrees to operate the sidewalk café in entire conformity with all of the rules and regulations contained in Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances.
15. This Easement Agreement shall terminate when Applicant's sidewalk café permit terminates, either by reason of expiration of such permit and the non-renewal thereof, or by reason of termination of the permit for noncompliance with the provisions of this Agreement, or of the provisions of Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances.
16. Should any section of this Agreement be found invalid by a court of competent jurisdiction, it is agreed that the remaining portions shall continue in full force and effect as though severable from the invalid portion.

Dated this 23rd day of April, 2019.

APPLICANT/TENANT

Eagle View Hospitality/Farmstead
(Name of Entity)

By Audrey Dodd
(Name)

Manager
(Title)

APPLICANT/LANDLORD

Main Street Hotels
(Name of Entity)

By [Signature]
(Name)

Manager
(Title)

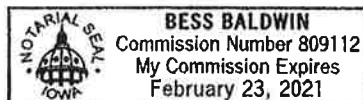
STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on this 24th day of April, 2019, by Audrey Dodd (name of person) as Manager (title) of Eagle View Hospitality/Farmstead Applicant/Tenant.

My Commission Expires:

February 23, 2021

Bess Baldwin
Notary Public in and for the State of Iowa



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on this 24th day of April, 2019, by Mark Kittrell (name of person) as Manager (title) of Main Street Hotels Applicant/Landlord.

My Commission Expires:

February 23, 2021

Bess Baldwin
Notary Public in and for the State of Iowa



CITY OF CEDAR FALLS, IOWA

By _____
James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

My Commission Expires:

Notary Public in and for the State of Iowa



CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Brown and City Council
From: Jeff Olson, Public Safety Director/Chief of Police
Date: April 29, 2019
Re: FY20 Towing Contract

The Public Safety Department has completed the bidding process for the FY20 Towing Contract. Two towing companies, L&M Transmission & Towing and Rasmusson Towing, Inc. both bid an identical amount of \$50.00 for City paid tows. Tows requested by the City that are paid for by the vehicle owner for illegal parking, accidents or other tows are capped at \$75 per tow to ensure a fair pricing structure for the citizen. There are also requirements and restrictions for storage fees and response times associated with towing. We have worked out a shared plan for the companies beginning July 1, 2019. Copies of the contracts are attached for your approval.

We recommend approval of the contracts.

AGREEMENT FOR WRECKER/TOWING/STORAGE SERVICE

This Agreement is made and entered into this ____ day of _____, 2019, by and between (*L&M Transmission*), an Iowa corporation, a business hereinafter referred to as "Towing Company", and the City of Cedar Falls, Iowa, hereinafter referred to as "City".

In consideration of the mutual covenants hereinafter contained, Towing Company and City agree as follows:

1. Towing Company will provide wrecker service when requested by the Cedar Falls Police Department to tow vehicles. City will contact Towing Company, and one other towing company, through Black Hawk County dispatch, for wrecker service calls during the time period covered by this Agreement, except when emergency calls need to be made due to acts of God, severe snow storms, wind storms, or other natural disasters, in which case, City may utilize multiple towing companies for wrecker service calls. Wrecker service calls from private persons, even when such calls are made through the Police Department of City, are not included in this Agreement.
 - a. Examples of wrecker service that would be requested by the Cedar Falls Police Department and covered by the terms of this Agreement include but are not limited to the following towing services: abandoned vehicles; vehicles seized as evidence; vehicles from all fatality accidents; vehicles from very serious accidents where technical accident investigation is required and vehicles are towed and stored by Towing Company for further investigation by the Cedar Falls Police Department and vehicles towed on short notice at fire and crime scenes.
 - b. Examples of wrecker service that may occur and would not be covered by the terms of this Agreement include: vehicles towed at an accident scene where there are no fatalities and no additional investigation of the vehicle is necessary. The Police Department will contact Towing Company when, for whatever reason, the driver and/or owner of the vehicle is unable to specify a wrecker service to remove the vehicle. These tow requests are the responsibility of the vehicle owner and not the responsibility of the City. Arrangements and terms of payment are between the Towing Company and the vehicle owner.
 - c. Towing and storage fees for services arranged by the Cedar Falls Police Department for the benefit of the Iowa Department of Transportation (DOT) shall be for the amount of

reimbursement provided to the City by the DOT. The City shall notify Towing Company of the amount of reimbursement applicable for each wrecker service call made on behalf of the DOT.

2. Towing Company will be entitled to charge the City the single rate sum of (*\$50.00 Fifty dollars*) for each wrecker service call identified in Section 1-a above. The stated sum shall include all necessary actions to remove a vehicle from its location at the time of the call. No additional charges may be made over and above the single rate amount for any additional services, which might include, for example, and not limited to, such actions as dollying, flatbed hauling, winching, shoveling, debris and liquid spill removal, or righting a rolled vehicle. Removal of the debris and liquid spills that occur in the normal course of an accident will be provided by Towing Company. Towing Company is not expected to remove cargo from large transport vehicles that may spill as a result of an accident. The single rate amount shall be applied to all vehicles regardless of type, size, or weight.
 - a. In accordance with Cedar Falls Ordinance §23-359(c), the Towing Company shall be allowed to charge the vehicle owner a reasonable expense for towing charges, not to exceed \$75.00, and for storage, not to exceed \$10.00 per day, for the following service calls: abandoned vehicles, vehicles towed in order to clear roadways; vehicles towed for various parking violations; vehicles abandoned after a police pursuit incident; and vehicles towed for snow ordinance violations.
 - b. For service calls identified in Section 2-a, the contracted fee rate identified in Section 2 shall only be applicable if the City is ultimately required to pay the towing bill due to abandonment of the vehicle by vehicle owner.
3. The charge for wrecker service, as provided above, shall include all necessary action to remove a vehicle from its location at the time of the call to the area designated by the Police Department of City.
4. The single rate amount of (*\$50.00 Fifty dollars*), as provided in Section 2, shall apply to all tows originating and ending within the corporate limits of the City. Tows which involve traveling outside the City are eligible for the single rate amount plus a per mile sum of (*\$3.00 Three Dollars*) per mile. The per mile sum may be charged only for the distance between the destination outside the city limits and the city limits point nearest that destination. No per mile fee may be charged at anytime for any travel within the City.

The per mile sum may be charged only for the distance traveled when actually transporting a towed vehicle from the city limits to the destination point. There shall be no mileage charged for the return trip to the city limits.

5. Charges for wrecker service and storage fees provided by Towing Company pursuant to Section 1-b and Section 2-a above are to be billed directly to the vehicle owner(s). Title for unclaimed vehicles may be applied for by Towing Company under the provisions pertaining thereto as provided by Chapter 321 of the Code of Iowa.
6. The wrecker service to be provided by Towing Company herein shall be made available on a 24-hour basis. **If the wrecker service is not able to arrive at the scene of the tow within 20 minutes of being notified**, they are required to advise dispatch of the Cedar Falls Police of an approximate time of arrival. The officer at the scene may choose to cancel that call and request another service if the estimated time of arrival is not acceptable. No additional charge may be made for "after hours" service calls. The fee for wrecker service shall be the sum of (\$50.00 *Fifty dollars*), whether said service is performed by Towing Company or a substitute.
7. Towing Company shall provide a police storage area for impounded and abandoned vehicles brought to said storage area by the Police Department of the City. The area shall be secure, fenced, and lighted. Towing Company shall provide the Cedar Falls Police Chief a list of all stored vehicles to the City on the last day of each month. Towing Company shall receive (\$1.00 *One dollar*) per month for providing the area described herein, regardless of the number of vehicles in the storage area. There shall be no additional daily fee or other charges. Any storage fees of vehicles towed pursuant to Section 1-b above are the responsibility of the vehicle owner(s).
8. When Towing Company is requested by City to tow an abandoned or impounded vehicle but no vehicle is actually towed, Towing Company may charge City the wrecker service sum of (\$50.00 *Fifty dollars*) for the call. However, to be eligible for the wrecker service sum, Towing Company, or its substitute, must arrive at the requested location prior to discovery of the call cancellation.
9. Towing Company shall obtain and maintain insurance throughout the contract, which meets the requirements of Attachment #1 which is attached hereto and by this reference incorporated herein, and which is hereby made a provision of this Section 9 as though fully

set out word for word herein, except for Item 8, Errors and Omissions, and Item 11, Performance and Payment Bonds, which shall have no application herein.

10. Towing Company shall obtain and maintain a DOT-required Iowa Motor Carrier Permit.
11. Either Towing Company or City may cancel this Agreement by giving the other a thirty (30) day written notice in advance of the date of cancellation, and said notice shall be deemed given when deposited in the United States mail.

This agreement will continue in effect beginning July 1, 2019, through June 30, 2020.

Dated this _____ day of _____, 2019.

APPROVED: City of Cedar Falls, Iowa

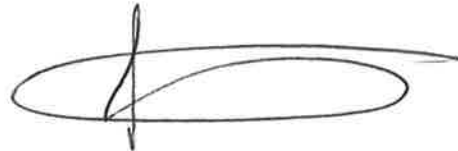
Mayor

City Clerk

Date

TOWING COMPANY

BY: *(L&M Transmission)*



(Rod Brandhorst), President

4/25/19
Date

ATTACHMENT #1

12/23/16

INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurers shall issued from companies satisfactory to the City and have a rating of A- or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the City of Cedar Falls, Iowa Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:

- This coverage shall be written on an occurrence, not claims made form. Form CG 25 03 03 97 "Designated Construction Project(s) General Aggregate Limit" shall be included. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

** ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

8. Errors & Omissions: If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts arising out of the

professional services performed by Contractor. The limit of liability shall not be less than \$1,000,000.

9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's Work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to the Contract, shall be included in the modification amount submitted by Contractor, and paid by Contractor.

12. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees and volunteers and others working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, volunteers or others working on behalf of the City of Cedar Falls, Iowa, by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, volunteers or others working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the

provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from activities of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

13. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees and volunteers and others working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- ☐ Certificate of Liability Insurance (2 pages)
- ☐ Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (2 pages)
- ☐ Additional Insured CG 20 10 07 04
- ☐ Additional Insured CG 20 37 07 04
- ☐ Governmental Immunities Endorsement

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
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: \$1,000,000 (Combined Single Limit)

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation – with waiver of subrogation to the City of Cedar Falls

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$500,000
Each Employee – Disease	\$500,000
Policy Limit – Disease	\$500,000

Umbrella: \$1,000,000

The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis and shall include the same endorsements as required of the primary policy(ies).

City of Cedar Falls, Iowa ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

CITY OF CEDAR FALLS, IOWA
GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CITY OF CEDAR FALLS, IOWA
Cancellation and Material Changes Endorsement

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

AGREEMENT FOR WRECKER/TOWING/STORAGE SERVICE

This Agreement is made and entered into this ____ day of _____, 2019, by and between (*Rasmusson Towing, Inc*), an Iowa corporation, a business hereinafter referred to as "Towing Company", and the City of Cedar Falls, Iowa, hereinafter referred to as "City".

In consideration of the mutual covenants hereinafter contained, Towing Company and City agree as follows:

1. Towing Company will provide wrecker service when requested by the Cedar Falls Police Department to tow vehicles. City will contact Towing Company, and one other towing company, through Black Hawk County dispatch, for wrecker service calls during the time period covered by this Agreement, except when emergency calls need to be made due to acts of God, severe snow storms, wind storms, or other natural disasters, in which case, City may utilize multiple towing companies for wrecker service calls. Wrecker service calls from private persons, even when such calls are made through the Police Department of City, are not included in this Agreement.
 - a. Examples of wrecker service that would be requested by the Cedar Falls Police Department and covered by the terms of this Agreement include but are not limited to the following towing services: abandoned vehicles; vehicles seized as evidence; vehicles from all fatality accidents; vehicles from very serious accidents where technical accident investigation is required and vehicles are towed and stored by Towing Company for further investigation by the Cedar Falls Police Department and vehicles towed on short notice at fire and crime scenes.
 - b. Examples of wrecker service that may occur and would not be covered by the terms of this Agreement include: vehicles towed at an accident scene where there are no fatalities and no additional investigation of the vehicle is necessary. The Police Department will contact Towing Company when, for whatever reason, the driver and/or owner of the vehicle is unable to specify a wrecker service to remove the vehicle. These tow requests are the responsibility of the vehicle owner and not the responsibility of the City. Arrangements and terms of payment are between the Towing Company and the vehicle owner.
 - c. Towing and storage fees for services arranged by the Cedar Falls Police Department for the benefit of the Iowa Department of Transportation (DOT) shall be for the amount of

reimbursement provided to the City by the DOT. The City shall notify Towing Company of the amount of reimbursement applicable for each wrecker service call made on behalf of the DOT.

2. Towing Company will be entitled to charge the City the single rate sum of (*\$50.00 Fifty dollars*) for each wrecker service call identified in Section 1-a above. The stated sum shall include all necessary actions to remove a vehicle from its location at the time of the call. No additional charges may be made over and above the single rate amount for any additional services, which might include, for example, and not limited to, such actions as dollying, flatbed hauling, winching, shoveling, debris and liquid spill removal, or righting a rolled vehicle. Removal of the debris and liquid spills that occur in the normal course of an accident will be provided by Towing Company. Towing Company is not expected to remove cargo from large transport vehicles that may spill as a result of an accident. The single rate amount shall be applied to all vehicles regardless of type, size, or weight.
 - a. In accordance with Cedar Falls Ordinance §23-359(c), the Towing Company shall be allowed to charge the vehicle owner a reasonable expense for towing charges, not to exceed \$75.00, and for storage, not to exceed \$10.00 per day, for the following service calls: abandoned vehicles, vehicles towed in order to clear roadways; vehicles towed for various parking violations; vehicles abandoned after a police pursuit incident; and vehicles towed for snow ordinance violations.
 - b. For service calls identified in Section 2-a, the contracted fee rate identified in Section 2 shall only be applicable if the City is ultimately required to pay the towing bill due to abandonment of the vehicle by vehicle owner.
3. The charge for wrecker service, as provided above, shall include all necessary action to remove a vehicle from its location at the time of the call to the area designated by the Police Department of City.
4. The single rate amount of (*\$50.00 Fifty dollars*), as provided in Section 2, shall apply to all tows originating and ending within the corporate limits of the City. Tows which involve traveling outside the City are eligible for the single rate amount plus a per mile sum of (*\$3.00 Three Dollars*) per mile. The per mile sum may be charged only for the distance between the destination outside the city limits and the city limits point nearest that destination. No per mile fee may be charged at anytime for any travel within the City.

The per mile sum may be charged only for the distance traveled when actually transporting a towed vehicle from the city limits to the destination point. There shall be no mileage charged for the return trip to the city limits.

5. Charges for wrecker service and storage fees provided by Towing Company pursuant to Section 1-b and Section 2-a above are to be billed directly to the vehicle owner(s). Title for unclaimed vehicles may be applied for by Towing Company under the provisions pertaining thereto as provided by Chapter 321 of the Code of Iowa.
6. The wrecker service to be provided by Towing Company herein shall be made available on a 24-hour basis. **If the wrecker service is not able to arrive at the scene of the tow within 20 minutes of being notified**, they are required to advise dispatch of the Cedar Falls Police of an approximate time of arrival. The officer at the scene may choose to cancel that call and request another service if the estimated time of arrival is not acceptable. No additional charge may be made for "after hours" service calls. The fee for wrecker service shall be the sum of *(\$50.00 Fifty dollars)*, whether said service is performed by Towing Company or a substitute.
7. Towing Company shall provide a police storage area for impounded and abandoned vehicles brought to said storage area by the Police Department of the City. The area shall be secure, fenced, and lighted. Towing Company shall provide the Cedar Falls Police Chief a list of all stored vehicles to the City on the last day of each month. Towing Company shall receive *(\$1.00 One dollar)* per month for providing the area described herein, regardless of the number of vehicles in the storage area. There shall be no additional daily fee or other charges. Any storage fees of vehicles towed pursuant to Section 1-b above are the responsibility of the vehicle owner(s).
8. When Towing Company is requested by City to tow an abandoned or impounded vehicle but no vehicle is actually towed, Towing Company may charge City the wrecker service sum of *(\$50.00 Fifty dollars)* for the call. However, to be eligible for the wrecker service sum, Towing Company, or its substitute, must arrive at the requested location prior to discovery of the call cancellation.
9. Towing Company shall obtain and maintain insurance throughout the contract, which meets the requirements of Attachment #1 which is attached hereto and by this reference incorporated herein, and which is hereby made a provision of this Section 9 as though fully

set out word for word herein, except for Item 8, Errors and Omissions, and Item 11, Performance and Payment Bonds, which shall have no application herein.

10. Towing Company shall obtain and maintain a DOT-required Iowa Motor Carrier Permit.
11. Either Towing Company or City may cancel this Agreement by giving the other a thirty (30) day written notice in advance of the date of cancellation, and said notice shall be deemed given when deposited in the United States mail.

This agreement will continue in effect beginning July 1, 2019, through June 30, 2020.

Dated this _____ day of _____, 2019.

APPROVED: City of Cedar Falls, Iowa

Mayor

City Clerk

Date

TOWING COMPANY

BY: (*Rasmusson Towing, Inc*)


(*Don Rasmusson*), President

4-24-19
Date

ATTACHMENT #1

12/23/16

INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurers shall issued from companies satisfactory to the City and have a rating of A- or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the City of Cedar Falls, Iowa Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:

- This coverage shall be written on an occurrence, not claims made form. Form CG 25 03 03 97 "Designated Construction Project(s) General Aggregate Limit" shall be included. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

** ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

8. Errors & Omissions: If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts arising out of the

professional services performed by Contractor. The limit of liability shall not be less than \$1,000,000.

9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's Work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to the Contract, shall be included in the modification amount submitted by Contractor, and paid by Contractor.

12. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees and volunteers and others working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, volunteers or others working on behalf of the City of Cedar Falls, Iowa, by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, volunteers or others working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the

provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from activities of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

13. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees and volunteers and others working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- ☐ Certificate of Liability Insurance (2 pages)
- ☐ Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (2 pages)
- ☐ Additional Insured CG 20 10 07 04
- ☐ Additional Insured CG 20 37 07 04
- ☐ Governmental Immunities Endorsement

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
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: \$1,000,000 (Combined Single Limit)
If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation – with waiver of subrogation to the City of Cedar Falls

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$500,000
Each Employee – Disease	\$500,000
Policy Limit – Disease	\$500,000

Umbrella: \$1,000,000

The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis and shall include the same endorsements as required of the primary policy(ies).

City of Cedar Falls, Iowa ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

CITY OF CEDAR FALLS, IOWA
GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CITY OF CEDAR FALLS, IOWA
Cancellation and Material Changes Endorsement

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.



DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS

PUBLIC WORKS/PARKS DIVISION
2200 TECHNOLOGY PARKWAY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

MEMORANDUM

TO: Mayor James P. Brown and Cedar Falls City Council
FROM: Mark Ripplinger, Director, Municipal Operations & Programs
DATE: April 30, 2019
SUBJECT: Youth Pollinator Program

Pheasants Forever has approached the city to partner in a program called, "Youth Pollinator Habitat Project". The purpose of the program is to plant prairie species that provide habitat for insects and other wildlife. It is envisioned that this could be a multi-year partnership to establish prairie on lots that are currently being maintained in turf. Targeted areas would be vacant lots and those that were part of the flood buyout program. The first location is in the northern part of Police Officers Memorial Park. Ideally at least one acre would be planted each year.

A Memorandum of Understanding (MOU) will need to be approved for this project. It outlines areas of responsibility regarding planting and maintenance. The terms of MOU related to maintenance are agreeable by the Public Works & Parks Division. As the program moves forward, it will reduce ongoing turf maintenance.

The Department of Municipal Operations and Programs recommends that the memorandum of understanding be approved. Please let me know if you have any questions.



PHEASANT STORIES

Habitat, Hunting and the Wingshooting Lifestyle



PHEASANTS FOREVER'S YOUTH POLLINATOR HABITAT PROGRAM AIMS TO HELP THE BIRDS, BEES AND BUTTERFLIES

 Field Notes  4/1/2015 2:07:06 PM



PHEASANTS AND POLLINATORS

Not only is pollinator habitat good for the bees, butterflies and beetles, but pollinator habitat is also excellent brood rearing habitat for pheasants, quail and grassland songbirds. Pollinator habitat – native flowering plants – attract soft-bodied insects that pheasant chicks, and other ground-nesting chicks, rely on for survival during the first 6-8 weeks of life.

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WHAT IS THE YOUTH POLLINATOR HABITAT PROGRAM?

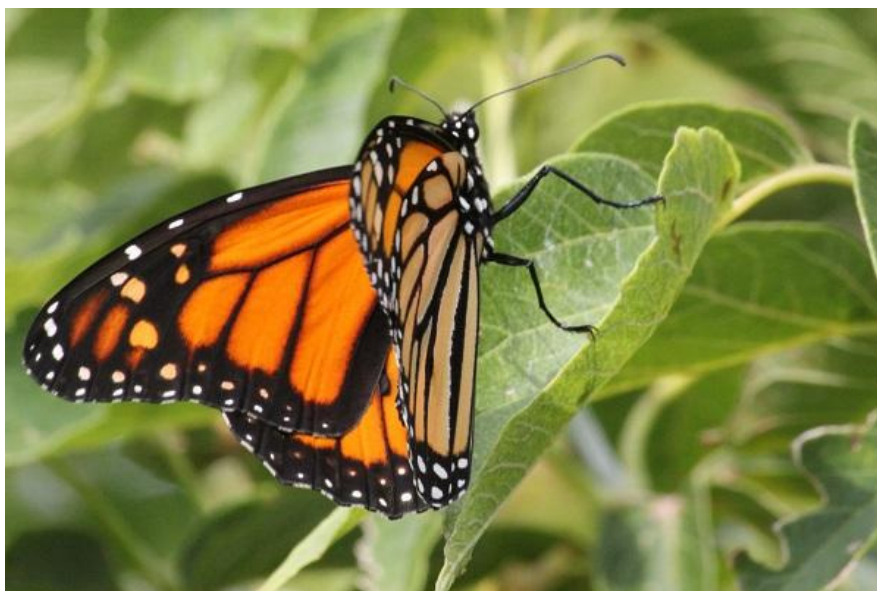
Pheasants Forever and Quail Forever's Youth Pollinator Habitat Program provides support to over 700 grassroots chapters and their partners across the country to engage youth, families and communities in establishing pollinator habitat projects.

The program's objectives are to increase awareness about declining pollinator populations, educate the general public on the importance of pollinator habitat and establish quality pollinator habitat across the country. The program will provide tools for chapters and their partners to work with local community partners to create habitat projects that involve youth, school and community groups.

Program support includes training on how to plan, plant and manage a pollinator project from start to finish. Additionally, conservation/pollinator curriculum for classrooms, hands-on educational activities and monitoring activities for after the project is established are provided. Project benefits include quality pollinator foraging and nesting habitat, but also opportunities for youth to get outside and gain an appreciation for wildlife and conservation.

WHAT IS THE NEED FOR THE PROGRAM?

Pollinating insects are an essential component in global food production. Approximately one-third of all food and beverage products need pollination, yet many species of native pollinators and domesticated honey bees are in decline. Monarch butterfly populations have decreased 90% in the last two decades, and commercial honeybee keepers are reporting losses up to 30% annually. While there is debate on the reasons for declining pollinator populations, most scientist agree that the lack of quality foraging and nesting habitat is a major factor. Pollinator habitat that provides a diverse mixture of native flowering plants of different color, shape and size is what is needed to support the life cycle needs of many pollinator species.



Today's youth spend the majority of their time fixated on electronic devices and less than half of the time outdoors that their parents did. Research has shown that children who spend more time outdoors are healthier, receive better grades, have longer attention spans and are less prone to depression than children who spend most of their time indoors. If this trend continues, children today will not develop the affinity to the outdoors they need both physically and emotionally.

PROGRAM RESULTS

Pheasants Forever and Quail Forever have conducted 46 projects and educated over 2,466 participants since this program began in 2013. Projects have been completed in Colorado, Florida, Illinois, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, South Dakota and Wisconsin. Thanks to financial support from Anisfield Hunting Dog Photography, Jane Turner Foundation, SportDog, the Nebraska Environmental Trust, Greater American Ribs, Phillips County, Colorado, Pheasants Forever and the National Youth Leadership Council.



New support coming in 2015 from the Minnesota Environmental and Natural Resource Trust Fund, DuPont-Pioneer and the Staples Foundation will allow Pheasants Forever and Quail Forever to expand the program into new states. Generous financial support from these organizations, businesses and individuals is matched with money and in-kind volunteer work from local Pheasants Forever and Quail Forever chapters to complete local projects.

For more information about Pheasants Forever and Quail Forever's Youth Pollinator Habitat Program, contact Drew Larsen, Habitat Education Specialist, at dlarsen@pheasantsforever.org or 308-293-1194.

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Pheasants Forever is a 501(c)(3) charitable organization. Your donation is tax deductible under the fullest extent of the law.
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Youth Pollinator Habitat Project

Police Officers Memorial Park





Youth Pollinator Habitat Project

Memorandum of Understanding

North Cedar Prairie Planting (project name) is a joint effort between Black Hawk County Pheasants Forever & Quail Forever Chapter and the City of Cedar Falls (School/Park/Land Owner/Tenant ect). The objectives of this project is to increase awareness about decreasing pollinator populations, educate the general public on the importance of habitat for pollinators, and to establish quality pollinator habitat. The results of this project will not only benefit pollinators by providing quality foraging and nesting habitat, but it will provide opportunities for youth/adults to get outside and gain an appreciation for wildlife and conservation.

Commitments

City of Cedar Falls is responsible for: controlling noxious weeds on project site.

City of Cedar Falls is responsible for: maintaining project for a minimum of 5 years after establishment date. May not be grazed, hayed or mowed.

Black Hawk County Chapter Pheasants Forever is responsible for: establishing One "Pheasants Forever planted by" sign posted on each project.

Black Hawk County Chapter Pheasants Forever is responsible for: covering cost of outreach activities occurring on the project date

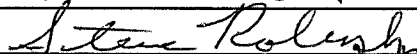
Black Hawk County Chapter Pheasants Forever is responsible for: providing liability coverage for event occurring on the property

Project Details

Address SW corner of Cedar St and Woodlawn Ave and Police Officer's Memorial Park
Phone Number 319-242-1748 (Josh Nunez cell)
Project Location (Latitude/Longitude) 42.555241, -92.454682 and 42.541885, -92.434487
Acres _____
Establishment Date May 11, 2019

MOU Terms

This is an "at-will" MOU and may be modified by mutual consent of authorized representatives from both parties. The MOU becomes effective upon signature by both parties and remains in effect for one year from date of signatures.



Pheasants Forever/Quail Forever Officer Signature

School/Park/Landowner ect Signature

15 Apr 19
Date

Date

Once completed send to: aswerczek@pheasantsforever.org or mail to Pheasants Forever
54932 Emerald Lane
Glenwood IA, 51534



DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS

MEMORANDUM

ADMINISTRATION DIVISION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

PUBLIC WORKS/PARKS
DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

TO: Honorable Mayor James P. Brown and City Council
FROM: Brian M. Heath, Public Works/Parks Div. Manager
DATE: April 29, 2019
SUBJECT: Grapple Loader Truck Purchase

Competitive quotations were received for a grapple loader truck that is budgeted for Fiscal Year 2020 as part of the Vehicle Replacement Program. The intended use for this apparatus is to load tree trunks and other heavy items such as scrap appliances. Another intended use is for flood debris cleanup when necessary.

The following is a summation of the competitive quotes that were received:

Peterson Industries	\$154,026.00
SourceWell (NJPA)	\$156,572.10
Mid-Iowa Solid Waste	\$159,262.00

The quotation from Peterson Industries did meet our requirements and was the lowest quote received. Therefore, it is the recommendation of the Municipal Operations and Programs Department to accept the low quote from Peterson Industries in the amount of \$154,026.00 for purchase of the grapple loader truck.

The Vehicle Replacement Program has this project listed in FY20 at a budgeted amount of \$150,000.00 and will be paid from the Refuse Capital outlay. The additional \$4,026.00 will also be paid from the Refuse Capital account based on anticipated cost savings from other equipment purchases earmarked in FY20. The procurement date for this apparatus is late July 2019, which fits into the budget time line.

Please feel free to contact me if you have questions.

CC: Mark Ripplinger, Director of Municipal Operations and Programs

DEPARTMENT OF COMMUNITY DEVELOPMENT



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

MEMORANDUM *Engineering Division*

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: April 29th, 2019

SUBJECT: 2019 Permeable Alley Project
Project No. ST-056-3149
Contract Documents

Attached for your approval are the Form of Contract, the Performance, Payment, and Maintenance Bonds, Certificates of Insurance, and Form of Proposal with Benton's Sand & Gravel, Inc. for the construction of the 2019 Permeable Alley Project.

The Department of Community Development recommends approving and executing the contract with Benton's Sand & Gravel, Inc. for the construction of the 2019 Permeable Alley Project. This project involves the construction of three (3) permeable alleys. The purpose of these permeable alleys is to infiltrate storm water runoff with the goal of improving the water quality in Dry Run Creek.

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

xc: Stephanie Houk Sheetz, Director of Community Development
Chase Schrage, Principal Engineer

FORM OF CONTRACT

This Contract entered into in triplicate at Cedar Falls, Iowa, this ____ day of _____, 2019, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and James D. Snodgrass of Benton's Sand & Gravel Inc, hereinafter called the Contractor.

WITNESSETH:


The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2019 PERMEABLE ALLEY PROJECT, Project No. ST-056-3149 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 15th day of April, 2019, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. ST-056-3149 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Plans
- b. Notice of Public Hearing on Plans and Specifications
- c. Notice to Bidders
- d. Instructions to Bidders
- e. Supplemental Conditions
- f. General Conditions
- g. Project Specifications
- h. Form of Proposal
- i. Performance, Payment, and Maintenance Bond
- j. Form of Contract
- k. Non-collusion Affidavit of Prime Bidder
- l. Bidders Status Form

In Witness whereof, this Contract has been executed in triplicate on the date first herein written.


James D Snodgrass, Vice President
Benton's Sand and Gravel
Cedar Falls, Iowa

CITY OF CEDAR FALLS, IOWA

By _____
James P. Brown, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. S011241

KNOW ALL BY THESE PRESENTS:

That we, Benton's Sand and Gravel, as Principal (hereinafter the "Contractor" or "Principal" and Employers Mutual Casualty Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Hundred and Two Thousand Three Hundred and Sixty Two Dollars and Forty Cents (\$202,362.40), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2019, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2019 Permeable Alley Project Paving/ Subdrainage Project ST-056-3149

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.


NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.


Signature of Agent

James Swadlow
Signature


Signature Attorney-in-Fact Officer

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

JILL SHAFFER

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:
Number Benton's Sand & Gravel

S011241

In an amount not exceeding Ten Million Dollars\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

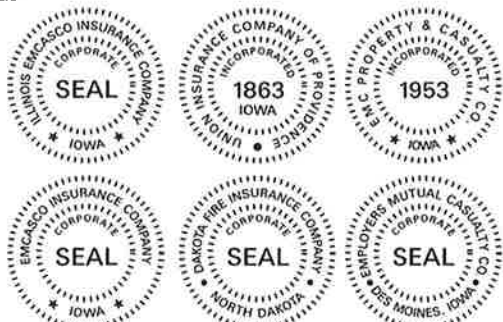
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:


RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

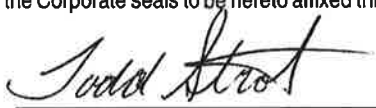
IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

1st day of July, 2018.

Seals




Bruce G. Kelley, CEO, Chairman of
Companies 2, 3, 4, 5 & 6; President
of Companies 1, 2 & 6; Treasurer of
Companies 1, 2, 3, 4 & 6


Todd Strother
Senior Vice President

On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Senior Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2019.


Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, _____.

 _____ V _____ ent

555



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TrueNorth Insurance, LC 226 Main Street Cedar Falls IA 50613		CONTACT NAME: Lynn Kimble PHONE (A/C, No, Ext): 319-553-0096 E-MAIL: certs@truenorthcompanies.com FAX (A/C, No): 319-268-2214	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: United Fire & Casualty Company	
		INSURER B: Addison Insurance Company	
		INSURER C: Colony Specialty Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1712182683**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	60342437	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	60342437	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			60342437	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	30303746	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A C	Leased Equipment Pollution Liability			60342437 CSPUC4203957	1/1/2019 10/17/2018	1/1/2020 10/17/2019	deductible \$5,000 \$250,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If Yes is indicated above for additional insured, forms General Liability #CG7201 & Auto Liability #CA7109 applies. If Yes is indicated above for waiver of subrogation, forms General Liability #CG7201, Auto Liability #CA7109, Work Comp #WC000313 apply. Umbrella Liability follows form for the General Liability, Auto Liability and Workers Compensation. Coverage is extended for work performed and required under written contract with the above named insured.
2019 Permeable Alley Project
Project NO. ST-056-3149

CERTIFICATE HOLDER**CANCELLATION**

City of Cedar Falls
220 Clay Street
Cedar Falls IA 50613

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA GOVERNMENTAL ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

SCHEDULE

Name of Organization:

Additional Insured Section:

The entity shown in the schedule above, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are included as Additional Insureds with respect to liability arising out of the Insured's work and/or services performed for the entity shown above. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

Governmental Immunities Section:

1. **Nonwaiver of Governmental Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the organization shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to the organization shown in the Schedule under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. **Claims Coverage.** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. **Assertion of Governmental Immunity.** The organization shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement, shall prevent the carrier from asserting the defense of governmental immunity on behalf of the organization shown in the Schedule.
4. **Non-Denial of Coverage.** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the organization shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the organization shown in the Schedule.
5. **No Other Change in Policy.** The insurance carrier and the organization shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

Cancellation and Material Changes Section:

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium, and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to the address shown on the schedule for the entity listed on this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance;
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured;
- (3) The additional insured gives us prompt written notice of any "occurrence" which may result in a claim and prompt written notice of "suit";
- (4) The additional insured immediately forwards all legal papers to us, cooperates in the investigation or settlement of the claim or defense against the "suit", and otherwise complies with policy conditions.
- (5) The additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this policy. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For the purpose of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.
- (6) The additional insured agrees to make available any other insurance that the additional insured has for a loss we cover under this policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 01/01/2017 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. 30303746 of the Workers Compensation

(NAME OF INSURANCE COMPANY)

issued to Benton's Sand & Gravel, Inc.

Premium \$


Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

**FORM OF PROPOSAL
2019 PERMEABLE ALLEY PROJECT
PROJECT NO. ST-056-3149
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that Benton's Sand & Gravel, Inc. have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2019 Permeable Alley Project in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations, and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2 yrs.) years from the date of final acceptance thereof at the following prices, to-wit:

ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICES	EXTENDED PRICES
1	2010-1.08-A	CLEARING & GRUBBING	UNITS	55.0	50.00	2750.00
2	2010-1.08-D	TOPSOIL, FURNISH & SPREAD	C.Y.	77.3	40.00	3092.00
3	2010-1.08-E	EXCAVATION, CLASS 10, ROADWAY WASTE	C.Y.	711.3	15.00	10669.50
4	4040-1.08-C	SUBDRAIN CLEANOUT, TYPE A-1, 6"	EACH	6.0	500.00	3000.00
5	5020-1.08-E	VALVE EXTENSION	EACH	3.0	175.00	525.00
6	6010-1.08-H	REMOVE INTAKE	EACH	1.0	500.00	500.00
7	7010-1.08-A	PAVEMENT, P.C.C., 12' WIDTH, 6"	S.Y.	50.7	58.75	2978.63

,01

ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICES	EXTENDED PRICES
8	7010-1.08-E	CURB & GUTTER, P.C.C., 2.5' WIDTH	L.F.	158.5	31.25	4953.13
9	7030-1.08-A	REMOVAL OF DRIVEWAY	S.Y.	167.3	9.00	1505.70
10	7030-1.08-A	REMOVAL OF SIDEWALK	S.Y.	73.3	9.00	659.70
11	7030-1.08-E	SIDEWALK, 6" P.C.C.	S.Y.	85.9	81.00	6957.90
12	7030-1.08-H	DRIVEWAY, 6" P.C.C.	S.Y.	173.3	71.75	12434.28
13	7030-1.08-H	DRIVEWAY, GRANULAR	S.Y.	35.4	6.75	238.95
14	7040-1.08-A	PATCH, FULL DEPTH, P.C.C., 'M' MIX	S.Y.	33.0	110.00	3630.00
15	7040-1.08-I	REMOVAL OF CURB & GUTTER	L.F.	158.5	10.00	1585.00
16	7080-1.08-B	ENGINEERING FABRIC	S.Y.	2185.2	4.00	8740.80
17	7080-1.08-C	UNDERDRAIN, 6" PLASTIC PERFORATED, TYPE 5	L.F.	1087.0	10.00	10870.00
18	7080-1.08-D	STORAGE AGGREGATE, 8"	S.Y.	1416.8	12.00	17001.60
19	7080-1.08-E	FILTER AGGREGATE, 4"	S.Y.	1416.8	6.00	8500.80
20	7080-1.08-F	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	S.F.	3697.9	10.50	38827.95
21	7080-1.08-G	PCC EDGE RESTRAINT, 6" CONCRETE SLAB, 4' WIDE	S.Y.	447.1	58.75	26267.13
22	7080-1.08-G	PCC EDGE RESTRAINT, 6" CONCRETE SLAB, 5' WIDE	S.Y.	502.5	52.50	26381.25
23	8030-1.08-A	TRAFFIC CONTROL	L.S.	1.0	1750.00	1750.00
24	9010-1.08-B	HYDRAULIC SEEDING	S.F.	4170.2	.40	1668.08

ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICES	EXTENDED PRICES
25	9040-1.08-F	WATTLE, STRAW, 9"	L.F.	300.0	5.00	1500.00
26	9040-1.08-T	INLET PROTECTION DEVICE	EACH	3.0	325.00	975.00
27	9040-1.08-T	INLET PROTECTION DEVICE MAINTENANCE	EACH	3.0	100.00	300.00
28	CF DETAIL	INTAKE, SINGLE FLAT	EACH	1.0	4100.00	4100.00
					TOTAL	202,362.40

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one Bidder. Bids shall be submitted for all of the items (Items 1-28). The successful Bidder will be determined by evaluating the sum of correct unit price extensions. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced or conditional bids. The Owner further reserves the right to reject the bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. The Owner may also reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the project to make an award to that Bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work.

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the bid opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required Bond within ten (10) calendar days after the Contract is presented to Bidder for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of 10% of Bid in the form of Bid Bond, is submitted herewith in accordance with the Instructions to Bidders.

The Bidder is prepared to submit a financial and experience statement upon request.

The Bidder has received the following Addendum or Addenda:


Addendum No. None Date
Addendum No. Date
Addendum No. Date

The Bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.C.A.,
Section 1001.

Name of bidder

Benton's Sand & Gravel, Inc.
905 Center Street, Cedar Falls IA 50613
Official Address

By 
Vice-President
Title



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Terra Ray, Engineer Technician II

DATE: May 1, 2019

SUBJECT: Ridgeway Avenue Reconstruction
Project Number RC-293-3172

The City of Cedar Falls is planning to reconstruct a portion of Ridgeway Avenue Chancellor Drive to Hwy 58. The project will require the acquisition of right of way and temporary easements along the corridor. Plans for the project shows the need for acquisitions from approximately four (4) properties.

We recommend that the Council execute documents and record at the Black Hawk County Courthouse. Parcel 1 Temporary Easement Agreement. Parcel 2 Deed, Ground Water Hazard Statement and Temporary Easement Agreement. Parcel 4 Special Warranty Deed.

xc: Chase Schrage, Principal Engineer

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The undersigned Cedar Falls Utilities, an Iowa municipal utility, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary construction easement over, under, and across the real estate legally described below, for purposes of construction of the Ridgeway Avenue Improvements Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with Grantor's rights to the real estate, or Grantor's access thereto.

Said temporary easement is granted over the following described real estate owned by Grantor, to-wit:

A Temporary Construction Easement lying in a parcel of land located in the South One-half of Lot 5 of Cedar Falls Industrial Park Phase XII, City of Cedar Falls, Black Hawk County, Iowa, more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 36, Township 89 North, Range 14 West of the Fifth Principal Meridian, thence North 00°04' 34" West, 50.00 feet along the east line of said Southwest Quarter of the Southwest Quarter to a point on the North right-of-way line of Ridgeway Avenue, also being the point of beginning; thence North 89° 58' 36" West, 50.36 feet along said north right-of-way line; thence North 89° 58' 36" West, 49.70 feet continuing along said North-right-of-way line; thence North 00° 01' 24" East, 33.00 feet; thence South 89° 58' 36" East, 100.00 feet to the East line of said Lot 5; thence South 00° 04' 34" East, 10.00 feet along said East line; thence South 00° 04' 34" East 23.00 feet along said East line to the point of beginning.

Said tract contains 3,301 square feet or 0.07 acres more or less, subject to easements and restrictions of record.



WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)
THE IOWA STATE BAR ASSOCIATION
Official Form No. 335
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)
Kevin Rogers, 220 Clay Street, Cedar Falls, Iowa 50613
Phone: (319) 273-8600

Taxpayer Information: (Name and complete address)
City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Return Document To: (Name and complete address)
City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Grantors: Cafaro Real Estate Holdings, L.L.C.	Grantees: City of Cedar Falls, Iowa
---------------------------------------------------------	-----------------------------------------------

Legal description:
Document or instrument number of previously recorded documents:



WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)

For the consideration of _____ One _____ Dollar(s) and other
valuable consideration, _____ Cafaro Real Estate Holdings, L.L.C.,
a(n) _____ Limited Liability Company _____ organized and existing under
the laws of _____ Iowa _____ does hereby Convey to _____ City of Cedar Falls, Iowa

the following described real estate in _____ Black Hawk _____ County, Iowa:

See addendum attached

Subject to Easements of Record

This land is being acquired for public purposes through an exercise of the power of eminent domain and a Declaration of Value is not required pursuant to Iowa Code § 428A.1.

The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated on 4-24-19.

Cafaro Real Estate Holdings, L.L.C. _____, a(n) Limited Liability Company

By Della J. Cafaro, Manager By _____
Della Cafaro, Manager

STATE OF IOWA, COUNTY OF BLACK HAWK
This record was acknowledged before me on 4/24/19, by Della Cafaro

as Manager
of Cafaro Real Estate Holdings, L.L.C.



Amy C. Eggleston
Signature of Notary Public

Index Legend	
Location:	SE of SW, Section 36, Township 89 N, Range 14 W
Requestor:	City of Cedar Falls
Proprietor:	Cafaro Real Estate Holdings, LLC
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	3950 River Ridge Drive NE, Suite A Cedar Rapids, IA 52402 (319) 365-9565

ACQUISITION PLAT

EXHIBIT 2-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF CEDAR FALLS
RIDGEMAN AVENUE IMPROVEMENTS
419 W. RIDGEMAN AVENUE
PARCEL 2

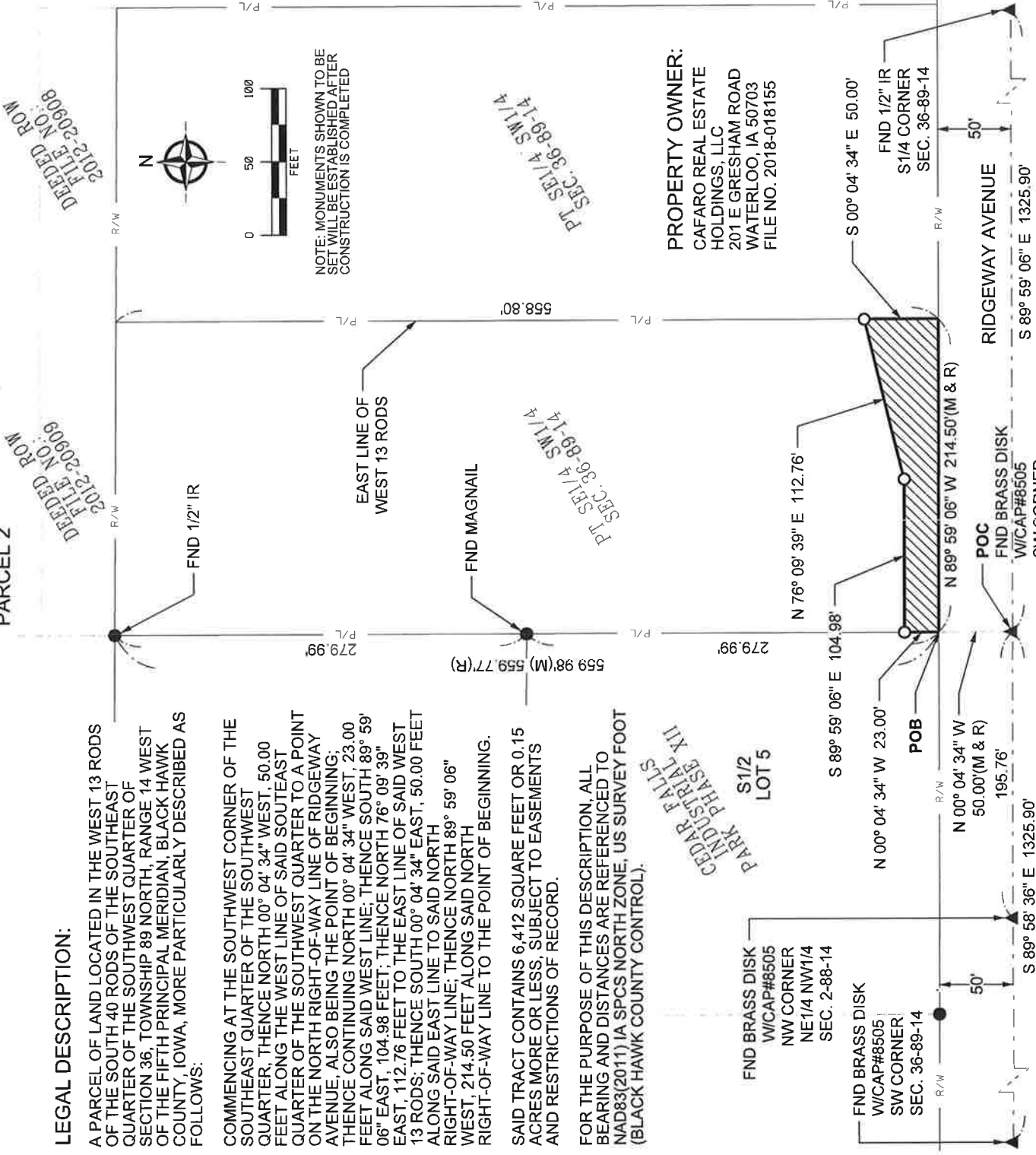
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE WEST 13 RODS OF THE SOUTH 40 RODS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE NORTH 00° 04' 34" WEST, 50.00 FEET ALONG THE WEST LINE OF SAID SOUTEAST QUARTER OF THE SOUTHWEST QUARTER TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF RIDGEMAN AVENUE, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00° 04' 34" WEST, 23.00 FEET ALONG SAID WEST LINE; THENCE SOUTH 89° 59' 06" EAST, 104.98 FEET; THENCE NORTH 76° 09' 39" EAST, 112.76 FEET TO THE EAST LINE OF SAID WEST 13 RODS; THENCE SOUTH 00° 04' 34" EAST, 50.00 FEET ALONG SAID EAST LINE TO SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 89° 59' 06" WEST, 214.50 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 6.412 SQUARE FEET OR 0.15 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT (BLACK HAWK COUNTY CONTROL).



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND 1/2" RED ROD W/YELLOW CAP#12086(UNLESS NOTED)
 - SET 1/2" RED ROD W/ORANGE CAP#24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - R/W — RIGHT-OF-WAY LINE
 - - - EXISTING LOT LINE
 - P/L — PROPERTY LINE
 - ▨ PROPOSED RIGHT-OF-WAY ACQUISITION

FOUND SECTION CORNER MONUMENT

SET SECTION CORNER MONUMENT

FOUND 1/2" RED ROD W/YELLOW

CAP#12086(UNLESS NOTED)

SET 1/2" RED ROD W/ORANGE

CAP#24243 (UNLESS NOTED)

MEASURED DIMENSION

RECORDED DIMENSION

IRON ROD

IRON PIPE

SECTION LINE

RIGHT-OF-WAY LINE

EXISTING LOT LINE

PROPERTY LINE

PROPOSED RIGHT-OF-WAY ACQUISITION



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.

Wesley F. Shimp, P.L.S.
License Number: 24243
My license renewal date is DECEMBER 31, 2020.
Pages or sheets covered by this seal:
1 of 1

FIELD SURVEY COMPLETED: JANUARY 2019

SURVEY FOR:
CITY OF CEDAR FALLS
2ND STREET
CEDAR FALLS, IA 50613
(319) 273-8600

Foth
Foth Infrastructure & Environment, LLC
3950 River Ridge Drive NE, Suite A
Cedar Rapids, IA 52402-2515
Phone: 319-365-9565 Fax: 319-365-9631

FOTH PROJECT NO. 18C052-01 DATE: 3/21/2019

SHEET
1 OF 1

REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT
TO BE COMPLETED BY TRANSFEROR

TRANSFEROR:

Name	Carfro Real Estate Holdings, LLC		
Address	201 Gresham Road	Waterloo	IA 50703
	Number and Street or RR	City, Town or PO	State Zip

TRANSFeree:

Name	City of Cedar Falls		
Address	220 Clay Street	Cedar Falls	IA 50613
	Number and Street or RR	City, Town or PO	State Zip

Address of Property Transferred:

See Attached for part of 419 W Ridgeway Ave

Number and Street or RR

Legal Description of Property: (Attach if necessary)

See Attached

1. Wells (check one)

- ☒ There are no known wells situated on this property.
☐ There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

2. Solid Waste Disposal (check one)

- ☐ There is no known solid waste disposal site on this property.
☐ There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

3. Hazardous Wastes (check one)

- ☐ There is no known hazardous waste on this property.
☐ There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

4. Underground Storage Tanks (check one)

- ☐ There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
☒ There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

5. Private Burial Site (check one)

- ☒ There are no known private burial sites on this property.
☐ There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

6. Private Sewage Disposal System (check one)

- ☒ All buildings on this property are served by a public or semi-public sewage disposal system.
☐ This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.
☐ There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.
☐ There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.
☐ There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.
☐ There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]
☐ This property is exempt from the private sewage disposal inspection requirements pursuant to the following Exemption [Note: for exemption #9 use prior check box]: _____
☐ The private sewage disposal system has been installed within the past two years pursuant to permit number _____

Information required by statements checked above should be provided here or on separate sheets attached hereto:

I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.

Signature:

David J. Cyfari, manager
(Transferor or Agent)

Telephone No.:

319-230-9846

Index Legend	
Location:	SE of SW, Section 36, Township 89 N, Range 14 W
Requestor:	City of Cedar Falls
Proprietor:	Cafaro Real Estate Holdings, LLC
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	3950 River Ridge Drive NE, Suite A Cedar Rapids, IA 52402 (319) 365-9565

ACQUISITION PLAT

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF CEDAR FALLS
RIDGEMAN AVENUE IMPROVEMENTS
419 W. RIDGEMAN AVENUE
PARCEL 2

EXHIBIT 2-F

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE WEST 13 RODS OF THE SOUTH 40 RODS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE NORTH 00° 04' 34" WEST, 50.00 FEET ALONG THE WEST LINE OF SAID SOUTEAST QUARTER OF THE SOUTHWEST QUARTER TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF RIDGEMAN AVENUE, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00° 04' 34" WEST, 23.00 FEET ALONG SAID WEST LINE; THENCE SOUTH 89° 59' 06" EAST, 104.98 FEET; THENCE NORTH 76° 09' 39" EAST, 112.76 FEET TO THE EAST LINE OF SAID WEST 13 RODS; THENCE SOUTH 00° 04' 34" EAST, 50.00 FEET ALONG SAID EAST LINE TO SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 89° 59' 06" WEST, 214.50 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 6.412 SQUARE FEET OR 0.15 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT (BLACK HAWK COUNTY CONTROL).

CEDAR FALLS INDUSTRIAL PARK PHASE XII
S1/2 LOT 5

FND BRASS DISK
W/CAP#8505
NW CORNER
NE 1/4 NW 1/4
SEC. 2-88-14

FND BRASS DISK
W/CAP#8505
SW CORNER
SEC. 36-89-14

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REDD WYELLOW CAP#12086 (UNLESS NOTED)
- SET 1/2" REDD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- - - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE

PROPOSED RIGHT-OF-WAY ACQUISITION

SURVEY FOR:

CITY OF CEDAR FALLS
2000 W. RIVER STREET
CEDAR FALLS, IA 50613
(319) 273-8600

574

FOTH PROJECT NO. 18C052-01 DATE: 3/21/2019



Foth Infrastructure & Environment, LLC
3950 River Ridge Drive NE, Suite A
Cedar Rapids, IA 52402-2515
Phone: 319-365-9565 Fax: 319-365-9631

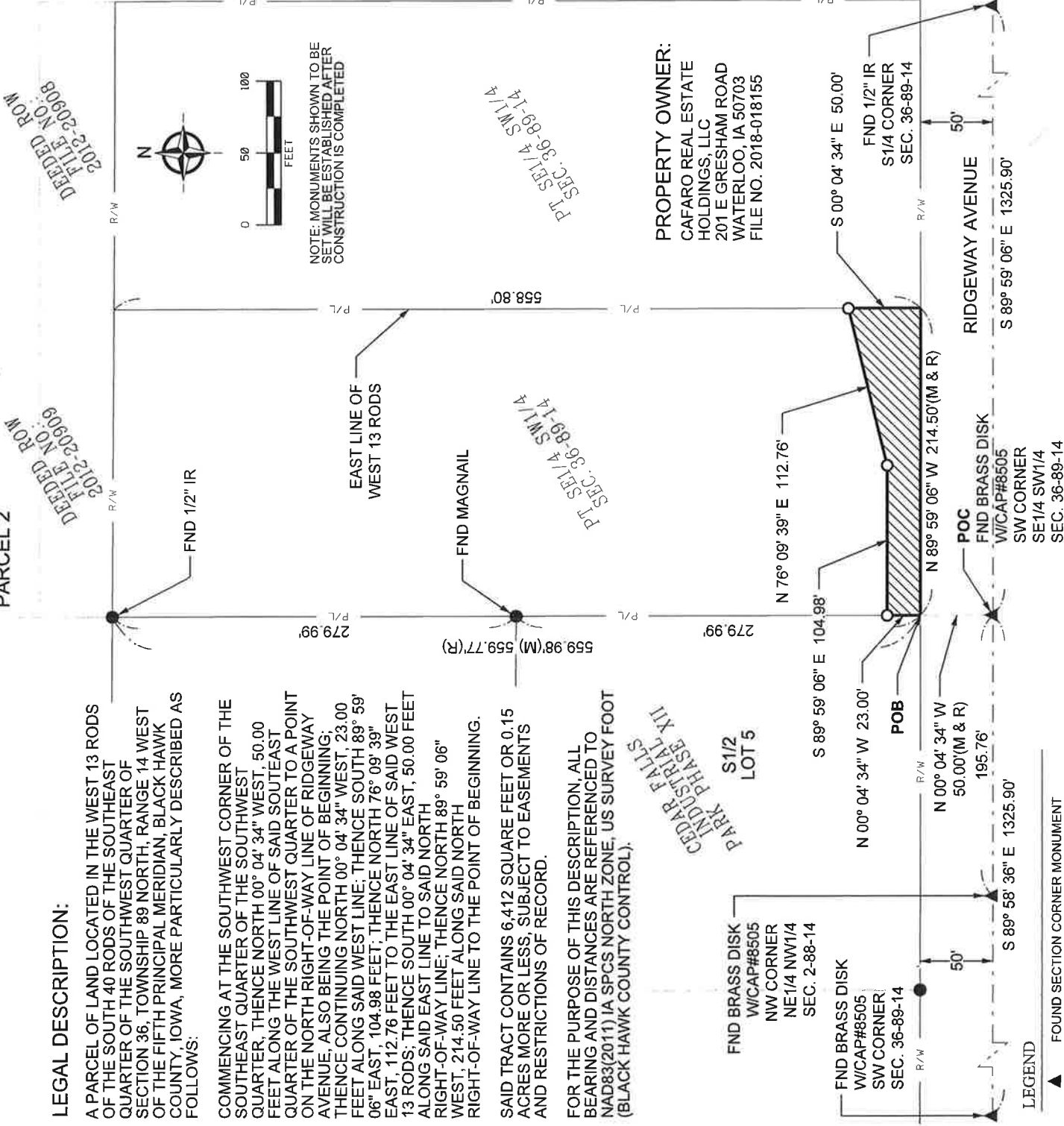
SHEET
1 OF 1



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.

Wesley F. Shimp
WESLEY F. SHIMP, P.L.S.
License Number: 24243
My license renewal date is DECEMBER 31, 2020.
Pages or sheets covered by this seal:
1 of 1

FIELD SURVEY COMPLETED: JANUARY 2019



OWNER'S TEMPORARY CONSTRUCTION EASEMENT

This instrument (this "Agreement") is made this 24th day of April, 2019, by **Cafro Real Estate holdings, LLC**, ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the **State of Iowa** ("Grantee").

WHEREAS, Grantor is the owner of certain real property identified on Exhibit A attached hereto (the "Easement Area").

WHEREAS, the Grantee proposes to grade, shape and seed improvements within the Easement Area.

WHEREAS, the Grantor has agreed to grant to the Grantee, a temporary easement for construction for the purpose of grading, shaping and seeding, if applicable, upon the Easement Area, for \$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 of the City.

THEREFORE, for the above consideration, the Grantor hereby grants unto the Grantee the easement and rights described herein, which easement and rights shall be binding upon the Grantor.

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.

The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area covered by the easement only for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If, however the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and

interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement crosses. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of construction, reconstruction, maintenance, repair or replacement work. Grantee furthermore agrees not to store any tools, equipment or vehicles within the Easement Area after the completion of work on any day.

Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Temporary Construction Easement Agreement. The provisions of this paragraph shall terminate upon completion of the Project and final acceptance of public improvements by the City Council of Grantee. In addition, the Grantee, at Grantee's sole cost and expense, will restore the Easement Area to a condition as good as prior to it performing any such work. Furthermore, Grantee, at Grantee's sole cost and expense, shall repair any damage to the Easement Area and any portion of the Grantor's Property or any improvements located thereon, including, without limitation, any fences, driveways, drainage channels, and any other improvements, to the extent caused by the Grantee, its agents, employees, contractors, or subcontractors, or to the extent arising from any construction and/or maintenance performed by Grantee or from the Grantee's use of said easement.

Grantor's grant of easement is hereby made subject to any and all easements, restrictions and other conditions that are of record or which would be shown by an inspection of the property.

Grantor, for itself, its successors and assigns, does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area

upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the Project and final acceptance of public improvements by the city council of the City.

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.

Cafro Real Estate holdings, LLC

By:

Name:

Della J. Cafaro

Title:

manager

State of

Iowa)

County of

Black Hawk)

This record was acknowledged before me on the 24 day of April, 2019, by Della J. Cafaro, as manager of Cafro Real Estate Holdings, LLC.

Amy C. Eggleston
Signature of notarial officer



Stamp

[Admin Assistant]
Title of Office

[My commission expires: May 11, 2021]

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires: _____

TEMPORARY EASEMENT

EXHIBIT 2-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
RIDGWAY AVENUE IMPROVEMENTS
419 W. RIDGWAY AVENUE
PARCEL 2

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE WEST 13 RODS OF THE SOUTH 40 RODS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE NORTH 00° 04' 34" WEST, 73.00 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00° 04' 34" WEST, 10.00 FEET ALONG SAID WEST LINE; THENCE SOUTH 89° 59' 06" EAST, 40.56 FEET; THENCE NORTH 76° 09' 40" EAST, 110.88 FEET; THENCE NORTH 00° 04' 34" WEST, 92.55 FEET; THENCE SOUTH 89° 59' 06" EAST, 66.24 FEET TO THE EAST LINE OF SAID WEST 13 RODS; THENCE SOUTH 00° 04' 34" EAST, 102.10 FEET ALONG SAID EAST LINE; THENCE SOUTH 76° 09' 39" WEST, 112.76 FEET; THENCE NORTH 89° 59' 06" WEST, 104.98 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 9,986 SQUARE FEET OR 0.23 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT (BLACK HAWK COUNTY CONTROL).

PROPERTY OWNER:
CAFARO REAL ESTATE
HOLDINGS, LLC
201 E GRESHAM ROAD
WATERLOO, IA 50703
FILE NO. 2018-018155



EAST LINE OF
WEST 13 RODS

FND MAGNAIL

FND BRASS DISK
W/CAP#8505
NW CORNER
NE1/4 NW1/4
SEC. 2-88-14

FND BRASS DISK
W/CAP#8505
SW CORNER
SEC. 36-89-14

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/YELLOW CAP#12086(UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- - - RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- - - PROPERTY LINE

TEMPORARY CONSTRUCTION EASEMENT

SURVEY FOR:
CITY OF CEDAR FALLS
2ND STREET
CEDAR FALLS, IA 50613
(319) 273-8600

FOTH PROJECT NO. 18C052-01 DATE: 3/21/2019



Foth

Foth Infrastructure & Environment, LLC
3950 River Ridge Drive NE, Suite A
Cedar Rapids, IA 52402-2515
Phone: 319-365-9565 Fax: 319-365-9631

FIELD SURVEY COMPLETED: JANUARY 2019

SHEET
1 OF 1

RECORDER'S COVER SHEET

TYPE OF DOCUMENT:

Special Warranty Deed

PREPARER INFORMATION: (name, addresses and phone number)

Kevin Rogers, City Attorney
220 Clay Street
Cedar Falls, IA 50613
319-273-8600

TAXPAYER INFORMATION: (name and complete address)

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

RETURN DOCUMENT TO:

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

GRANTOR: VEREIT Real Estate, L.P.

GRANTEE: City of Cedar Falls, Iowa

LEGAL DESCRIPTION: See Exhibit A attached

BOOK AND PAGE REFERENCE: N/A

SPECIAL WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, VEREIT Real Estate, L. P., a Delaware limited partnership ("Grantor"), does hereby Convey to the City of Cedar Falls, Iowa ("Grantee") the following real estate in Black Hawk County, Iowa:

As legally described on EXHIBIT A attached hereto and incorporated herein, and as depicted on EXHIBIT B (as Parcel "C") attached hereto and incorporated herein (the "Real Estate"),

subject to all matters of public record; all zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the Real Estate; and all matters visible upon or about the Real Estate or that would be disclosed by an accurate survey of the Real Estate.

Grantor does Hereby Covenant with Grantee, and successors in interest, that Grantor holds the Real Estate by title in fee simple; that it has good and lawful authority to sell and Convey the Real Estate; that the Real Estate is free and clear of all liens and encumbrances except as may be above-stated; and Grantor Covenants to Warrant and Defend the Real Estate against the lawful claims of all persons except as may be above-stated against the acts of Grantor but against the acts of no other.

Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.


The transaction contemplated herein is exempt from transfer tax pursuant to Iowa Code 428A.2, subsection 6.

SIGNATURE PAGE TO FOLLOW

GRANTOR

VEREIT REAL ESTATE, L.P.,
a Delaware limited partnership

By: VEREIT Real Estate GP, LLC,
a Delaware limited liability company,
its General Partner

By: 
Name: Todd J. Weiss
Its: General Counsel, Real Estate

STATE OF ARIZONA)
) ss.
MARICOPA COUNTY)

Personally came before me this 2nd day of May, 2019, the above-named Todd J. Weiss, to me known to be the person who executed the foregoing instrument in his capacity as General Counsel, Real Estate of VEREIT Real Estate GP, LLC, general partner of VEREIT Real Estate, L.P., a Delaware limited partnership, to me known to be the same, and acknowledged that he executed the foregoing instrument in such capacity.


Notary Public

My commission: 7/2/19

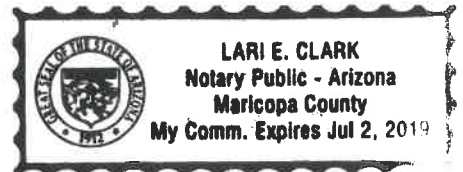


Exhibit A

All that part of the East 1/2 of the Northwest Fractional Quarter and the West 1/2 of the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, described as follows:

Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter (SE 1/4 - SW 1/4) of Section 36, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, thence S00°00'54"W 65.00 feet to the existing South right-of-way line of West Ridgeway Avenue; thence S89°59'06"E 121.88 feet along said South right-of-way line to the point of beginning; thence continuing S89°59'06"E 624.92 feet along said South right-of-way line; thence S75°58'28"E 41.60 feet along said South right-of-way line; thence S89°22'23"E 389.10 feet along said South right-of-way line to the Westerly right-of-way line of Highway 58; thence S00°08'23"E 100.00 feet along said Westerly right-of-way line; thence N53°04'46"W 107.60 feet; thence N89°59'06"W 150.00 feet along a line parallel with and 114.61 feet normally distant from the North line of Section 2; thence S87°26'26"W 120.00 feet to a point 120 feet South of the North line of Section 2; thence N89°59'06"W 74.01 feet along a line parallel with and 120.00 feet normally distant from the North line of Section 2; thence N44°59'06"W 56.57 feet; thence N89°59'06"W 317.86 feet along a line parallel with and 80.00 feet normally distant from the North line of Section 2; thence Westerly 47.41 feet along a 194.00 foot radius curve, concave Southerly, said curve having a long chord of 47.29 feet bearing S83°00'57"W; thence S76°01'01"W 44.04 feet; thence Southwesterly 18.31 feet along a 29.00 foot radius curve, concave Southeasterly, said curve having a long chord of 18.01 feet bearing S57°55'24"W; thence Southerly 55.80 feet along a 54.00 foot radius curve, concave Easterly, said curve having a long chord of 53.35 feet bearing S10°13'53"W; thence S20°07'35"E 15.21 feet; thence S69°51'18"W 83.70 feet; thence N25°07'08"W 35.01 feet; thence N22°08'57"W 49.76 feet; thence Northwesterly 75.27 feet along a 138.83 foot radius curve, concave Southwesterly, said curve having a long chord of 74.35 feet bearing N37°40'46"W to the existing South right-of-way line of West Ridgeway Avenue and the point of beginning, containing 0.97 acres.

Exhibit B

SEE ATTACHED



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 II
DATE: May 1, 2019
SUBJECT: Rental to Single Family Owner Conversion Incentive Program: 315 Franklin 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.

Drue Hadenfeldt and Tiffany Gonzales purchased 315 Franklin Street in September 2018. The new owners have submitted an application, attached, to be considered for the Rental to Single Family Owner Conversion Incentive Program. This property is unique as it falls within a C-1 zoning district and was a two family conversion. The previous owner occupied the bottom unit and rented out the upper unit. The new owners are in the process of converting the property back into a single family home and have already invested approximately \$18,000 into the property, see attached supplemental materials. The property has been partially utilized as a rental for at least the past three years, falls within the program's geographical boundaries, and is located in a block with less than 75% rentals. Although the property is not located in a residentially zoned district and was not a single family home/rental, with the improvements already made to the site converting the property back into a single-family home, staff finds that this property meets the intent of the Rental to Single Family Owner Conversion Incentive Program and warrants consideration.

Drue Hadenfeldt and Tiffany Gonzales are proposing to use funds from the program to install new windows on the upper floors. Based on the submitted bid by Home Town Restyling, the actual cost of the improvement listed is \$11,164.00.

The Community Development Department recommends adopting a resolution approving this property for a forgivable loan of up to \$10,000 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).

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

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

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: 315 Franklin Street
and legally described as ORIGINAL PLAT CEDAR FALLS S 62 FT LOT 3 BLK 21

(hereinafter the "Rehabilitated Property").

WHEREAS, the City of Cedar Falls, Iowa, has advanced certain sums to the following owner or owners: Drue Hadenfeldt and Tiffany Gonzales (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 13th and 24th 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 25th and 36th 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 37th and 48th 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 49th and 60th 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.

Drue Hadenfeldt
OWNER

Tiffany Gonzales
OWNER

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

This instrument was acknowledged before me on the ____ day of _____, 2019, by Drue Hadenfeldt and Tiffany Gonzales.

Notary Public in and for the State of Iowa



DEPARTMENT OF COMMUNITY DEVELOPMENT
RENTAL TO OWNER CONVERSION INCENTIVE PROGRAM INFORMATION

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

General Information: The program offers a Forgivable Loan up to \$10,000 for improvements to a single unit residential rental property being purchased and converted to an owner occupied residence. Funding is only available for rental property purchases and must be coordinated with lenders/realtors at time of closing or shortly after. (Lenders/realtors are encouraged to contact City staff early on in the purchase review process). It is a discretionary program that provides a five year forgivable loan for qualifying improvements. Projects must meet the following minimum criteria:

1. Properties must be located in a block of R-1 or R-2 zoning (a mixture of the two can be present), that have been rentals for at least 3 years.
2. Property must be a single unit
3. Residences located in the designated Boundary Area (see attached map) containing less than 75% rental properties, with potential preference to a project within a block containing less than 50% rentals.
4. 100% of the City funded project cost is associated with the building exterior or property improvements.

This is an initial pilot program to determine neighborhood impact and level of participation.

Deadline: Rolling. FY16-FY20

Evaluation of Proposals: Projects will be evaluated based on the following elements:

- Level of investment – Is the owner leveraging the grant to provide more than a 1:1 match?
- Scope of the project – Are multiple exterior and property improvement items included in the project?
- Neighborhood context – Is this a neighborhood with less than 50% rentals where there is potential to maintain a balance of majority owner-occupied residences?
- Distinguishing factors – Are there other circumstances to consider that make the request exceptional and lead to significant positive impacts upon the neighborhood?

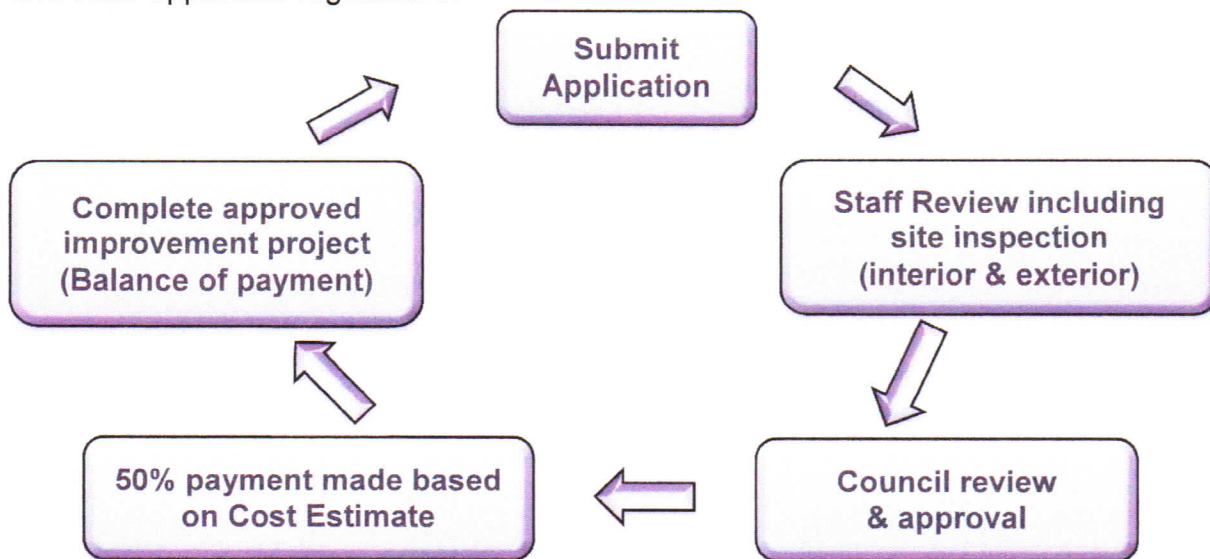
This is a discretionary program. There is no requirement to fund a project request.

Major Exterior Improvements May Include:

- Siding – Replacing or scraping and repainting a majority of the house (and garage).
- Windows – Improvement (re-glazing, repainting, restoring to functional, etc.), replacement, restoration of boarded up/covered window(s) over a majority of the windows.
- Other items may be funded as part of a larger project up to a reasonable limit, including aspects such as (see next page):

- Landscaping (up to \$1,000)
- Roof – replacing and gutters
- Removing extra areas of paving or deteriorated paving, gravel and replacing gravel with hard surface and removal of deteriorated stoops/porches.

Review & Approval Process: Once the City's Community Development Department receives a completed application, an on-site inspection will take place to complete a major systems evaluation. Information gathered during the inspection and project information provided in the application will be factored into the project evaluation completed by city staff. Projects are subject to City Council approval. Any awarded project will require 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. All projects must comply with all Planning & Zoning, Building, Fire, and other applicable regulations.

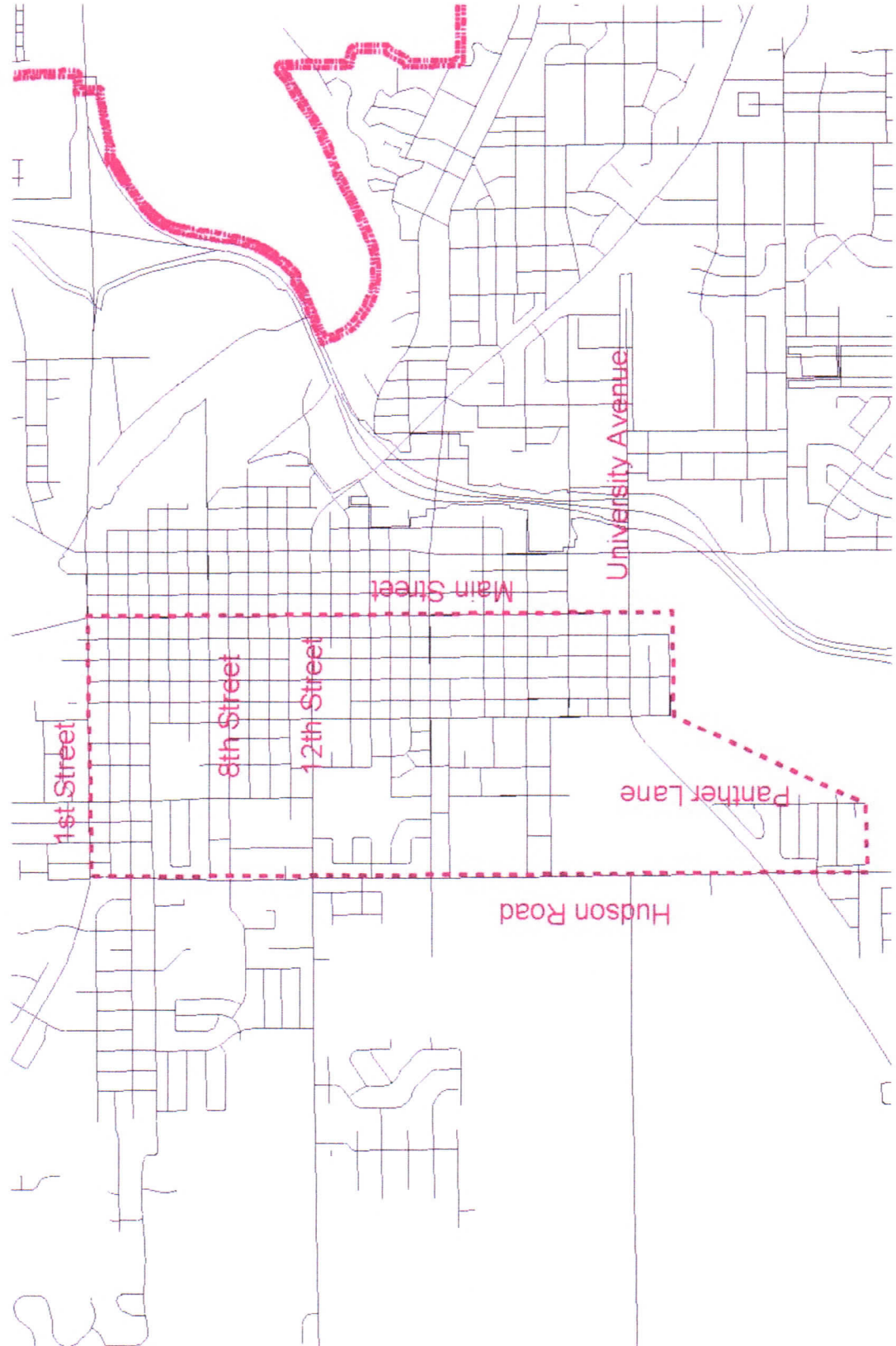


Forgivable Loan Funding Process: Upon signing all applicable documents, approved recipients will receive 50% of the funds at closing. The final 50% will be reimbursed to homeowner upon project completion with documented receipts and staff inspection of completed improvements. Completion includes: addressing all project improvements that were indicated in the program application and contract, any remaining invoices and corresponding proof of payment, as well as recording all required documents (including but not limited to the applicable lien).

Checklist for a Complete Submittal: Submit the completed application and all required attachments to the Planning and Community Services Division or email to planning@cedarfalls.com. See checklist below to assist in a complete submittal.

- ☐ Completed Rental to Owner Conversion Grant Program Application
- ☐ Drawings and plans of the building detailing existing and proposed building layout
- ☐ Narrative describing the project and the anticipated impact
- ☐ Itemized estimated or actual project cost

Rental to Owner Conversion Program Boundary Map



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DEPARTMENT OF COMMUNITY DEVELOPMENT
RENTAL TO OWNER CONVERSION INCENTIVE PROGRAM APPLICATION

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

Property's Address: 315 FRANKLIN ST CF

Property Zoning (circle one): R1 , R2 , Other C1

Name of Applicant: DRUE HADENFELDT

Applicant's Email: hadenfeldt@gmail.com Daytime Phone #: (319) 215-5958

Current Deed Holder or Contract Buyer: DRUE HADENFELDT

Mailing Address of Owner (if different than above): N/A

Owner's Email: hadenfeldt@gmail.com Daytime Phone #: (319) 215-5958

Nature of improvements (specify): Replace 9 windows on 2nd story, as they are original, extremely old, and are not energy efficient.

Estimated or Actual Cost of Improvements: \$11,164.00

Proposed Start Date: Summer 2019 Estimated or Actual Date of Completion: Late Summer 2019

Lender: N/A Daytime Phone #: N/A

Lender Address: N/A

Applicants Signature: Drue Hadenfeldt Date: 04/22/2019

Name (Printed): DRUE HADENFELDT

FOR CITY USE ONLY

CITY COUNCIL	Application Approved / Disapproved
	Reason (if disapproved): _____
	Date: _____ Resolution No. _____
	Attested by the City Clerk
ASSESSOR	Present Assessed Value of Structure _____
	Assessed Value with Improvements _____
	Eligible or Non-eligible for Tax Abatement _____
	Assessor _____ Date _____

City of Cedar falls,

My wife and I are excited about the Rental to Owner Conversion Incentive Program that Cedar Falls offers. We purchased a Multi-family home on September 21, 2018, with the intent to convert it into a single family home, and our forever home. During our existing improvements our family grew at the end of November with a new baby girl. We're looking forward to raising her here in such a beautiful neighborhood.

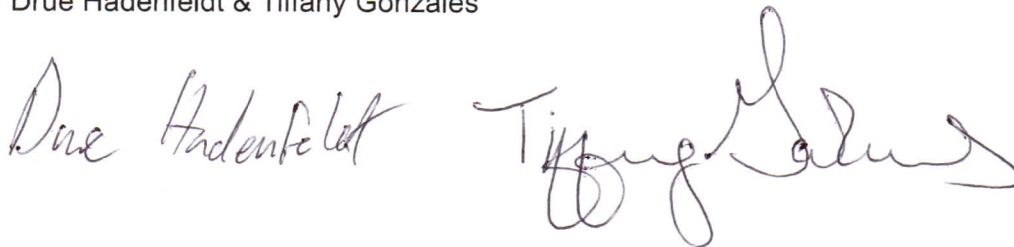
We've been investing with upgrades into almost every room in the house but a major project is adding the stairwell back into the interior of the house. The project is nearing completion and we've already invested \$17,939.35 (breakdown upon request). This is a new red oak staircase, with wainscoting running the entire length of the stairs. Our hope is to maintain the home's historical integrity, and to make improvements that echo the period of which it was built (see attached pictures).

We are applying for the full \$10,000 grant which will allow us to replace nine of the original 2nd floor windows. The old windows have cracks, are no longer sealed and many of the old storm windows are almost falling off the house. The replacement windows cost is \$11,164.00 (see attached quote) and is planned to be installed in late summer pending grant approval. This would drastically improve the energy efficiency and look to our home.

Thank you for your time and consideration. Please let us know if you have any questions or concerns.

Sincerely,

Drue Hadenfeldt & Tiffany Gonzales

Handwritten signatures of Drue Hadenfeldt and Tiffany Gonzales in cursive script.



04/22/19

The following estimate is for window replacement at the home of; **Drue Hadenfeldt & Tiffany Gonzales** located at: **315 Franklin St Cedar Falls, IA 50613**

This price for (9) woodgrain Sunrise windows includes:

- (4) master bedroom,(1) master closet,(2) baby's room,(1) hall bath & (1) spare room
- Removal and disposal of existing windows.
- Inspect and replace any bad wood sills, seal weak points, and re-insulate openings
- Color to be Colonial Cherry inside and white outside
- *Free* upgrade to Omega 12 glass (12 coats Low E & argon)
- Window frames are insulated with injected polyurethane foam
- Half screens, multi-locks and all hardware
- Stainless steel spacer bars
- 20 year workmanship warranty (guaranteed not leak air or water for 20 years)
- Lifetime transferable window warranty, lifetime screen replacement warranty
- Glass breakage warranty on Restorations model
- Tax, labor, materials, dump fees and permits included
- Employee labor & in-house service department

Does not include:

- Removal and reinstallation of blinds/curtains
- Painting

Sunrise (mid level window)

6 month pricing: \$11,164.00 (this price is good for 6 months)

June pricing: \$10,047.00 (this price is good for 30 days)

1/3 down, balance due upon installation

BLACK HAWK COUNTY REAL ESTATE ASSESSMENT AND TAX INFORMATION

Parcel ID		Deed Holder	Tax Mail to Address	
8914-12-185-005		HADENFELDT, DRUE W GONZALES, TIFFANY	HADENFELDT, DRUE W GONZALES, TIFFANY	
PDF No.	Map Area	Contract Buyer	315 FRANKLIN ST CEDAR FALLS, IA 50613-0000	
9	SCDRFLS-01			
Property Address			Current Recorded Transfer	
315 FRANKLIN ST CEDAR FALLS, IA 50613-2747			Date Drawn	Date Filed
			9/14/2018	9/28/2018
			Recorded Document	Type
			2019 005296	D

SALES			BUILDING PERMIT			
Date	Amount	NUTC / Type	Date	Number	Amount	Reason
9/14/2018	210,000	NORMAL - 12 / Deed	12/31/2018	CF 05457	7,000	Misc
11/12/2013	83,683	SALE BETWEEN FAMILY MEMBERS OR RELATED PARTIES - 12 / Deed	10/6/2011	CF HA 0029	0	A/C
			8/5/2010	CF 16692	14,000	Roof

ASSESSED VALUES/CREDITS

Year						Class
2019 Values Pending Board of Review Action **** Rollback percentages will be provided by the state in October, and will be applied at that time to determine the taxable values****						R
100% Value	Land	Multi-Residential Land		Dwelling	Building	Total
	19,750	0		177,640	0	197,390
Credits	Military Exemption	Homestead Credit	Disabled Veteran Credit	Property Tax Relief Credit	Agricultural Credit	Family Farm Credit
		Y				
Taxable Value	Land	Multi-Residential Land		Dwelling	Building	Total
	19,750	0		177,640	0	197,390

Year						Class
2018						R
100% Value	Land	Multi-Residential Land		Dwelling	Building	Total
	19,750	0		160,280	0	180,030
Taxable Value	Land	Multi-Residential Land		Dwelling	Building	Total
	11,241	0		91,228	0	102,469

Year						Class
2017						R
100% Value	Land	Multi-Residential Land		Dwelling	Building	Total
	19,750	0		160,280	0	180,030
Credits	Military Exemption	Homestead Credit	Disabled Veteran Credit	Property Tax Relief Credit	Agricultural Credit	Family Farm Credit
		Y				
Taxable Value	Land	Multi-Residential Land		Dwelling	Building	Total
	10,985	0		89,149	0	100,134

Year						Class
2016						R
100% Value	Land	Multi-Residential Land		Dwelling	Building	Total
	19,750	0		160,280	0	180,030
Credits	Military Exemption	Homestead Credit	Disabled Veteran Credit	Property Tax Relief Credit	Agricultural Credit	Family Farm Credit

		Y			
Taxable Value	Land	Multi-Residential Land	Dwelling	Building	Total
	11,245	0	91,262	0	102,507

TAX INFORMATION ASSESSMENT YEAR 2017 PAYABLE 2018/2019						
Tax District 910001 - CEDAR FALLS						
	Gross Value	Taxable Value	Military Exemption	Levy Rate	Gross Tax	Net Tax
Corp	180,030	100,134	0	33.2251	\$3,326.96	\$3,166.00
Nocorp	0	0	0	0	\$0.00	
	Homestead Credit	Disabled Veteran Credit	Property Tax Relief Credit	Ag Credit	Business Property Tax Credit	
Corp	\$161.14	\$0.00	\$0.00	\$0.00	\$0.00	
Nocorp			\$0.00			

LEGAL

ORIGINAL PLAT CEDAR FALLS S 62 FT LOT 3 BLK 21

LAND

Basis	Front	Rear	Side 1	Side 2	Lot	Area	Acres
Front Foot	62	62	132	132	0	8184	0.188
Totals:						8184	0.188

DWELLING CHARACTERISTICS

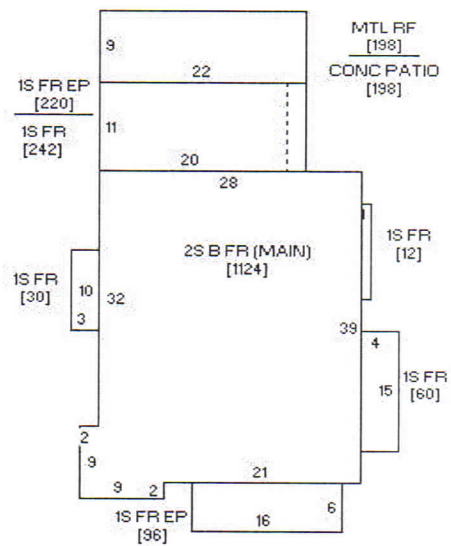
Type		Style		Total Living Area						
Two-Family Conversion		2 Story Frame		2592						
Year Built	Area	Heat		AC		Attic				
1900	1124	Yes		Yes		Floor & Stairs				
Total Rooms Above		Total Rooms Below		Bedrooms Above		Bedrooms Below				
9		0		4		0				
Basement		Basement Finished Area		No Basement Floor						
Full		0		0						
Foundation				Flooring						
Stn				Carp / Vinyl / Hdwd						
Exterior Walls				Interior Finish						
Asb				Plas						
Roof										
Asph / Hip										
Non-Base Heating	Floor/Wall	Pipeless		Handfired		Space Heaters				
	0									
Additions	Year Built	Style	Area	Basement (SF)		No Basement (SF)		Heat	AC	Attic
	1900	1 Story Frame	30	0		0		Yes	Yes	0
	1900	1 Story Frame	60	0		0		Yes	Yes	0
	1900	1 Story Frame	242	0		0		Yes	Yes	0
	1900	1 Story Frame	12	0		0		Yes	Yes	0
Plumbing	2 Full Bath	Fireplace	Type	Count		<				
	2 Sink		2 Story Masonry	1						
						Porch	Style	Area		
							1S Frame	96		
							Enclosed			
							Frame Encl 2nd Floor	220		
						Deck	Style	Area		
Concrete Patio-Low	198									
Fbgls/Mtl Roof-Low	198									

GARAGES

BASEMENT STALLS

Year Built	Style	Width	Length	Area	Basement	Qtrs Over	Area	AC	None
1900	Det Frame	20	24	480	0	None	0	0	

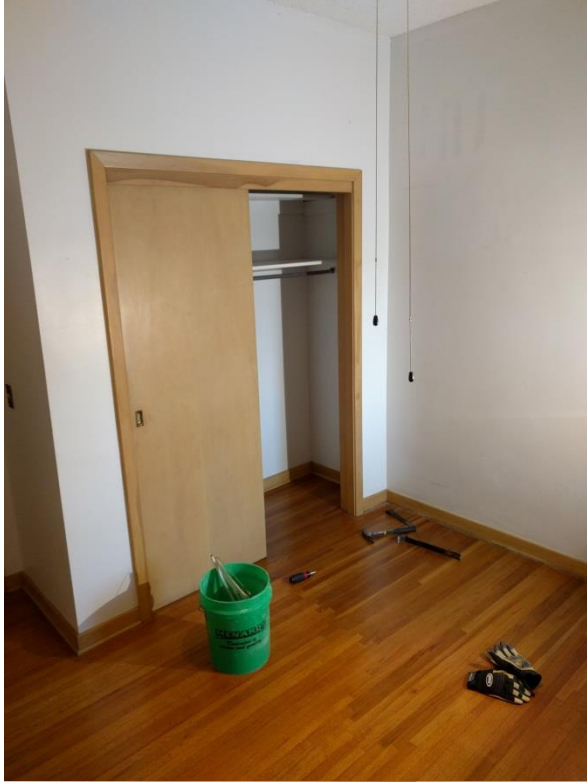
Entry Status: Inspected



Date Website Last Updated: 04/12/2019

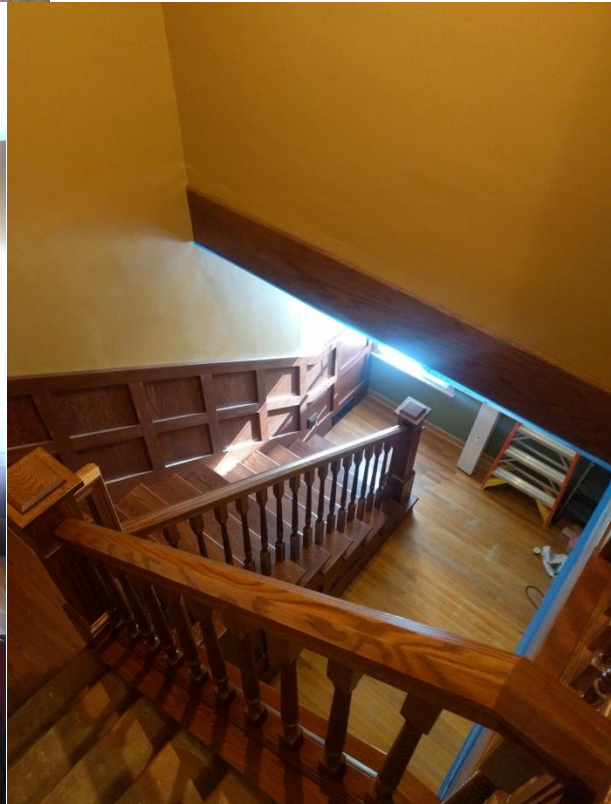
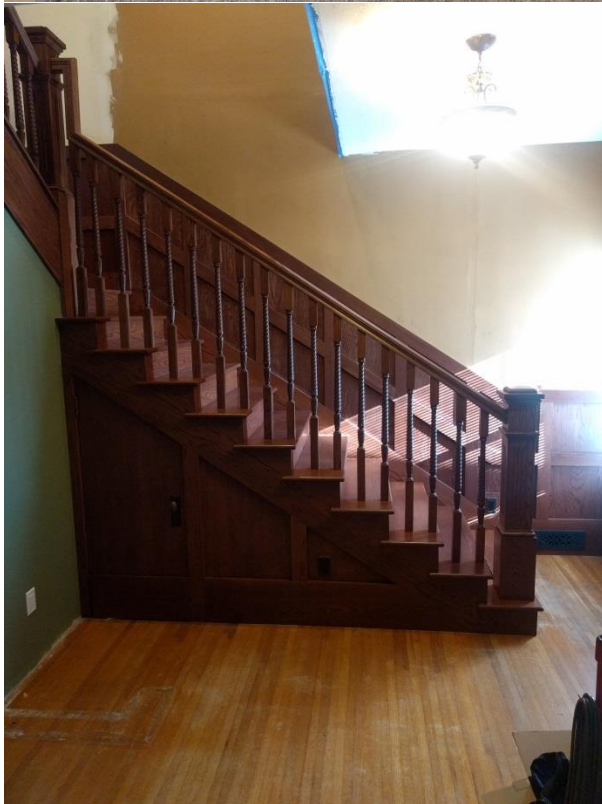


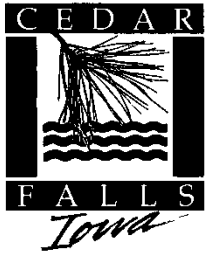
Interior before – showing
previous access to upstairs
unit and separation of units





Interior after – removed
secondary exterior access
converting the home into
one unit





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 II
DATE: April 29, 2019
SUBJECT: Contract with the Cedar Falls Woman's Club for the Downtown Visioning & Zoning Code Update Project
Project No: PZ-000-3184

On April 2nd, 2019 the kickoff event for the Downtown Visioning & Zoning Code Update was held at the Cedar Falls Community Center. This was the first step in gathering input from citizens, stakeholders, staff, and elected leaders. A more thorough week long charrette is scheduled for the first week of June. The information collected from the kickoff event and charrette will be used to explore site-specific urban design scenarios addressing a series of questions related to character, scale and intensity of development; physical transitions and connections to surrounding areas; and potential range of uses.

An integral part of the charrette will be having a single location that the consultants can use for their operations that week. It is crucial that this location is accessible and inviting to the public. The Cedar Falls Woman's Club has offered their space for the week at a discounted rate, for a total of \$1,597.00. A copy of the contract is attached for your reference. This project expense fits within what was identified in the City's CIP #101 for the Downtown Visioning & Zoning Code Update. The Community Center will be utilized for the larger public presentations and events that week.

The Department of Community Development requests your approval of the attached contract with the Woman's Club to lease their building Friday May 31st through Thursday June 6th for the week long charrette of the Downtown Visioning & Zoning Code Update Project.

If you have any questions or need additional information, please feel free to contact me at this office.

xc: Ronald Gaines, City Administrator
Stephanie Sheetz, Director of Community Development
Karen Howard, Planning & Community Services Manager



Cedar Falls Woman's Club

304 Clay Street, Cedar Falls IA 50613

Contract for imagine the possibilities workshops May 31st-June 6th 2019.

The city of Cedar Falls Visionary committee will have a guaranteed reservation Friday May 31st through Thursday June 6th 2019. This guarantees use of the Parlor and Ballroom, set up Friday May 31st afternoon starting at 1:00 pm in the parlor at \$25.00 an hour.

Starting all day workshops June 1st through June 6th for \$250.00 a day. Days may start and end when the client requests.

Cedar Falls woman's Club will supply power and Wi-Fi and use of the screen in the ballroom.

There is a \$12.00 a day charge for one gallon of coffee per day to be consumed by the clients. More may be added if needed.

Also to guarantee the Cedar Falls Woman's Club that they can sell bottled water and soda throughout the established time frame.

Changes may be made up to 10 days prior to May 31st. A representative of the CFWC will be present at all times during the event.

Attached is an estimate of what we have agreed upon.

CFWC _____ DATE _____

CITY OF CEDAR FALLS _____ DATE _____

CEDAR FALLS WOMAN'S CLUB

304 Clay Street, Cedar Falls IA 50613

319-266-1431

INVOICE # 431

Client	Contract Date:	Event	Event Date:	June 1st- 6th 3019
	Contact Member: Address		Event:	
	Karen Howard <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Room	Parlor/ Ballroom
Home Phone	319-529-1000		Est. Attendance:	
Work Phone			Guaranteed:	Open House style
Fax Number			Time:	8:00 AM - 9:00 pm
Email	karen.Howard@cedarfalls.com		Hours of Service:	set up May 31st

Selections	\$/Person	\$	Bar and Beverage	\$
<input type="checkbox"/> Buffet <input type="checkbox"/> Hor d'Ouvre <input type="checkbox"/> Plated <input type="checkbox"/> Other				
Menu		#VALUE!		
No food to be supplied by CFWC		#VALUE!		
		#VALUE!		
		#VALUE!		
		#VALUE!	Special Instructions:	
		#VALUE!	Friday night set up 25.00 an hour	\$25.00
		#VALUE!	June 1-6 \$250.00 a day	\$1,500.00
		#VALUE!	1 gallon coffee a day \$12.00 a gallon	\$72.00
		#VALUE!		
		#VALUE!	Cedar Falls Woman's Club provides	
		#VALUE!	Soda and bottle water for sale	
Food total			Total	\$1,597.00

Please remember that the suggested menus can be changed and customized if they do not suit your tastes or budget. We would love to do a custom event just for you!

Sub-Total:
Gratuity:
Sales Tax:
Event Total:

Total \$/Person

TERMS & CONDITIONS

~ At present this proposal/contract is based on the estimated guest count. The estimated price is calculated on these arrangements. If these arrangements are changed, the price changes.

~ Seven days prior to your event, we will need to have your final guaranteed number of guests. Final guess counts may not be less than 85% of original estimated guest count, or additional price per person charges will be added. If actual guest count exceeds the guaranteed count, you will be billed for the actual count. Service will not be provided for more than 4% over the guaranteed count.

All food left over is sole property of the Cedar Falls Woman's Club. No food is to be taken out of the buliding due to health code.

~ We select the finest seasonal ingredients available. We reserve the right to make necessary alterations based upon availability and quality.

Submitting a deposit is a binding contract with the Cedar Falls Woman's club. Proposal is only good for 14 days without a deposit. Please call our office to see if proposed prices are still available

If event is canceled for any reason. There is no refund on deposit.

Advance Payment of \$ 250.00 is needed to reserve your event date of: June 1-6th from

Accepted by: Angie Andrews

Date:



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM *Planning & Community Services Division*

TO: Honorable Mayor James P. Brown and City Council
FROM: David Sturch, Planner III
DATE: May 1, 2019
SUBJECT: Cedar River Recreational Improvement Project
Riverwise Engineering

Please find attached the Supplemental Agreement No. 2 with Riverwise Engineering for design services of the Cedar River recreational improvement project. This agreement covers additional survey around the Low Head Dam area on the upstream side of the W. 1st Street bridge.

The original agreement with Riverwise was approved by the City Council on September 5, 2017 which included 30% preliminary design and agency coordination for the in-river and riverbank improvements from the upstream side of the Main Street Bridge to the downstream side of the W. 1st Street Bridge. The Supplemental Agreement No. 1 was approved by the City Council on July 16, 2018 that includes design services from preliminary design through agency permitting and final design.

The consultant is concluding the design of the project and will submit the plans for agency review (IDNR, CORPS) by the end of May. In the meantime, additional survey is needed around the Low Head Dam area or Clay Hole to finalize the design. Initially, the consultant planned to survey the river bottom around the Clay Hole. This involved lowering the water elevation by closing the gates next to the dam. Lowering the water level is a complex process that is regulated by the Iowa DNR. Certain permits, notices and steps must be taken to lower the water level and return the water level to its previous flow rate and depth. This plan was not pursued any further this spring due to the recent snow melt and spring rains.

Our second option, which is the extent of this supplemental agreement, is to survey the area with an echo sounder that is attached to a boat that can gather data from the bottom of the river. The cost for this survey is \$5,000.00. The cost for the original survey was \$2,673.00. Therefore, this agreement covers the difference between the original price and the new price for the survey, which is \$2,327.00.

The Department of Community Development requests your consideration and approval of the engineering Supplemental Agreement No. 2 with Riverwise Engineering for bathymetric survey services around the low head dam area to the upstream side of the W. 1st Street Bridge.

If you have any questions or need additional information, please feel free to contact me at this office.

xc: Stephanie Sheetz, Director, Community Development



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*

SUPPLEMENTAL AGREEMENT NO. 2

Cedar River Recreational Improvement Project Cedar Falls, Iowa City Project Number FL-033-3088

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT) and Riverwise Engineering, LLC, (CONSULTANT), PO Box 706, Durango, CO 81301, dated September 5, 2017 for 30% preliminary design, instream and upland (riverbank) drawings, cost estimating, and project reporting as part of the Cedar River Recreational Improvement Project (Agreement); and

WHEREAS, a Supplemental Agreement No. 1 was entered into by the City of Cedar Falls, Iowa (CLIENT) and Riverwise Engineering, LLC, (CONSULTANT), PO Box 706, Durango, CO 81301, dated July 16, 2018 for 60% preliminary design, permitting, final design and bid letting services; and

WHEREAS, the CLIENT and CONSULTANT desire to enter into this Supplemental Agreement No. 2 for bathymetric survey services.

NOW THEREFORE, it is mutually agreed to amend the Agreement to add such design, permitting and services:

I. SCOPE OF SERVICES

The scope of services will encompass a bathymetric survey necessary for establishing contours and spot elevations with the project limits, specifically at the Low Dam (Clay Hole). The survey will utilize an echo sounder for single-beam water depths. The echo sounder will be mounted on either a flat-bottom boat or a HyDrone Autonomous Survey Vehicle (ASV). The survey data will be provided in the existing project horizontal coordinate system and vertical datum established by previous surveys. Data of the river bottom will be collected on 5-foot intervals on an approximate grid pattern within 100 feet of the Low Dam area (Clay Hole). These spots will be used to create a topography map showing the surface changes, break in slope, tops, toes and at each abrupt change in the terrain. An electronic file will be provided of the results of survey in AutoCAD format.

II. COMPENSATION

Compensation for the above Services and terms of payment will be a direct expense in accordance with Part VI of the original agreement and the Scope of Services of the Supplemental Agreement No. 1. The additional fee for these services is Two Thousand Three Hundred and Twenty Seven dollars (\$2,327.00).

- III.** In all other respects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated September 5, 2017.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 2 as of the dates shown below:

CITY OF CEDAR FALLS

RIVERWISE ENGINEERING, LLC

By: _____

By: Shane Sigle

Printed Name: James P. Brown

Name: Shane Sigle

Title: Mayor

Title: Principal

Date: _____

Date: 05/02/2019

Attest: _____



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

INTEROFFICE MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: David Sturch, Planner III
DATE: May 1, 2019
SUBJECT: Property Appraisal Services – Contract Documents
Northern Cedar Falls Flood Buyout Program

City staff is working with the staff at the Iowa Department of Emergency Management to apply for a Hazard Mitigation Grant for property buyouts. This is a pre-disaster grant that will help mitigate future flood damage claims on private property. Over the past few months, staff identified a list of properties that are located in areas of previous buyouts and if the property owner expressed any interest in the past for a buyout. In total, 32 notices were mailed and 15 were signed and returned to this office. These 15 property owners have expressed an interest in a buyout offer.

This contract involves the appraisals of fifteen (15) properties in the floodplain district of northern Cedar Falls. A FEMA requirement is that property appraisals be completed and submitted for each property that is listed in the grant application. The Planning and Community Services Division sent out requests for proposals for appraisal services and received a proposal back from Rally Appraisal.

A bid was received from Rally Appraisal of Cedar Falls in the total amount of \$6,150.00. The cost for the appraisals is an eligible expense through the grant whether the property is acquired or not.

Attached for your approval are the Form of Contract and Certificate of Insurance from Rally Appraisal.

The Department of Community Development recommends approving and executing the contract with Rally Appraisal for the appraisal of the fifteen (15) properties. It is anticipated that the appraisals will be completed within approximately 3 weeks after a notice to proceed is issued. Shortly after the appraisals are received, the application will be submitted to the State and FEMA for their review and approval.

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

xc: Stephanie Sheetz, Director of Community Development

CONTRACT FOR APPRAISAL SERVICES

CITY PROJECT NO. _____ PROGRAM LOCAL

PROJECT North Cedar Floodplain Property Acquisitions
Cedar Falls, Black Hawk County, Iowa

Contracting Appraiser or Firm RALLY APPRAISAL

Address 209 FRANKLIN ST, A3

City CEDAR FALLS State IA Zip Code 50613

THIS AGREEMENT, entered into this 30 day of APRIL, 2019,

by and between the City of Cedar Falls, Iowa (hereinafter called the City) and

RALLY APPRAISAL (called the Appraiser).

WHEREAS, the Director of Community Development hereafter will be referred to as the City's Agent; and

WHEREAS, the City requires adequate and competent appraisal for the purpose of acquiring property and/or property rights in connection with the above identified public project; and

WHEREAS, the Appraiser certifies to be qualified and willing to prepare such appraisals in accordance with the standards and criteria hereinafter set forth, and pursuant to the terms, provisions and conditions hereof,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The appraiser shall prepare, sign and furnish to the City a separate, written appraisal report following accepted appraisal principles and techniques in accordance with current Uniform Standards of Professional Appraisal Practice (USPAP) and the specifications provided for each parcel listed on the following page(s).

PARCEL LIST				
Parcel No.	Owner Address or County	Parcel ID #	Type of Taking	Proposed Fee
1	215 McKinley Street		Total Acquisition	\$ <u>375</u>
2	121 Howe Street		Total Acquisition	\$ <u>375</u>
3	421 Lincoln Street		Total Acquisition	\$ <u>375</u>
4	627 Clair Street		Total Acquisition	\$ <u>375</u>
5	705 Clair Street		Total Acquisition	\$ <u>375</u>
6	628 Longview Street		Total Acquisition	\$ <u>375</u>
7	2027 Center Street		Total Acquisition	\$ <u>375</u>
8	1618 N. Cottage Row Road		Total Acquisition	\$ <u>600</u>
9	824 Cottage Row Road		Total Acquisition	\$ <u>425</u>
10	1824 Cottage Row Road		Total Acquisition	\$ <u>425</u>
11	1020 Cottage Row Road		Total Acquisition	\$ <u>425</u>
12	1218 Cottage Row Road		Total Acquisition	\$ <u>425</u>
13	2504-2506 Cottage Row Road		Total Acquisition	\$ <u>425</u>
14	1027 Clair Street		Total Acquisition	\$ <u>375</u>
15	2126 W. Lone Tree Road		Total Acquisition	\$ <u>425</u>
			Total	\$ <u>6,150</u>

And, the City, except as otherwise herein provided, shall pay the Appraiser \$ 6,150 (as itemized above) for his professional services rendered under the terms of this agreement. Both parties agree that the amount of fee per parcel represents a fair payment for services rendered, based on the scope and complexity of the assignment, skills and qualifications of the Appraiser, number of parcels included, amount of information supplied by the City, time allowance for completion and other applicable criteria. The Appraiser agrees that the fee estimate thereof is not based on a percentage of the appraised value or assessed value of any property involved. Except as otherwise provided under the terms of this agreement, payment shall be made for complete and delivered reports. Payment shall be requested in writing by the Appraiser and approved by the City's Agent and shall be made on a properly executed claim, bill or statement.

2. Each parcel or property enumerated in Paragraph 1 refers to and incorporates all contiguous real estate or real estate in reasonable proximity thereof that is under the same ownership, leasehold or operating unit, or shall incorporate the property specified by the City in their definition of the appraisal problem. It is understood that the Parcel List in Paragraph 1 is based on preliminary information and is subject to revision if the total property unit is subsequently determined to be different than that described in the accompanying Parcel files. Where the parcel list has been revised, the City's Agent may also revise either the schedule of fees or the delivery date, or both. Revisions in the amount of the schedule of fees under Paragraph 1 herein may be made for changes in the complexity of the appraisal problem. In making any fee revisions, the City's Agent shall consider, in addition to the criteria specified in Paragraph 1 herein, any work performed on the parcel or parcels involved.
3. The Appraiser shall not begin work on the appraisal assignment until after the contract has been approved by the City Council and a completely executed copy has been returned to the appraiser with notice to proceed.
4. The delivery date for completed appraisal reports under the terms of this agreement shall be three weeks after issuance of Notice to Proceed. Reports shall be considered delivered when in the possession of the Department of Community Development in the City Hall in Cedar Falls, Iowa, or such other location as specified in writing by the City's Agent. In the event the delivery date is extended for a given parcel, the report shall be delivered on or before the date specified in the extension. Any extension of the Appraiser's performance time must be requested in writing by the appraiser prior to the delivery date specified in the Notice to Proceed. Approval or denial of the written request for an extension shall be sent in writing by the City's Agent and shall not entitle the Appraiser to any increase in the Schedule of Fees enumerated in Paragraph 1. No report shall be considered complete unless it is documented in a manner consistent with the appraisal assignment for a specifically assigned parcel and submitted in duplicate (original and one copy). If the City's Agent finds that the report is either deficient or incomplete, the Appraiser shall furnish all requested supplemental data necessary to correct any deficiency or to complete any report in a manner consistent with the documentation standard of the appraisal assignment. No additional payment shall be made for any supplemental data furnished by the appraiser to correct a deficiency or to complete a report.
5. A penalty in the amount of \$50 per day per report may be assessed for each day that the reports remain uncompleted beyond the specified delivery date. Reports are considered completed when they have been prepared according to the specifications and delivered into the possession of the Department of Community Development in the City Hall in Cedar Falls, Iowa.
6. The Appraiser will, as a condition of the fee stated in Paragraph 1 herein, attend required meetings and conferences with representatives of the City to provide information and to discuss the various aspects of the appraisal assignment necessary to facilitate the City's review and acceptance of the appraisal report.

7. The Appraiser shall, if requested by the City, confer; shall, if required, appear; and shall, if called, testify either in court or before administrative bodies as an expert witness for the City of Cedar Falls, Iowa in support of any completed appraisal report contracted for herein. However, payment for such appearance shall not be included in the schedule of fees listed in Paragraph 1, but shall be made as provided in Paragraph 10 herein.
8. Payment for conferences and appearances and testimony specified in Paragraph 7 and necessary preparation time will be computed on the basis of \$ 150 per hour for the actual hours, including necessary travel time. Such payment will be made when the Appraiser delivers to the City's Agent a signed request for payment in duplicate. All such requests for payment shall be identified in the manner provided for in Paragraph 1 herein, and in addition shall itemize the date, hours and travel time for which payment is requested.
9. The Appraiser will prepare all appraisals made hereunder independent of any other Appraiser employed by the City in the same work and will not sublet, assign or otherwise transfer any of the work to other persons or firm except as otherwise provided herein. Where necessary the Appraiser may employ a specialist to furnish specific value or cost information. The Appraiser will not furnish to any other person, corporation, company or agency, except on proper order of court or authorized directive of the City, a copy of any appraisal of any of the information contained therein.
10. The Appraiser will consider all Federal, State and local laws and ordinances that may be applicable to the preparation and delivery of all appraisals made hereunder.
11. It is understood that the Appraiser assumes full and unqualified responsibility for all claims and liability due to his activities or those of his agents, representatives or employees. The Appraiser shall abide by the City of Cedar Falls Insurance Requirements as found in the attached EXHIBIT A and hereby releases and agrees to save and hold the City harmless from all loss and damage of whatsoever nature arising from or growing out of his activities under this agreement.
12. It is understood and agreed that the City Council may at any time cancel or terminate this agreement for any good and reasonable cause. Such cause includes, but is not limited to, failures of the Appraiser to fulfill or discharge any of the duties of this agreement. The City's Agent shall cancel the agreement by sending notice of cancellation to the Appraiser by certified mail. In the event the agreement is canceled, the sole claim or title to any work product either partially or fully completed shall vest in and shall be delivered to the City. Upon the Appraiser's delivery of the work product and a request for payment itemized by date and hours, the City's Agent shall determine the amount of payment due. Payment will be made on the basis of the schedule of fees for completed appraisal reports and on the basis of prorated time for partially completed reports. In no case shall payment exceed the greater of either the schedule of fees specified in Paragraph 1 or any revisions to such fee schedule made under the terms of this agreement.

13. It is understood that it may be necessary to update or rewrite an appraisal report for either negotiation or court purposes subsequent to the payment of an appraisal fee for services rendered under the terms of this contract. The City's Agent will notify the Appraiser of any such additional assignment in writing. Payment for services rendered under this contract shall be increased in an amount as determined by the City's Agent. In determining the amount of such increase, the City's Agent shall consider the criteria specified in Paragraph 1 herein, as well as the amount of work required to update or revise the Appraisal report. Requests for payment for such additional assignments shall be identified in the manner provided for in Paragraph 1 herein.
14. The Appraiser warrants not being employed or retained by any company or person, other than a bona fide employee working solely for the Appraiser, to solicit or secure this agreement. The Appraiser warrants that no payment or agreement for payment has been made to any company or person, other than a bona fide employee working solely for the Appraiser, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement. The Appraiser warrants that there is no direct or indirect present or contemplated future personal interest in any of the properties covered by this contract. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability or payment.
15. During the performance of this contract, the Appraiser, for itself, its assignees and successors in interest agrees to comply with the anti-discrimination laws of the State of Iowa, as contained in Sections 19B, 551 and 729.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this contract.
16. Any dispute concerning a question of fact in connection with or relative to this Agreement or the performance of any contractual obligation by either the Appraiser or the City's Agent shall be referred to the Director of Community Development. The City's Community Development Director shall hear and consider all of the evidence and notify the Appraiser in writing of the decision. The decision of the City's Community Development Director shall be final and conclusive unless, within thirty (30) days from receipt of notification of such decision the Appraiser shall appeal in writing to the Mayor of the City of Cedar Falls who will review and consider both the evidence and the decision. The Mayor of Cedar Falls shall make a final, conclusive and binding determination and furnish the Appraiser a written copy thereof. Notwithstanding any of the provisions of this or any other paragraph of this agreement, the Appraiser shall receive a fee only for a correction, revision, adjustment, addition or other change in an appraisal report where such was not caused by the Appraiser's failure to comply with any of the provisions or requirements of this contract.
17. In the event the Appraiser is a partnership or firm or corporation, this agreement shall not be binding, nor have any legal force, until and unless each and every individual who will actually prepare an appraisal or render valuation information as a part thereof has affixed their signature and address hereto. Satisfaction of this condition will not, however, remove, qualify, restrict or diminish the obligations of the

partnership, firm or corporation, nor will it generate personal contractual liability on the part of any individual Appraiser entering their signature. If the officer executing this agreement on behalf of the partnership, firm or corporation is also an individual responsible for actual preparation or rendering of value information on appraisals for which the partnership, firm or corporation is obligated, that person must so indicate by signing both in the capacity as an officer and as an Appraiser. In the event a signing Appraiser is unable to fulfill this agreement, the appraisal(s) contracted for by the partnership, firm or corporation must be completed by an Appraiser who had received written approval from the City's Agent to complete the appraisal assignment covered by this contract. If a corporation is one of the parties to this agreement, then the date of incorporation and the State in which it is incorporated shall be indicated hereon.

Contracting Appraiser is an: (check appropriate space)

Individual _____ Partnership _____ Firm _____ Corporation ✓
If a Corporation, indicate State in which incorporated IOWA
and date 08/21/2001

Company Name RALLY APPRAISAL

By CLINT COTA

Address 209 FRANKLIN ST, SUITE A3

City CEDAR FALLS State IA Zip Code 50613

Phone No. (319) 266-9373

CITY OF CEDAR FALLS, IOWA
Approval Recommended:

By _____

Title Mayor

Date _____

Approved:

By _____

Title City Clerk

Date _____

EXHIBIT A
INSURANCE REQUIREMENTS

Appraiser shall provide a Certificate of Insurance to the City of Cedar Falls for the coverage required hereunder. Failure of the Appraiser to maintain the required insurance for the duration of the Agreement, shall constitute a default under this Agreement, and at City's option, shall allow City to terminate this Agreement.

General Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Errors & Omissions: \$1,000,000

Hold Harmless/Indemnity Agreement: To the fullest extent permitted by law, the Appraiser agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees and volunteers and others working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, volunteers or others working on behalf of the City of Cedar Falls, Iowa, by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, which arises out of or is in any way connected or associated with work and/or services rendered to the City of Cedar Falls, Iowa. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, volunteers or others working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense for injuries to or the death of any person or persons, or damage to or loss of property alleged or claimed to have been caused by, or to have arisen out of, or in connection with work and/or services rendered by the Appraiser, due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from work and/or services rendered, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

Associated Industries Insurance Company, Inc.
Administered through:
AmTrust E&S Insurance Services
160 Federal Street, 3rd Floor
Boston, MA 02110

Policy Number: AES1048732 03

Named Insured: Rally Appraisal LLC

PROFESSIONAL LIABILITY INSURANCE POLICY DECLARATIONS

Renewal of:	AES1048732	Policy Period:	From	10/3/2018	To	10/3/2019
Retroactive Date:	10/3/1989	Prior and Pending Litigation Date:	10/3/2017			
Named Insured and Address		Broker Name and Address				
Rally Appraisal LLC		Eric Robles				
2535 Tech Drive		450 Sansome Street, Suite 1000				
Suite 102		San Francisco, CA 94111				
Bettendorf, IA 52722						

Professional Services Covered by this Policy: Residential and Commercial Appraisals for others for a fee.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

Each Claim	\$	1,000,000
Policy Period Aggregate	\$	1,000,000

DISCIPLINARY PROCEEDING COVERAGE

Each Disciplinary Hearing	\$	25,000
Policy Period Aggregate	\$	25,000

RETENTION

Each Claim	\$	10,000
Policy Period Aggregate	\$	None

SELF-INSURED RETENTION

MAXIMUM LIMIT

Each Claim	\$	1,000,000
Policy Period Aggregate	\$	1,000,000

TOTAL PREMIUM FOR THIS COVERAGE \$

Earned Minimum Premium shall be 25 percent of the Total Premium

Forms and Endorsements Applicable

See Forms and Endorsements Schedule

THIS IS A CLAIMS MADE AND REPORTED POLICY, EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE READ THE POLICY CAREFULLY.

THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES, UNLESS THE POLICY IS OTHERWISE ENDORSED. AMOUNTS INCURRED FOR CLAIM EXPENSES AND DAMAGES SHALL ALSO BE APPLIED AGAINST THE SELF-INSURED RETENTION, UNLESS THE POLICY IS OTHERWISE ENDORSED.

TERMS THAT APPEAR IN BOLD TYPE, OTHER THAN THE CAPTION TITLES, HAVE SPECIAL MEANING. PLEASE REFER TO SECTION II. DEFINITIONS.

These Declarations, the completed and signed Application, and this policy with endorsements shall constitute the full and complete contract between the Insured and the Company as of the effective date unless and until otherwise endorsed.

Issued Date: 9/13/2018

AESDEC PL 012 01 14

"This policy is issued, pursuant to Iowa Code Section 515.120, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association."
Davis D. Moore - License #1057665

Iowa Surplus Lines Tax
Premium:
Broker Fee:
1% State Tax:

Associated Industries Insurance Company, Inc.
Administered through: AmTrust E & S Insurance Services, Inc.
160 Federal Street, 3rd Floor
Boston, MA 02109

Policy Number:
AES1048732 03

Named Insured:
Rally Appraisal LLC

COMMON POLICY DECLARATIONS

Policy Number AES1048732 03

Policy Period: From 10/3/2018 To 10/3/2019
12:01 a.m. Standard Time at the Named Insured's Address

Transaction Renewal

Named Insured and Address

Rally Appraisal LLC
2535 Tech Drive
Suite 102
Bettendorf IA 52722

Broker

Worldwide Facilities, LLC (PROF)
450 Sansome Street, Suite 100
San Francisco CA 94111

Business Description

Residential and commercial appraisal services

Type of Business

Limited Liability Company

Audit Period

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE PART DESCRIPTION

PREMIUM

POLICY PREMIUM
DEPOSIT PREMIUM
POLICY FEE
TOTAL DEPOSIT PREMIUM

Minimum Retained Audit Premium

Minimum Retained Premium

Forms applicable to all Coverage Parts:

See Forms and Endorsements schedule

Countersigned this

By



Authorized Representative

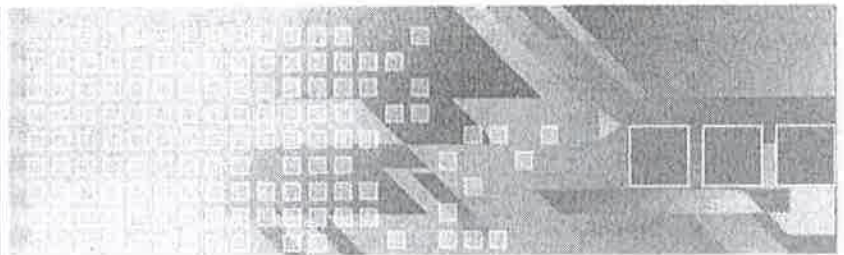
Issued Date: 9/13/2018

INSURED COPY

CPPMDEC 0411



PROFESSIONAL LIABILITY
CONSULTING AND
BROKERAGE SERVICES



RALLY
APPRAISAL

PREPARED FOR
RALLY APPRAISAL, LLC

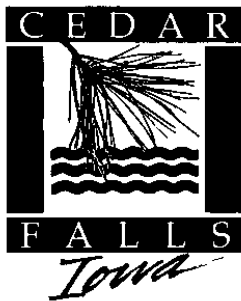
PRESENTED BY:
JAY SCHARES
COMMERCIAL AGENT
PDCM INSURANCE

PROFESSIONAL ERRORS & OMISSIONS LIABILITY

APPRAISER LISTING FOR RALLY APPRAISAL, LLC:

THE FOLLOWING ARE APPRAISERS FOR RALLY APPRAISAL, LLC. THE LISTED APPRAISERS ARE COVERED UNDER THE CORPORATE ERRORS & OMISSIONS LIABILITY POLICY FROM ASSOCIATED INDUSTRIES INSURANCE COMPANY FOR THE POLICY PERIOD OF OCTOBER 3, 2018 TO OCTOBER 3, 2019.

#	Last Name	First Name	#	Last Name	First Name
1	Albertson	Bradly	28	Maerz	Mark
2			29	McDaniel	Edward
3	Bodenhamer	Patrick	30	McMahon	Kasey
4			31	Miller	Clinton
5	Christian	Edgar	32	Miller	Elizabeth
6	Cota	Clinton	33	Miller	Matthew
7	Crockett	Ben	34	Mills	John
8	Demory	Joe	35	Owen	Julie
9	Dirks	Caleb	36	Owen	Michael
10	Eslinger	Quint	37	Passmore	David
11	Fitzsimmons	Brandon	38	Payne	Daniel
12	Gioffredi	Gary	39	Pederson	Kyle
13	Gratz	Stacy	40	Pittman	Michael
14	Green	Ian	41	Porter	Chance
15	Gregory	Jared	42	Prentice	Courtney
16	Hartzler	Shane	43	Pruett	William
17	Hayes	Shannon	44	Purdy	Jeremy
18	Herink	James	45	Romine	Grant
19	Holway	Chrls	46	Schaefer	Ben
20	Hopwood	Mark	47	Schumacher	Samuel
21	Horan	Adam	48	Seeley	Cody
22	Kaltenheuser	Brad	49	Sipes	Shane
23	Kaltenheuser	Greg	50		
24	Kelley	Chad	51	Weston	Jesse
25	Klostermann	Dextar	52	Wienhold	Jonathan
26	Koon	Daniel	53	Ziniel	Lisa
27	Lines	Eric			



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, Economic Development Coordinator
DATE: May 2, 2019
SUBJECT: Encroachment Agreement for North Cedar Neighborhood Association

Several years ago, City Council approved the use of a general Encroachment Agreement that can be entered into between the City and a property owner requesting to utilize City right-of-way for certain minor, unobtrusive improvements in the right-of-way that would provide an enhancement. Prior to the use of our Encroachment Agreement, aside from obtaining a variance, there was not a mechanism in place to accommodate these minimal and reasonable requests.

The North Cedar Neighborhood Association has been working with staff for the past several months on a request to install an approximate 6 foot wide by 3 foot tall limestone rock with the neighborhood association name engraved on it within the City's right-of-way. The proposed location of the neighborhood sign would be along the east side of Center Street, just south of the entrance into Tourist Park. This particular location for the sign was chosen by the neighborhood association, as they consider it to be a gateway into northern Cedar Falls. The neighborhood association did apply for and receive a \$1,000 Community Betterment Grant for the purchase and placement of the limestone sign in this location.

As you can see in Exhibit "A" attached to the encroachment agreement, the sign will be placed approximately 16 feet away from the pavement of Center Street, 12 feet away from the paved trail that leads into Tourist Park, and 8 feet away from an existing tree. Staff and the president of the neighborhood association visited the site to determine the best location for the sign, and the location that was chosen was done so because it would not appear to cause any visual impairment to either vehicular or pedestrian traffic. Staff also consulted with Municipal Operations and Programs to review the location of the sign since it will be located near Tourist Park. Mark Ripplinger, Director, reviewed the location for the proposed sign and did not express any concerns. Additionally as outlined in the Encroachment Agreement, if the City or CFU ever needs to undertake construction in this right of way area, the North Cedar Neighborhood Association would be responsible for the removal or relocation of the sign.

The encroachment agreement was drafted by City Attorney Kevin Rogers and was reviewed by the neighborhood association. Staff recommends approving the attached Encroachment Agreement between the City of Cedar Falls and the North Cedar Neighborhood Association.

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

Xc: Stephanie Sheetz, Director of Community Development
Curt Gravatt, President, North Cedar Neighborhood Association

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

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT is entered into by and between North Cedar Neighborhood Association, an Iowa nonprofit Corporation, hereinafter “Applicant”, and the City of Cedar Falls, Iowa, hereinafter the “City”, on this ____ day of _____, 20__.

WHEREAS, Applicant is the North Cedar Neighborhood Association, whose mission is to strengthen the community, promote safety and quality of life, and to facilitate neighbors’ pursuit of other common interests; and

WHEREAS, Applicant proposes to build and maintain a Subdivision marker that identifies the North Cedar Neighborhood, hereinafter the “Encroachment”, that will encroach into the public right-of-way of Center Street, hereinafter the “Public Right-of-Way”; and

WHEREAS, a site plan describing the location of the Encroachment Area in relation to the Public Right-of-Way is attached hereto, marked Exhibit “A”, and by this reference incorporated herein, hereinafter the “Site Plan”; and

WHEREAS, the City deems it mutually beneficial to the Applicant and to the City for a marker to be placed that identifies the North Cedar Neighborhood; and

WHEREAS, the City is willing to allow the Encroachment to encroach and extend into the City’s Public Right-of-Way as herein described, subject, however, to the terms and conditions set forth in this Agreement; and

WHEREAS, the City and the Applicant have reached agreement, and desire to reduce their agreement to writing.

THEREFORE, IT IS HEREBY MUTUALLY AGREED by and between the City and the Applicant, as follows:

1. Acknowledgment of City Ownership of Public Right-of-Way. Applicant hereby acknowledges, recognizes and affirms the existence and public ownership of the Public Right-of-Way, and claims no rights or interests therein, except to the limited extent expressly provided for in this Agreement.
2. Grant of Encroachment. The City hereby grants Applicant a non-exclusive, limited license and right to construct and maintain the Encroachment within the Encroachment Area of the Public

Right-of-Way, subject, however, to the rights of the City, of the Cedar Falls Utilities, and of any other public or private corporation to which the City has granted a utility license or right-of-way license, for access over, under, or upon the Public Right-of-Way, and expressly subject, however, to the condition that any damage that occurs to the Encroachment during the term of this Agreement shall be at the sole risk and expense of Applicant, including any expenses relating to removal or replacement of the Encroachment, as provided herein.

3. Relocation at Request of City or Cedar Falls Utilities. In the event that either the City, or Cedar Falls Utilities, undertakes any construction, reconstruction, repair, replacement, relocation or other modifications to City or Cedar Falls Utilities public infrastructure facilities within the Public Right-of-Way, and such work cannot reasonably be accomplished without the removal of part or all, as the case may be, of Applicant's Encroachment, then, upon reasonable notice from City or Cedar Falls Utilities to Applicant, Applicant shall remove such part or all of the Encroachment from the Encroachment Area. All such costs of removal of Applicant's Encroachment shall be at Applicant's sole cost and expense. In the event Applicant fails to act within a reasonable time to remove the Encroachment, the City or Cedar Falls Utilities may cause such Encroachment of Applicant to be removed, and the cost thereof shall be paid by Applicant. In the event Applicant fails to pay the cost of removal within thirty (30) days of the mailing to Applicant of an invoice for such costs, Applicant authorizes the City to charge to Applicant all costs of removal of the Encroachment incurred by the City or by Cedar Falls Utilities.
4. Removal at Request of Other Utility Provider. If a utility provider other than the City or Cedar Falls Utilities obtains a license or permit from the City for installation or relocation of its utility facilities within the Public Right-of-Way that reasonably requires the removal of part or all, as the case may be, of Applicant's Encroachment, Applicant shall remove the Encroachment from the Encroachment Area upon reasonable notice to Applicant, all at Applicant's cost. In the event Applicant fails to remove the Encroachment after reasonable notice from such other utility provider, Applicant shall be responsible for paying such relocation costs to the other utility provider.
5. Removal of Encroachment at Request of City. Applicant also acknowledges and agrees that the City may, upon ninety (90) days' advance written notice, terminate this Agreement and require Applicant to permanently remove the Encroachment from the Encroachment Area, if the City determines the removal of the Encroachment is necessary or appropriate for any reason. In that event, all costs of removal of Applicant's Encroachment shall be at Applicant's sole cost and expense. In the event Applicant fails to act within said ninety (90) day period to remove the Encroachment, the City may cause such Encroachment to be removed, and the cost thereof shall be paid by Applicant. In the event Applicant fails to pay the cost of removal within thirty (30) days of the City's mailing of an invoice for such costs to Applicant, Applicant hereby authorizes the City to charge to Applicant all costs of removal of the Encroachment incurred by the City.
6. Term of Agreement. The term of this Agreement shall be perpetual, unless terminated pursuant to the provisions of this Agreement.
7. Termination of Agreement. This Agreement shall terminate upon the occurrence of any one of the following events:
 - a. The Encroachment is no longer maintained by Applicant or no longer continues to exist; or
 - b. Applicant is required to remove the Encroachment as provided in paragraph 3 or in paragraph 4 of this Agreement; or

- c. The City calls for removal of the Encroachment as provided in paragraph 5 of this Agreement.

Upon the happening of any one or more of the foregoing events, Applicant shall promptly remove the Encroachment and all related infrastructure from the Public Right-of-Way at Applicant's sole cost, and this Agreement shall thereupon automatically terminate.

8. Effect of Agreement. The provisions of this Agreement shall inure to the benefit of the City, Cedar Falls Utilities, and any other utility provider to which the City has granted a license for installation of its utility facilities within the Public Right-of-Way. The provisions of this Agreement shall be binding upon Applicant, and Applicant's respective grantees, transferees, successors and assigns.
9. No Restriction on City Rights. Nothing in this Agreement shall restrict the right of the City to engage in any work anywhere within the public right-of-way of the City, whether occupied by Applicant's Encroachment or otherwise. Without limiting the generality of the foregoing, the City and Cedar Falls Utilities reserve the right to install any public infrastructure that may be deemed necessary or proper by the City or Cedar Falls Utilities anywhere within the public right-of-way, whether occupied by the Encroachment or not. The City may also permit other utility providers or public or private corporations to install facilities within the public right-of-way of the City, and the City shall not be liable to Applicant for any damages to the Encroachment or to the Property of Applicant arising out of any work by such other entities.
10. Powers of City. Except as otherwise expressly provided herein, nothing in this Agreement shall be construed to limit any right or power of the City in any manner whatsoever, whether relating to the City's public right-of-way or any other rights and powers of the City.
11. Release of Liability and Indemnification. Applicant shall protect, indemnify, defend, and hold the City and its officers, agents and officials, and Cedar Falls Utilities, and any utility provider or other public or private corporation to which the City has granted a license to install utility facilities in the public right-of-way, harmless from any claim or liability, and against all damages or expenses arising directly or indirectly out of the use, presence, maintenance or removal of the Encroachment, including all expenses and reasonable attorneys' fees and costs of litigation. Applicant agrees to accept the risk of having the Encroachment located in the Public Right-of-Way, including the possible risk or damage or injury to the Encroachment, and agrees to release and discharge the City, Cedar Falls Utilities, and any other public or private corporation which has been granted a license to install utility services in the Public Right-of-Way, for damage or injury to the Encroachment or Applicant's Property.
12. Delivery of Notices. Any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to the City:

City of Cedar Falls, Iowa
ATTN: City Clerk
220 Clay Street
Cedar Falls, IA 50613

If to Applicant or Current Owner:

Curt Gravatt
522 Clair Street
Cedar Falls, IA 50613

13. Governing Law; Legal Action. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. In any legal proceedings to enforce this Agreement, the parties agree and consent to submit to the jurisdiction and venue of the Iowa District Court for Black Hawk County.
14. Entire Agreement. This Agreement, together with any exhibits referenced herein, together constitute the entire Agreement of the parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument signed by both parties.
15. Recording Fees. Applicant agrees to pay the filing fees to the city clerk to record this Agreement and the accompanying city council resolution approving this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.


Curt Gravatt
President, North Cedar Neighborhood Association

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on this 8th day of April, 2019,
by Curt Gravatt, President of the North Cedar Neighborhood Association, as Applicant.



Joanne Goodrich
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

Exhibit A



Proposed Location for
6' Wide by 3' Deep Rock
With Neighborhood Name

TREE

8'

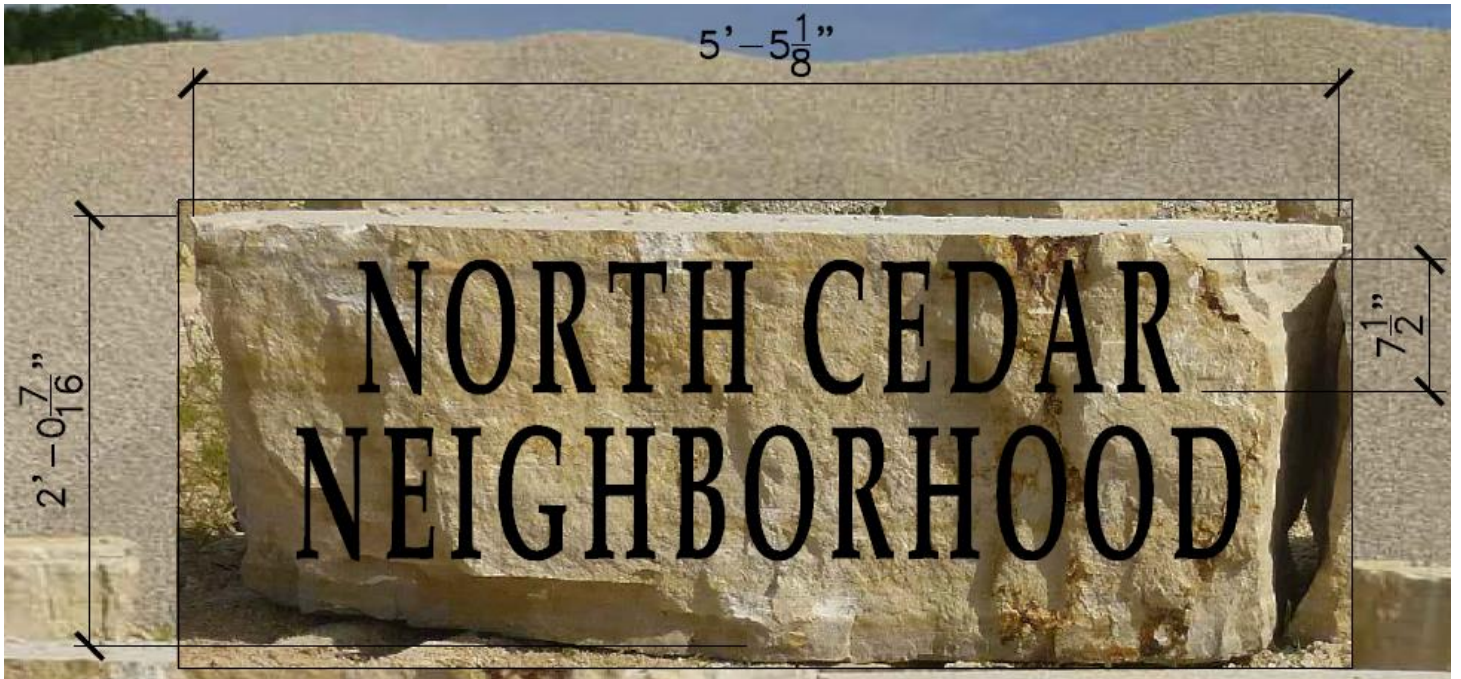
16'

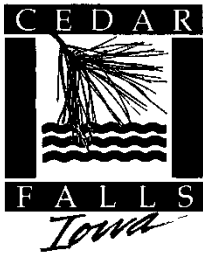
12'

TRAIL

ROADWAY

Center St





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
Matt Tolan, Civil Engineer II
DATE: May 2, 2019
SUBJECT: Furn Subdivision, Preliminary & Final Plats

REQUEST: Request to preliminary and final plat one (1) lot as the Furn Subdivision

PETITIONER: College Square Realty, LLC (Owner); VJ Engineering (Surveyor)

LOCATION: 6301 University Avenue (Former Younkers Department Store)

PROPOSAL:

The applicant, Igal Nassim with College Square Realty, LLC, is proposing to subdivide the former Younkers store located at the east end of College Square Mall onto its own lot, for the purpose of selling the lot to a buyer who will redevelop the store for a new Ashley Homestore (see proposed parcel outlined in red in the image to the right). The current store is 83,524 square feet in size, and the proposal from the buyer would be to add a 15,526 square foot addition onto the front of the store, for a total store size of 99,050 square feet.

BACKGROUND:

College Square Realty, LLC purchased the 42-acre mall property in March 2015. This included the main mall building, as well as 9 additional buildings located in



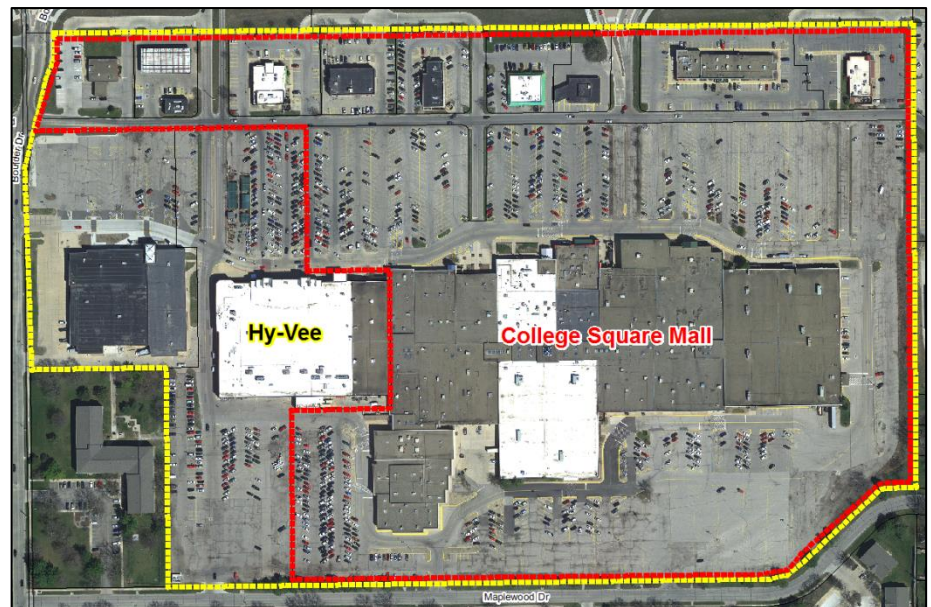
Proposed Lot for Furn Subdivision

front of the mall along University Avenue (Applebee's at the east end to Wells Fargo at the west end). In November of 2016, the mall owner submitted to the City the College Square Mall Addition Preliminary and Final Plat. This plat subdivided the 9 buildings in front of the mall onto their own lots, and at the time the owner indicated that the subdivision would provide several benefits: securing capital that could be used for continued mall improvements, ongoing development and maintenance of the property and attraction and retention of tenants.

At the same time that the subdivision was approved in 2016, a Developmental Procedures Agreement was also approved between the City and College Square Realty, LLC in order to address certain aspects of the mall property, such as parking lot and access drive repairs, addition of a sidewalk from the mall to the trail along University Avenue, and the addition of landscaping across the mall property. This agreement also included a supplemental Declaration of Easements, Covenants and Restrictions (ECR), which focused on the function and maintenance of the property given that there would be multiple property owners. The Agreement called for items such as the sidewalk installation, parking lot repairs, and landscaping to be installed by December 31, 2018, however those have not been completed as of yet. The applicant asked for and received an extension until August 31, 2019 to complete those items per the Agreement.

As indicated above, the College Square Mall Addition plat that was approved in 2016 included a Declaration of Easement, Covenants and Restrictions (ECR) that focused on the function and maintenance of the property given that there would be multiple property owners (see red outlined area in the image to the right). This ECR supplemented a Reciprocal Easement Agreement (REA) that was executed in 2004, applying to both the mall property and the Hy-Vee grocery store located adjacent to the mall on the west side of the property (see yellow outlined area in the image above). The REA addresses function and maintenance such as:

- Cross access and use of parking areas
- Utilities access and sharing
- Maintenance of parking areas, sidewalks, walkways, roadways and lighting
- Party wall easements (related to the building)



REA boundary (yellow) and ECR boundary (red)

The City Attorney has reviewed the development agreement and ECR that was entered into between College Square Realty, LLC and the City of Cedar Falls in 2016. The new parcel for Furn Subdivision would still be subject to the restrictions found within that development agreement. However, it would appear that only several sections of the agreement would apply to this property. Item #2 in the agreement discusses improvements to the parking lot. There are two areas of the parking lot that are required to be addressed that will be located on the new lot for Furn Subdivision. The parking lot improvements will be completed by the developer as part of the purchase of the lot. Item #3 in the agreement discusses landscaping. The developer is asking to amend the landscape plan found in the current agreement to replace it with a different landscape plan for the Furn Subdivision lot. This request to amend the development agreement will require a separate approval from City Council.

STAFF ANALYSIS

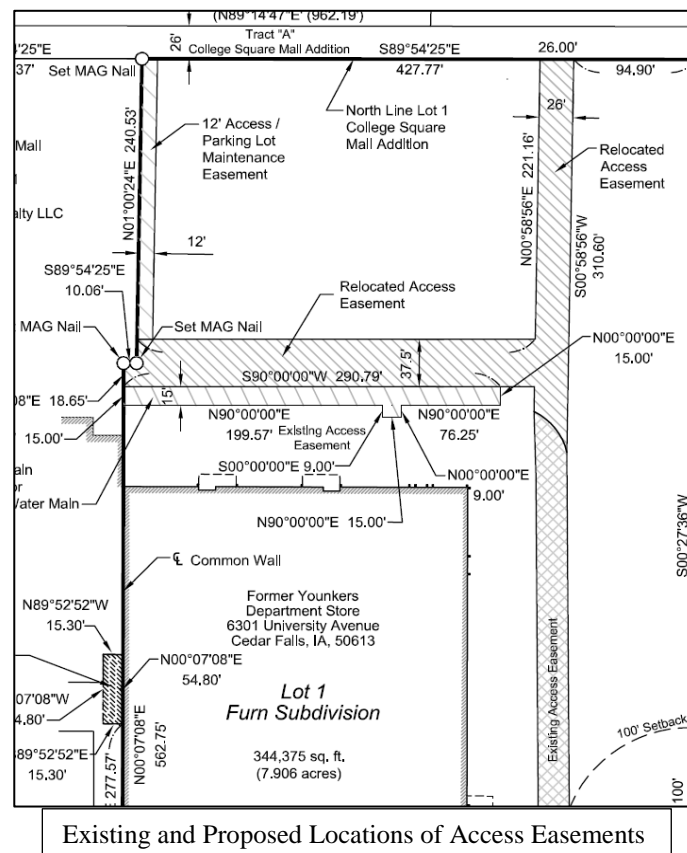
The applicant, College Square Mall Realty, LLC, which owns the 31.46 acre mall parcel, is proposing to subdivide one lot from the mall property with a lot size of 7.906 acres in order to sell the parcel for redevelopment purposes. This lot will include the former Younkers store located at the east end of College Square Mall. The buyer would like to purchase the lot from the owner and redevelop the store into a new Ashley Homestore. This will include reutilizing the existing 83,524 square foot store, and constructing a 15,526 square foot addition onto the front of the building, for a total store size of 99,050 square feet.

The property is zoned S-1, Shopping Center District. The purpose of this district is to provide for the development of shopping centers. A shopping center is a planned retail and service area under single ownership, management or control characterized by a concentrated grouping of stores and compatible uses, with various facilities designed to be used in common, such as ingress and egress roads, extensive parking accommodations, etc. Although the S-1 district indicates single ownership, several subdivisions have occurred on this site over the past several years. In 2013, the former Hy-Vee building (now Slumberland) and current Hy-Vee building (former Wal-Mart) were subdivided from the mall property and sold so that the business could retain ownership of their own lot. In 2016, nine outlots in front of the mall building along University Avenue were subdivided and sold off to another business entity as well. Also, looking at the commercial development to the east that is also zoned S-1, Kohl's, Sakura, and Texas Roadhouse are all located on their own lots under individual ownership. What is being proposed with this plat is to subdivide off the existing Younkers store in order to sell it for the redevelopment of it into an Ashley Homestore, which would not appear to be out of character with the area.

As indicated in the earlier in this section, the proposed preliminary and final plat of Furn Subdivision will split off 7.9 acres from the mall property onto its own lot. This parcel will include the former Younkers store, which is being proposed to be redeveloped into a new Ashley Homestore. When the College Square Mall Addition was created in 2016, there were specific areas shown as cross access easements along the main drive lanes that go throughout the mall property. Portions of those easements are located on the

proposed parcel; one in front of the building, one along the side of the building, and one in front of the building that leads to the backage road of the mall site. Part of this redevelopment project will include adding a building addition to the front of the store. This will require the relocation of the east-west driving lane to the north, which will in turn straighten out the drive, as the building will be in line with the rest of the mall. Also, there is an existing drive lane north of the building that goes north and connects with the backage road of the mall. This driving lane is seldom used, and the developer would like to remove it and re-stripe the area for parking. As part of this re-striping, the drive lane would be proposed to move to the east, so that it lines up with the existing drive lane that goes around the side of the building. Please see the image below to see where the existing easements are located and where the new ones are proposed. Staff feels that by moving the easements to their proposed locations, it will straighten out both drive lanes and should make it easier for the traveling public to navigate their way across the property.

The existing cross access easement that covers the mall property was indicated by a sketch on a site plan showing where the common access drives were located on the mall property. Since the easements were not shown on the plat in 2016 and were rather shown on an exhibit to the ECR, the existing easements will not need to be vacated. However, the new location of the access easement is shown on the plat and a notation was added to make clear that the easements may be modified from time to time by the declarant and that no further action is required.



In addition to the relocating of the cross-access easements, there are several utilities that will need to be relocated away from the front of the building in order for the building addition to be constructed. Typically, wherever utilities are located there exists a utility easement in order for the utility company to perform maintenance or repairs on that particular utility. In this case, the entire mall property was designated as an easement for utility purposes. The proposed plat continues that easement, calling out the entire parcel as a utility easement similar to the mall property.

When subdividing a property, the parking regulations must be met for both the proposed lot (Ashley Homestore lot) and the remaining lot (College Square Mall lot). For the Furn Subdivision lot, a furniture store requires one parking space for every 750 square feet of gross floor area, plus one parking space for every two employees. With the proposed addition, the building will be approximately 99,050 square feet in total size. This equates to 119 required parking spaces, in addition to what is required for employee parking. There is an existing drive lane that is currently on the site that will be removed in order to add an additional lane of parking stalls. Also, there will be a loss of several parking stalls in front of the building, as the stalls will need to be removed in order to relocate the access drive in front of the building. In total, the Furn Subdivision lot will provide 451 parking stalls, which is well over the 119 spaces (in addition to employee parking) required for the site.

The remaining mall parcel will have 1,317 parking stalls after the Furn Subdivision lot is subdivided. For shopping centers over 2,000 square feet in gross floor area, 4.5 parking spaces are required for every 1,000 square feet of gross floor area. Based on the square footage of the mall, the total amount of required parking spaces would be 1,171. Therefore, after the splitting of the old Younkers store from the mall, the mall would have an excess of 146 parking spaces.

A final storm water management report has been submitted and reviewed as part of the plat. Currently, there is no storm water detention facility located on this site, nor is storm water quality being addressed on this site, as it is an existing site that has largely remained the same for close to 50 years. As part of this project, storm water quality will be addressed by providing two (2) hydrodynamic separators within the parking lot in front of the building and to the rear of the building. These devices are installed under the parking area, and collect the water runoff from the parking lot and separate and capture any debris, sediment or other pollutants within the structure, thus allowing the clean water to flow out into the storm sewer system. Also, new storm sewer lines will be installed as part of the project on the property. These storm sewers will be upsized in order to provide for additional water holding capacity, which will help increase the amount of water that can flow through them. This will help to detain more water within the site prior to exiting the site through the storm sewer system. It should be noted that any future additions, remodels, or new structures on the site may be subject to the stormwater ordinance, depending upon their scope, and will be evaluated at the time of submittal.

Typically a preliminary plat would be submitted and approved first prior to the final plat

being submitted. This allows for the installation of any required public infrastructure, such as streets, sewers and other public utilities. However, this subdivision does not include the construction of any new public infrastructure, so the applicant has requested that both plats be reviewed at the same time.

TECHNICAL COMMENTS

The Engineering Department has obtained the final storm water management plan, and finds it acceptable. After a review of the preliminary and final plats by the City Surveyor, comments were sent to the applicant's surveyor. An updated preliminary and final plat was submitted by the applicant's surveyor, and has been reviewed and approved by the City Surveyor.

Water, electric, gas, and communications utility services are available to the site in accordance with the service policies of Cedar Falls Utilities. The property owner/developer will be responsible for all utility relocation costs.

STAFF RECOMMENDATION:

The Planning & Zoning Commission and City Staff recommend approval of the preliminary and final plat of Furn Subdivision.

PLANNING & ZONING COMMISSION

Discussion 3/27/2019 Mr. Graham explained that the site is located in the former Younkers store in College Square Mall and is zoned S-1, Shopping Center District. He explained that the developer who is proposing to purchase the site would like to make it into an Ashley Homestore and discussed the proposed site details, such as the proposed use, existing and addition size and parking. Mr. Graham also displayed a rendering of the existing and relocated access easement, as well as of areas needing parking lot repairs and required landscaping. He explained that new sidewalk will be installed to connect with the existing sidewalk and discussed the two new hydrodynamic separators that will be installed to address water quality. He also showed the proposed building façade and signage discussing materials to be used. At this time staff would like to gather comments and continue the discussion at the April 10th Planning and Zoning meeting.

Mr. Graham then discussed the Preliminary and Final plats, showing drawings of the plats and the requirements for each. Staff would also like to gather comments on this item and continue the discussion at the April 10th Planning and Zoning meeting subject to stipulations.

Troy Eichmann, project developer from Sioux Falls, South Dakota, provided his background to the Commission and discussed the plans being proposed. He noted his appreciation to the community.

Mr. Hartley stated his support for the project. Mr. Larson was pleased to hear about the interior connection to the mall and the improvements to traffic circulation. Mr. Wingert asked who is responsible for maintenance

of Tract A. Mr. Graham explained that the mall is responsible for it and they are working on a plan for the road between the property and the outlots. Mr. Leeper asked about storm water requirements and commented on the lack of landscaping around the edges and that it seemed like the waiver request was more of a workaround. Mr. Holst voiced the same concern. Mr. Leeper would like to be sure all setbacks work with the platting. Ms. Saul and Ms. Giarusso were happy to see the building being re-used. The items will be continued to the next meeting.

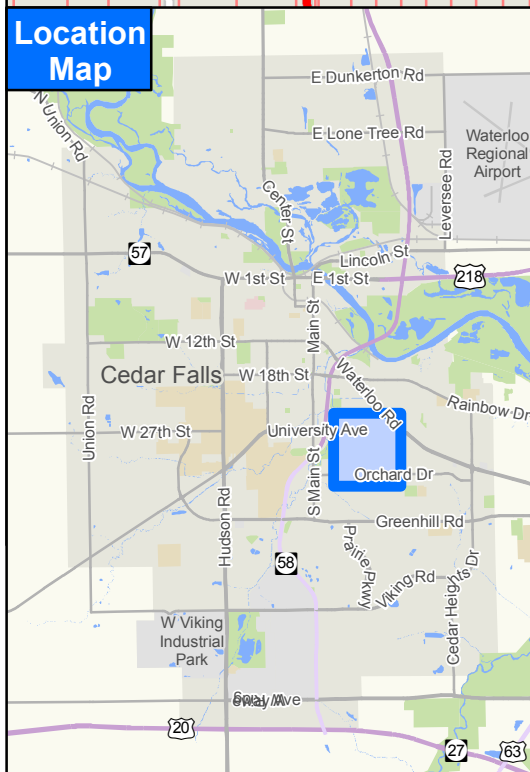
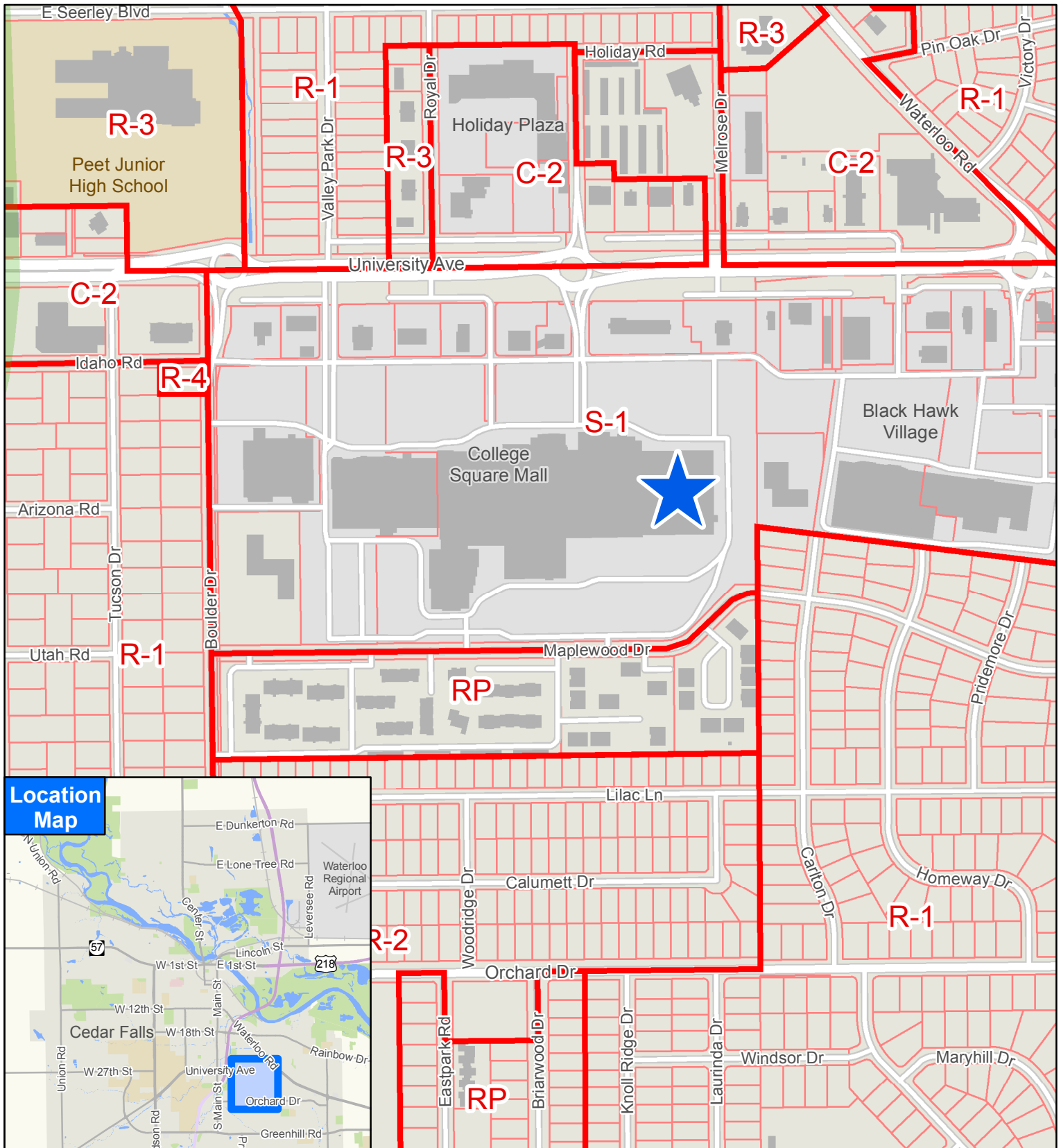
Vote
4/24/2019

Mr. Graham provided background information. He explained that he would go through the plat and site plan (the next item on the agenda) items at the same time. He noted that the property is located in the former Younkers store at College Square Mall and it is proposed to subdivide the store and the parking area. He stated that all requirements have been met in the plats and discussed easement relocation since the last meeting. He also addressed stormwater management. Staff recommends approval of the plats with the following stipulations: two signed deeds of dedication, two signed certificates of survey and six full size signed copies of the final plat prior to City Council submittal, as well as any comments or direction from the Planning and Zoning Commission.

Troy Eichmann, COO for Ashley Homestore, stated that the variation on the landscaping would allow for better visibility, as that is an important factor to success.

Ms. Saul made a motion to approve the preliminary and final plats. Ms. Adkins seconded the motion. The motion was approved unanimously with 9 ayes (Adkins, Giarusso, Hartley, Holst, Larson, Leeper, Oberle, Saul and Wingert), and 0 nays.

Cedar Falls City Council May 6, 2019



Ashley Homestore S-1 Site Plan Review
and Furn Subdivision Preliminary and
Final Plat

638

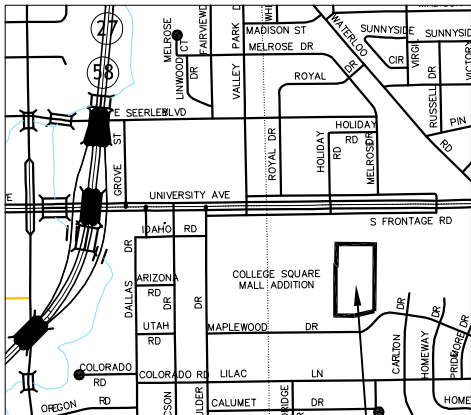
Preliminary Plat
Furn Subdivision
in the City of Cedar Falls, Iowa.

That part of Lot 1, College Square Mall Addition, Cedar Falls, Black Hawk County, Iowa described as follows:

Beginning at the Northeast corner of said Lot 1, thence S0°27'36"W 752.28 feet along the east line of said Lot 1; thence S77°03'00"W 229.21 feet; thence N89°42'30"W 213.81 feet to the southerly extension of the center of a common wall; thence N0°07'08"E 562.75 feet along said common wall and the northerly extension thereof; thence S89°54'25"E 10.06 feet; thence N1°00'24"E 240.53 feet to the north line of said Lot 1; thence S89°54'25"E 427.77 feet along the north line of said Lot 1 to the point of beginning, containing 344,375 square feet, or 7.906 acres and is subject to easements and restrictions of record.

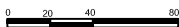
Owner:
College Square Realty, LLC
150 Great Neck Rd #304
c/o Namard Realty Group
Great Neck, NY 11021

Developer:
Furniture Mart USA
Ashley HomeStores
140 E Hinks Lane
Sioux Falls, SD 57108



Subdivision Location

NORTH



FEATURE LEGEND

- PROPERTY CORNER SET
- PROPERTY CORNER FOUND
- SECTION CORNER FOUND
- 100.00 DIMENSION OF SURVEY
- (100.00) DIMENSION OF RECORD
- G - EXISTING GAS
- ST - EXISTING STORM SEWER
- SAN - EXISTING SANITARY SEWER
- T - EXISTING TELEPHONE
- TV - EXISTING TELEVISION
- FO - EXISTING FIBER
- E - EXISTING ELECTRIC
- W - EXISTING WATER
- X - EXISTING FENCE
- OHU - EXISTING OVERHEAD UTILITIES
- EXISTING LIGHT POLE
- EXISTING UTILITY POLE
- EXISTING ELECTRICAL BOX
- EXISTING SANITARY MANHOLE
- EXISTING STORM MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING GAS VALVE
- EXISTING TELEPHONE PED.
- EXISTING TREE
- EXISTING CONTOURS
- EXISTING GUY WIRE
- EXISTING SIGN

Sanitary Structure No.	Rim Elevation	Invert Elevation
SA-1	896.61	892.07 (8°0' E & W)
SA-2	897.37	892.47 (8°0' E & NW)
SA-3	896.08	892.82 (8°0' W - 8°0' S)
SA-4	896.16	890.56 (8°0' W)

Storm Structure No.	Rim Elevation	Invert Elevation
ST-1	895.68	894.71 (18°0' NW) 892.44 (15°0' E)
ST-2	897.23	893.73 (15°0' N) 893.68 (18°0' W)
ST-3	896.75	893.95 (15°0' NW)
ST-4	896.74	893.04 (18°0' E & W)
ST-5	897.39	893.19 (18°0' NW & E)
ST-6	897.96	894.71 (15°0' W) 894.86 (15°0' S)
ST-7	900.34	896.84 (12°0' NW) 897.44 (8°0' E - Subdrain)
ST-8	898.28	896.28 (12°0' N) 896.33 (8°0' E - Subdrain)
ST-9	897.37	895.32 (8°0' E - Subdrain) 895.07 (12°0' S)
ST-10	897.33	893.83 (12°0' N) 893.43 (12°0' W) 894.15 (12°0' SE)
ST-11	895.40	893.70 (12°0' E) 893.60 (12°0' W)
ST-12	896.80	892.30 (15°0' E) 892.30 (18°0' W)
ST-13	895.24	890.30 (18°0' E)
ST-14	899.94	895.89 (12°0' NW) 896.25 (8°0' E - Subdrain)
ST-15	896.57	892.27 (12°0' S)
ST-16	893.95	892.50 (4°0' E - Subdrain) 892.05 (8°0' SW)
ST-17	896.76	890.60 (12°0' N & W)
ST-18	892.28	888.18 (12°0' E & W)

Existing Easement for Public Utilities
per College Square Mall Addition File No. 2017-009641
A perpetual easement and right to the City of Cedar Falls and Cedar Falls Utilities to operate, maintain, repair and replace water, gas, electric and communications utilities as currently installed within the boundary of College Square Mall Addition was granted.

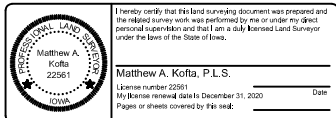
Topographical Changes
The proposed development will include a building addition, relocation of sanitary and storm sewers, relocation of water main and fire hydrants. It will also include a revision to the access easements depicted in the College Square Mall Addition plat documents, and reconfiguring some of the parking areas.

Utility Statement
The Underground Utilities shown have been located from field survey information and existing drawings. The Surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The Surveyor further does not warrant that the utilities shown are in the exact location indicated although he does declare that they are located as accurately as possible from information available.

Floodplain Note
The property is located in Zone X (unshaded) per FIRIM panel 19013C0188F with an effective date of 7-18-2011

Wetlands Note
The property has no wetlands per US Fish and Wildlife National Wetlands Inventory, and no delineation of wetland areas have been performed.

- Notes:
- 1.) The East line of Lot 1, College Square Mall Addition was assumed to bear S0°27'36"W, utilizing the Iowa Regional Coordinate System, Zone 5.
 - 2.) All dimensions are in US Survey feet and decimals thereof.
 - 3.) The error of closure is better than 1:10,000
 - 4.) Field work was completed: 11/02/2019
 - 5.) Lot 1 Ashley Furniture Addition Area: 7.906 acres in the NW 1/4 - NW 1/4, Section 19-T89N-R13W
 - 6.) Proprietor: College Square Realty LLC
 - 7.) Survey Requested by: Furniture Mart USA/Ashley HomeStores



Utility Contact Information per
Iowa One Call Ticket #561900444

Mediacom (Communications)
Brian Kadner
319-268-4666
bkadner@mediacomcc.com

Cedar Falls Utilities (Electric,
Communications, Water & Natural Gas)
Jerald Lukensmeyer
319-268-0330
jluksmeyer@cfnet.net

City of Cedar Falls (Sewer)
Mike Nyman
319-268-5561
Mike.Nyman@cedarfalls.com

CenturyLink (Communications)
Tom Sturmer
720-678-6000
Thomas.sturmer@centurylink.com

Curve No.	Length	Radius	Delta	Chord	Bearing
C1	109.77	139.97	44°55'57"	106.98	S67°42'14"W
Record	109.94	139.97		107.14	S66°51'11"W

Furn Subdivision in the City of Cedar Falls, Iowa
A part of Lot 1, College Square Mall Addition
Cedar Falls, Black Hawk County, Iowa

Preliminary Plat

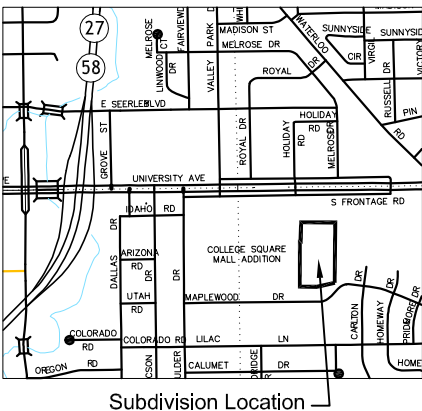


VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa - 319-266-5829

639

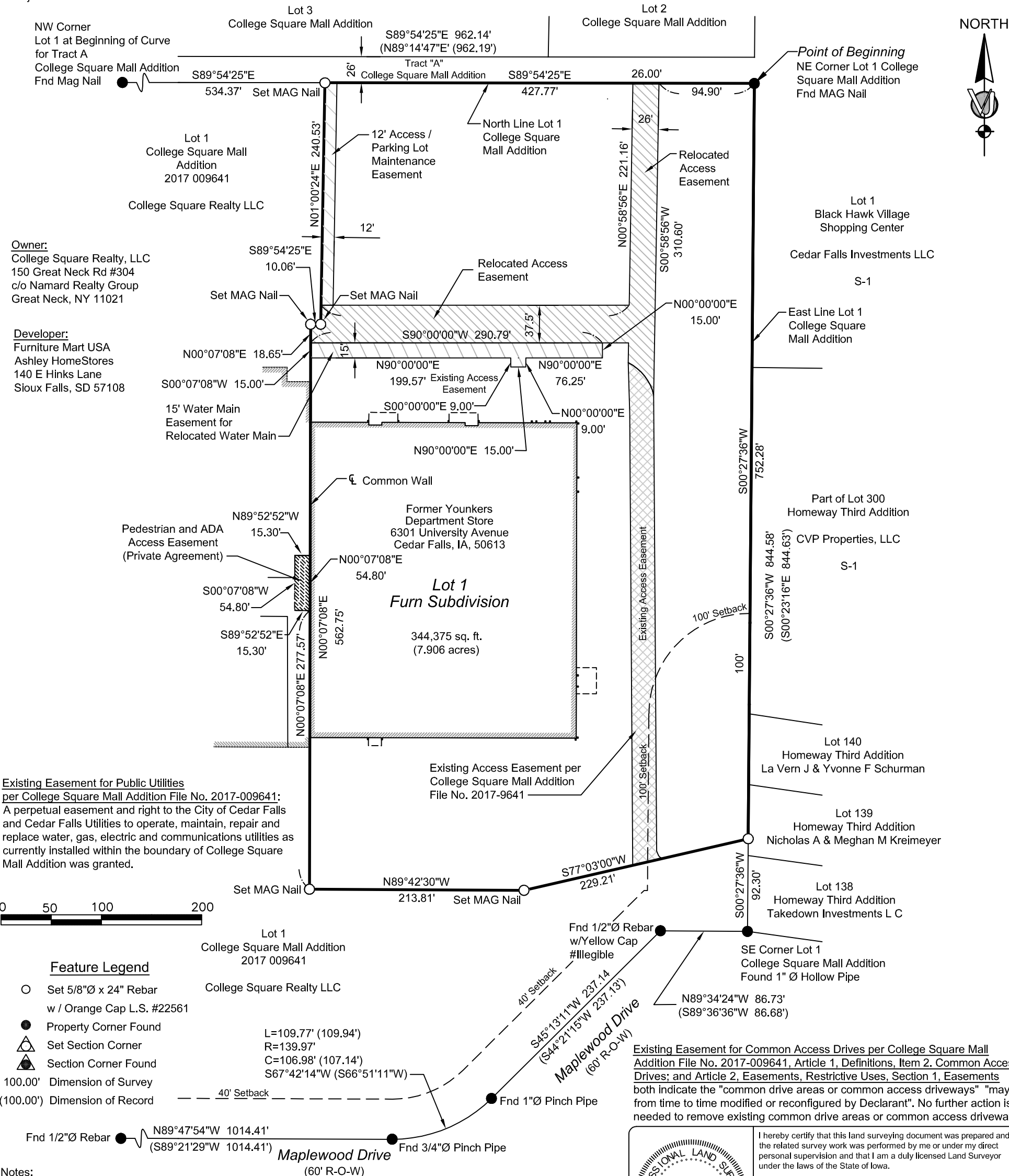
Final Plat
Furn Subdivision
in the City of Cedar Falls, Iowa.

Index Legend
Description: Lot 1, College Square Mall Addition
Surveyor: Matthew Kofta, PLS 22561
Company: VJ Engineering
 1501 Technology Parkway, Suite 100
 Cedar Falls, IA 50613
 319-266-5829
Proprietor: College Square Realty, LLC
Survey Requested by: Furniture Mart USA



That part of Lot 1, College Square Mall Addition, Cedar Falls, Black Hawk County, Iowa described as follows:

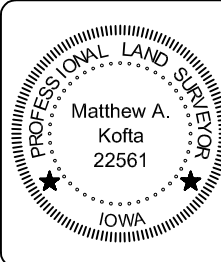
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Notes: (60' R-O-W)

- 1.) The East line of Lot 1, College Square Mall Addition was assumed to bear S00°27'36"W, utilizing the Iowa Regional Coordinate System, Zone 5.
- 2.) All dimensions are in US Survey feet and decimals thereof.
- 3.) The error of closure is better than 1:10,000
- 4.) Field work was completed: 1/18/2019
- 5.) Lot 1 Ashley Furniture Addition Area:
7.906 acres in the NW 1/4 - NW 1/4, Section 19-T89N-R13W

Existing Easement for Common Access Drives per College Square Mall Addition File No. 2017-009641, Article 1, Definitions, Item 2. Common Access Drives; and Article 2, Easements, Restrictive Uses, Section 1, Easements both indicate the "common drive areas or common access driveways" "may from time to time modified or reconfigured by Declarant". No further action is needed to remove existing common drive areas or common access driveways



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

Matthew A. Kofta, P.L.S.

License number 22561 _____ Date _____

My license renewal date is December 31, 2020

Pages or sheets covered by this seal: _____



DEED OF DEDICATION
FOR
FURN SUBDIVISION
IN THE CITY OF CEDAR FALLS, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That College Square Realty, LLC, hereinafter "Owner," being desirous of setting out and platting the land described in the attached Legal Description, Exhibit "A", does by these present designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Black Hawk County, Iowa, the same to be hereafter known as:

Furn Subdivision in the City of Cedar Falls, Iowa,

All of which is with the free consent and desire of the said Owner, and the Owner does hereby dedicate and set apart for public use the streets and roads shown on the attached Plat.

EASEMENTS

The Owner hereby grants and conveys to the City of Cedar Falls, Iowa, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, gas, sewer, electricity, communication service or cable television, perpetual easements for the construction, laying, building, and maintenance of said services over, under, across, and upon the property as shown on the attached Plat, Exhibit "B".

RESTRICTIONS

The Owner does hereby covenant and agree for itself and its successors and assigns that each and all of the lots in said subdivision be and the same are hereby made subject to the following restrictions upon their use and occupancy as fully and effectively as if the same were contained and set forth in each deed of conveyance or mortgage that the undersigned or its successors in interest may hereinafter make for any of said lots and that such restrictions shall run with the land and with each individual lot thereof for the length of time and in all particulars hereinafter stated, to-wit:

1. The development of this property shall be in accordance with and governed by the S-1, Shopping Center Zoning District set forth in the Cedar Falls Zoning Ordinance.
2. Invalidation of these restrictions by judgment, decree or court order shall in no way affect any of the other provisions of this Deed of Dedication and such other provisions shall remain in full force and effect.
3. The covenants and restrictions set forth in this Deed of Dedication shall run with the land and shall inure to the benefit of and be enforceable by the owner of any land located in the plat, which is the subject of this Deed of Dedication, and their legal

representatives, heirs, successors and assigns for a term of twenty-one (21) years from and after the date of filing of this plat in the office of the Recorder of Black Hawk County, Iowa. Said covenants and restrictions may be extended for successive twenty-one (21) year periods thereafter, upon the filing of a verified claim by the owner of any one (1) lot or tract in the subdivision, in the manner provided in Iowa Code Sections 614.24 through 614.28, Code of Iowa.

IN WITNESS WHEREOF, this instrument has been signed at _____,
_____, this 1 day of May, 2019.

COLLEGE SQUARE REALTY LLC

By: Namco Realty LLC, Managing Member

By: Namco Realty Ltd., Sole Member

By: _____

Name: Igal Namdar

Title: CEO

Date: _____

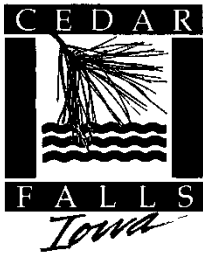
May 1, 2019

STATE OF NEW YORK)
) ss
COUNTY OF NASSAU)

This instrument was acknowledged before me on the 1 day of May,
2019 by Igal Namdar, Member of College Square Realty, LLC.



Notary Public in and for the State of New York



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Shane Graham, Planner II
DATE: May 2, 2019
SUBJECT: Ashley Furniture Homestore Site Plan Review

REQUEST: Request to approve an S-1 Shopping Center District site plan for the reuse of the former Younkens building at College Square Mall.

PETITIONER: College Square Realty, LLC (Owner); VJ Engineering (Engineer)

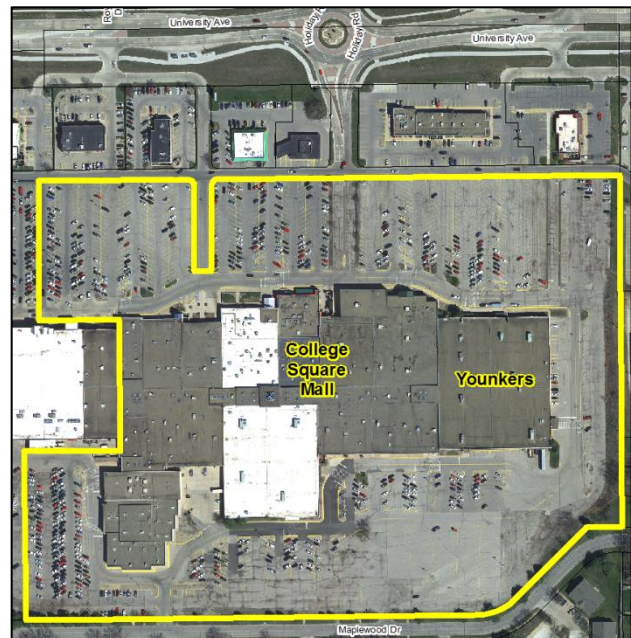
LOCATION: 6301 University Avenue (former Younkens store)

PROPOSAL:

College Square Realty, LLC is requesting a site plan review of the old Younkens store at College Square Mall in order to sell the building to a developer who would renovate it for a new Ashley Homestore. The reuse of the building would include constructing an approximate 15,526 square foot addition onto the north side of the existing 83,524 square foot store, for a total store size of approximately 99,050 square feet.

BACKGROUND:

College Square Realty, LLC purchased the 42-acre mall property in March of 2015. This included the main mall building, as well as 9 additional buildings located in front of the mall along University Avenue (Applebee's at the east end to Wells Fargo at the west end). In November of 2016, the mall owner submitted to the City the College Square Mall Addition Preliminary and Final Plat. This plat subdivided off 9 lots along



University Avenue from the mall property, leaving just the mall building on the remaining lot.

At the same time that the subdivision was approved in 2016, a Developmental Procedures Agreement was also approved between the City and College Square Realty, LLC in order to address certain aspects of the mall property, such as parking lot and access drive repairs, addition of a sidewalk from the mall to the trail along University Avenue, and the addition of landscaping across the mall property. This agreement also included a supplemental Declaration of Easements, Covenants and Restrictions (ECR), which focused on the function and maintenance of the property given that there would be multiple property owners. The Agreement called for items such as the sidewalk installation, parking lot repairs, and landscaping to be installed by December 31, 2018, however those have not been completed as of yet. The owner asked for and received an extension until August 31, 2019 to complete those items per the Agreement.

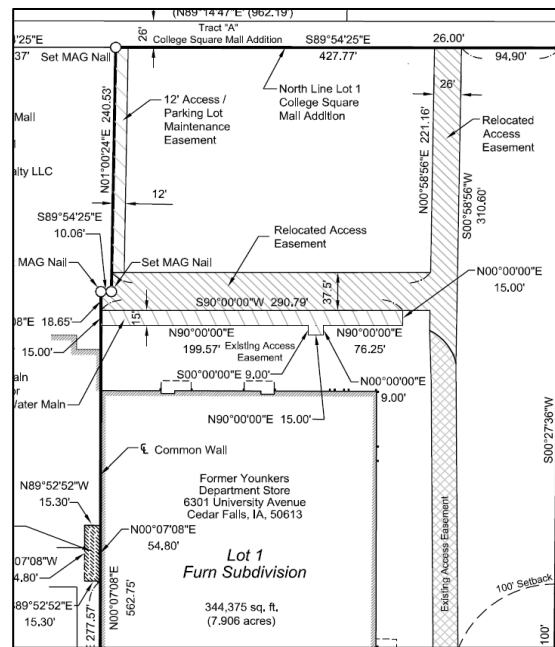
STAFF ANALYSIS

The property is zoned S-1, Shopping Center District. The purpose of this district is to provide for the development of shopping centers. A shopping center is a planned retail and service area under single ownership, management or control characterized by a concentrated grouping of stores and compatible uses, with various facilities designed to be used in common, such as ingress and egress roads, extensive parking accommodations, etc. Since the project includes major modifications, such as a building addition and a modification to the existing drive lanes, this will require review by the Planning & Zoning Commission and approval by City Council. Following is a review of the zoning ordinance requirements for this site plan:

- 1) Use: The building was previously used as an anchor store at College Square Mall. The proposed reuse of the building will be for another large retail store, which was similar to the previous use in that building. Such a use is also allowed within the S-1 Shopping Center District. **Use is allowed.**
- 2) Parking/Access:
 - a. **Parking** – For furniture stores, one parking space is required for every 750 square feet of gross floor area, plus one parking space for every two employees. With the proposed addition, the building will be approximately 99,050 square feet in total size. This equates to 119 required parking spaces, in addition to what is required for employee parking (minus the 10% deduction for storage areas, mechanical areas, etc.). There is an existing drive lane that is currently on the site that will be removed in order to add an additional lane of parking stalls. Also, there will be a loss of several parking spaces in front of the building, as the spaces will need to be removed in order to relocate the access drive in front of the building, as a building addition will be constructed to the front of the building. In total, the site will have 451 parking spaces, which is well over the required amount of parking for the site.

The remaining mall parcel has 1,317 parking spaces. For shopping centers over 2,000 square feet in gross floor area, 4.5 parking spaces are required for every 1,000 square feet of gross floor area. Based on the square footage of the mall, the total amount of required parking spaces would be 1,171. Therefore, after the splitting of the old Younkens store from the mall, the mall would have an excess of 146 parking spaces. **The parking plan for the Ashley Homestore and remaining mall property satisfies City requirements.**

- b. **Cross Access** – There is an existing cross access easement throughout the mall property where there exist common drive lanes for vehicles to travel across and throughout the mall property. This easement will need to be modified slightly due to the proposed addition onto the front of the building, and also due to the removal of the north-south drive lane that extends to the frontage road. The new proposed location of the cross access easement will align straight with the existing access easement to the west, and the new north-south access easement will align with the existing north-south easement to the east of the building. Both



Existing and Proposed Cross Access Easements

cross access easement relocations would appear to make travel across the property much easier by not having to make additional turning movements throughout the site. **The plan for the relocation of the cross access easements satisfies the requirements of the original ECR and provides cross access across this site and onto the mall property.**

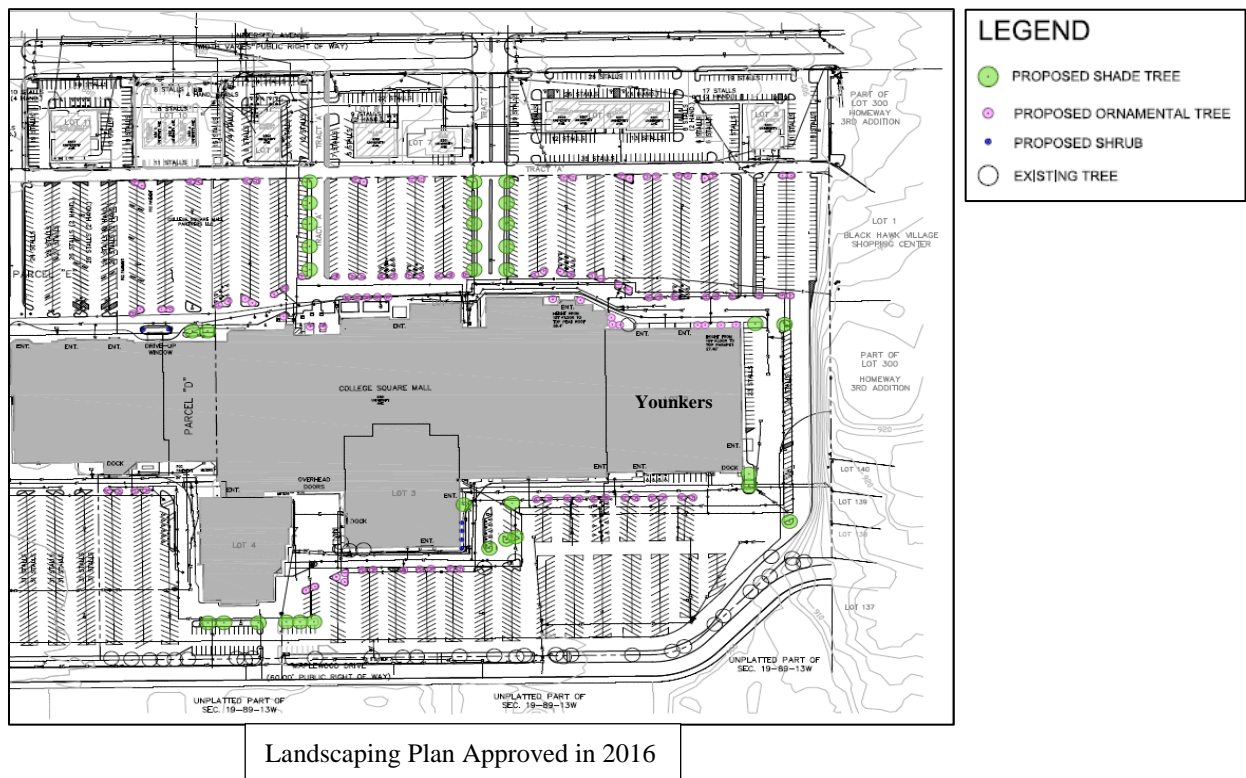
Parking Lot Repair – The Developmental Procedures Agreement that was approved in 2016 included making repairs to certain areas of the parking lot and backage road of the mall property. There are 4 locations on what would be the new parcel for Ashley Homestore that are required to be addressed per the Agreement: the north-south drive lane in front of the Younkers building (#2 in the image to the right), which was required to be overlaid with asphalt, the parking area at the northeast corner of the property (#1 in the image to the right), which was to be overlaid with asphalt, and two smaller areas along the east side of the property (#9 and #10 in the image to the right), which were to have potholes filled. After a site visit by staff, it appears that the



Exhibit from Developmental Procedures Agreement showing the parking lot areas to be addressed on the Younkers site.

small holes along the east side of the property have been filled, but the drive lane and area at the northeast corner of the property have not been overlaid with new asphalt. The developer does plan on overlaying this area with new asphalt, per the Developmental Procedures Agreement, however they are requesting an extension of the timeframe to complete the work. They would like until September 1, 2020 to complete the work because they would like to complete the parking lot improvements after the building addition has been constructed. This request to amend the timeline in the development agreement will be a separate action item for City Council to review.

- 3) Landscaping: When the preliminary and final plat of College Square Mall Addition was approved in 2016, a Developmental Procedures Agreement was also approved, of which one of the requirements was that landscaping and parking lot islands for landscaping be added in various locations throughout the mall property. The mall owner has not installed these parking lot islands or landscaping yet, but is required to do so by August 31, 2019 (see landscaping plan at the top of the following page).



As you can see on the plan, several parking lot islands along with landscaping are required to be installed on the proposed Ashley Homestore site, in addition to other areas of the mall property. The developer is requesting an amendment to this Developmental Procedures Agreement in order to waive the requirement for the parking lot islands and the trees that go within those islands for their site.

On a new site, landscaping is required to be installed within the parking areas of the parking lot. The parking lot section of the zoning ordinance states that for parking lots with 21 or more parking spaces, one tree shall be planted for each 21 parking spaces. The trees shall be provided sufficient open planting area necessary to sustain full growth. This section also states that not less than five (5) percent of the interior of the parking area shall be provided as open space, including the planting areas for the trees. Each of the open space areas within the parking area shall be a minimum of 40 square feet with a dimension of at least five (5) feet. In the case of this project, a total of 451 parking spaces will be provided on the site, which would equate to 22 trees that would be required to be installed within the parking area ($451/21=21.47$, or 22 trees). Since this is an existing situation, the City typically would require the site to be brought into compliance as parking areas are being reconstructed or expanded.

As stated earlier, the Developmental Procedures agreement with the mall owner required certain minimum landscaping improvements to be made as a condition of approval of previous revitalization efforts. Ashley HomeStores is requesting a waiver of some of the landscaping requirements in that agreement.

As an alternative to the parking lot islands and trees that are required per the Developmental Procedures Agreement, the developer has submitted a landscape plan that shows additional landscaping along the east property line within the

existing greenspace area, shows new planters in front of the building between the sidewalk and the building, shows added trees and shrubs within a new greenspace area near the northeast corner of the building, and shows a new planter area within the existing greenspace area at the southeast corner of the building. At the previous Planning & Zoning Commission meeting where the site plan was discussed, it was indicated by staff that a landscape plan prepared by a landscape architect be provided, which would show the types of plantings proposed (overstory tree, ornamental tree, shrub, etc.), the species of the planting, and the size (caliper of trees, gallons for shrubs). The developer has submitted such a landscape plan, which shows the existing trees located on the property, and the proposed planting locations of trees and shrubs. A total of 15 new trees will be planted on the site, in addition to 7 existing trees, for a total of 22 trees to be located on the site. The tree species includes Regal Prince Oak (3), New Horizon Elm (2), and Amur Maple (10). There will also be a total of 112 new shrubs that will be planted on the site. These species includes Iroquois Beauty Black Chokeberry (20), Sem Ash Leaf Spirea (54), Baton Rouge Dwarf Dogwood (18), and Taunton Spreading Yew (20).

4) Sidewalk/Pedestrian

Accommodations: There is an existing sidewalk located in front of the building, as well as along the side and rear of the building. A new sidewalk will be installed in front of the building addition on the north side of the building, and will tie in with



the existing sidewalk located on the mall property to the west. Also, as part of the existing Developmental Procedures Agreement with the mall owner, a sidewalk is required to be installed from the new University Avenue trail to the main entrance to the mall. This sidewalk is required to be completed by August 31, 2019. This sidewalk will provide pedestrians a safe route to access the mall property and this proposed development from the existing trail along University Avenue, where a bus stop is also located.

- 5) Signage: It was indicated at the previous Planning & Zoning Commission meeting that the new building storefront would have 3 entrances; one entrance for the Ashley Homestore, another entrance for their Sleep Shop, and a third entrance for La-Z-Boy furniture. Since that meeting, the developer has indicated that it has not been decided if the entrance will have either two or three entrances. A plan showing each of the potential storefront options has been included in the packet (and is shown below). Whether the storefront has two or three entrances, each of the entrances will have their own signage located on the wall above the door. The S-1 District allows wall signage as long as it does not exceed 1/3 of the surface of the wall to which it is affixed. The wall signage appears to be within the signage requirements, however this will be reviewed in detail at the time a sign permit is

requested. **Signage plan is acceptable, subject to detailed review with a sign permit.**



- 6) Storm Water Management: Storm water runoff from this area flows into several intakes located within the parking lot around the building, and heads to the west within a private storm sewer line until it connects to a public storm sewer line near Boulder Drive.

Currently, there is no storm water detention facility located on this site, nor is storm water quality being addressed on this site, as it is an existing site that has largely remained the same for close to 50 years. As part of this project, storm water quality will be addressed by providing two (2) hydrodynamic separators within the parking lot in front of the building and to the rear of the building. These devices are installed under the parking area, and collect the water runoff from the parking lot and separate and capture any debris, sediment or other pollutants within the structure, thus allowing the clean water to flow out into the storm sewer system. Also, new storm sewer lines will be installed as part of the project on the property. These storm sewers will be upsized in order to provide for additional water holding capacity, which will help increase the amount of water that can flow through them. This will help to detain more water within the site prior to exiting the site through the storm sewer system.

It should be noted that any future additions, remodels, or new structures on the site may be subject to the stormwater ordinance, depending upon their scope, and will

be evaluated at the time of submittal. **A final Storm Water Management Plan has been reviewed and approved by engineering staff, and final construction plans will need to be submitted prior to issuance of a building permit for the project.**

- 7) Utilities: Currently, all utilities are found in front of the building within the drive lane and parking lot. The electric and communication lines will not need to be relocated as part of this project and will remain in their current location. The existing sanitary sewer main, storm sewer main, and water main will need to be relocated further to the north in order to make room for the new building addition that is being proposed. A fire hydrant will also be removed and replaced with a new hydrant just to the north of its current location. When the mall was developed in 1970, a blanket utility easement covered the entire mall property. As part of the plat, a blanket utility easement is being proposed for this lot, similar to the blanket utility easement that covers the mall property, so when the utilities are relocated, they will be covered under that easement. **Utility plan and easements are acceptable.**

TECHNICAL COMMENTS

The Engineering Department has reviewed the final storm water management plan, and finds it acceptable. Also, detailed construction plans will need to be submitted to the Engineering Department prior to the issuance of a building permit for this project.

Water, electric, gas, and communications utility services are available to the site in accordance with the service policies of Cedar Falls Utilities. The property owner/developer will be responsible for all utility relocation costs.

STAFF RECOMMENDATION:

The Planning & Zoning Commission and City Staff recommend approval of the S-1 District Site Plan for the reuse of the former Younkers building at College Square Mall.

PLANNING & ZONING COMMISSION

Discussion 3/27/2019 Mr. Graham explained that the site is located in the former Younkers store in College Square Mall and is zoned S-1, Shopping Center District. He explained that the developer who is proposing to purchase the site would like to make it into an Ashley Homestore and discussed the proposed site details, such as the proposed use, existing and addition size and parking. Mr. Graham also displayed a rendering of the existing and relocated access easement, as well as of areas needing parking lot repairs and required landscaping. He explained that new sidewalk will be installed to connect with the existing sidewalk and discussed the two new hydrodynamic separators that will be installed to address water quality. He also showed the proposed building façade and signage discussing materials to be used. At this time staff would like to gather comments and continue the discussion at the April 10th Planning and Zoning meeting.

Mr. Graham then discussed the Preliminary and Final plats, showing

drawings of the plats and the requirements for each. Staff would also like to gather comments on this item and continue the discussion at the April 10th Planning and Zoning meeting subject to stipulations.

Troy Eichmann, project developer from Sioux Falls, South Dakota, provided his background to the Commission and discussed the plans being proposed. He noted his appreciation to the community.

Mr. Hartley stated his support for the project. Mr. Larson was pleased to hear about the interior connection to the mall and the improvements to traffic circulation. Mr. Wingert asked who is responsible for maintenance of Tract A. Mr. Graham explained that the mall is responsible for it and they are working on a plan for the road between the property and the outlots. Mr. Leeper asked about storm water requirements and commented on the lack of landscaping around the edges and that it seemed like the waiver request was more of a workaround. Mr. Holst voiced the same concern. Mr. Leeper would like to be sure all setbacks work with the platting. Ms. Saul and Ms. Giarusso were happy to see the building being re-used. The items will be continued to the next meeting.

Vote
4/24/2019

Mr. Graham then discussed the proposed site plan for Ashley Homestore, noting the site details and that all requirements have been met. He again discussed the relocation of the easement as well as parking lot repairs that will be required. He provided a rendering of the required landscaping details and noted that the developer is requesting an amendment to the landscaping plan that was included with the Development Agreement with College Square Realty, LLC. The proposed landscaping plan provided by the developer would replace the landscaping shown on the original landscape plan for the mall for this site only. This request to amend the development agreement will be reviewed by City Council. He also displayed the proposed sidewalk area and stormwater management details. Mr. Graham showed building and façade renderings as well. Staff recommends approval of the site plan subject to any additional comments or directions specified by the Commission.

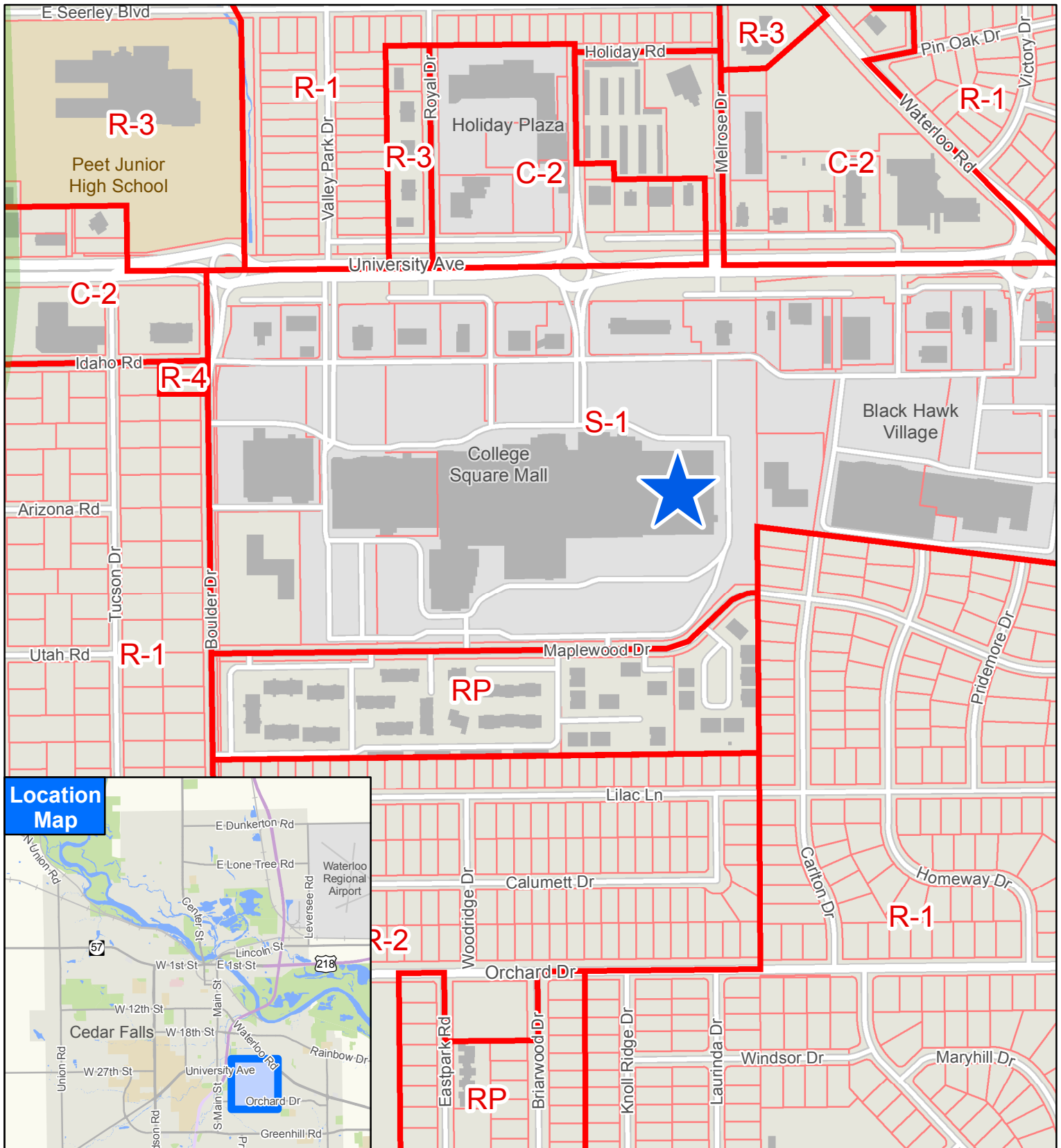
Troy Eichmann, COO for Ashley Homestore, stated that the variation on the landscaping would allow for better visibility, as that is an important factor to success.

Mr. Hartley stated that he is very excited for the project. Ms. Prideaux asked about the landscaping variance, and asked if one additional tree could be planted in order to meet the parking lot landscaping requirement. Mr. Eichmann indicated that it was an oversight on his part and that he would add an additional tree to the site per Ms. Prideaux's request. Mr. Leeper noted that he was also happy about the project but feels that the development agreement with the mall should still be upheld. Mr. Graham indicated that the development agreement with

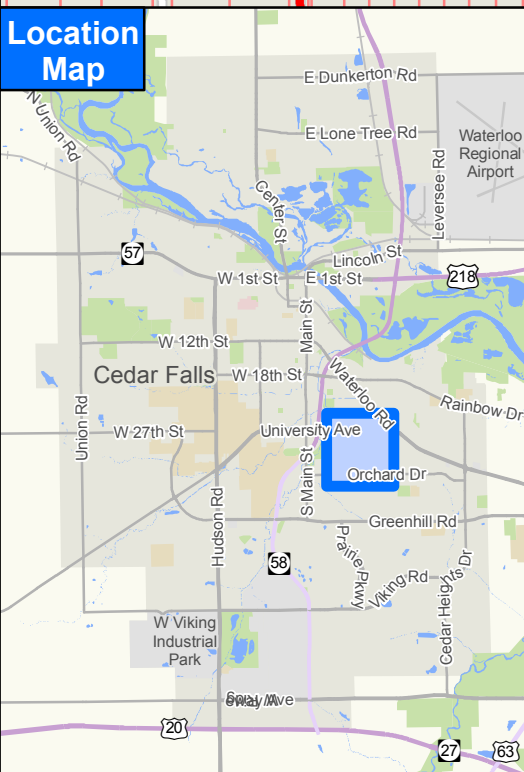
College Square Mall would still be intact.

Mr. Hartley made a motion to approve the site plan. Mr. Wingert seconded the motion. The motion was approved unanimously with 9 ayes (Adkins, Giarusso, Hartley, Holst, Larson, Leeper, Oberle, Saul and Wingert), and 0 nays.

Cedar Falls City Council May 6, 2019

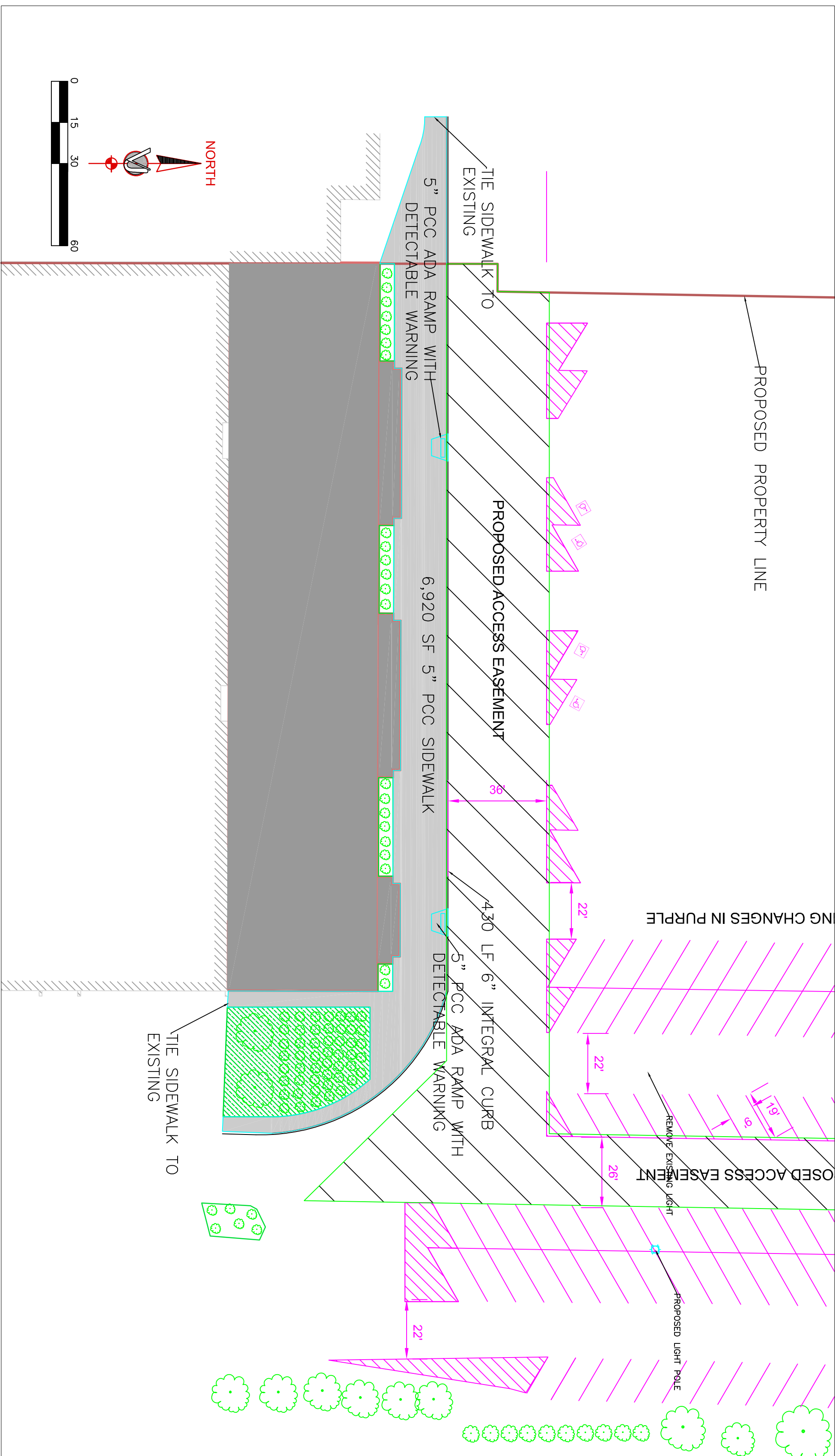
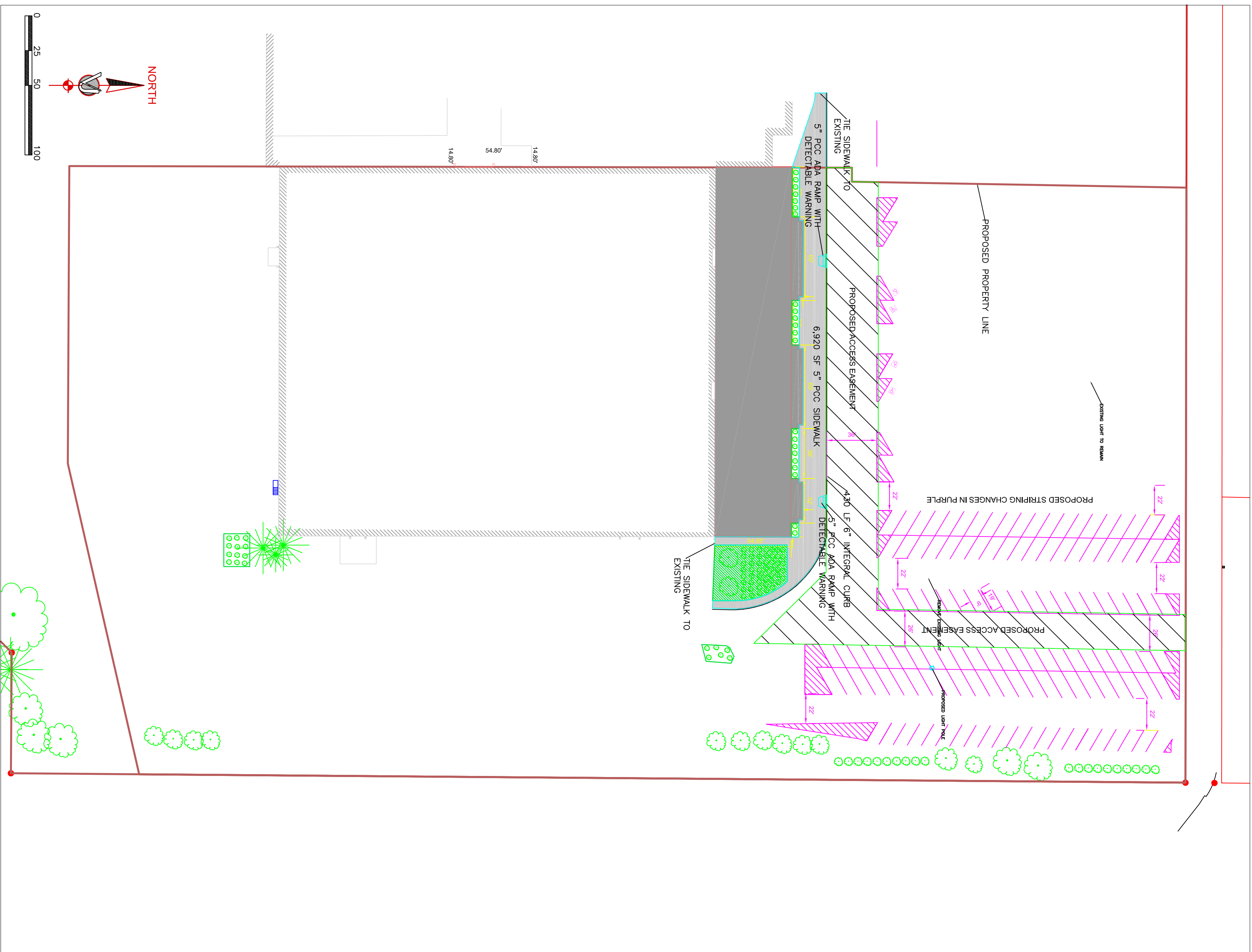
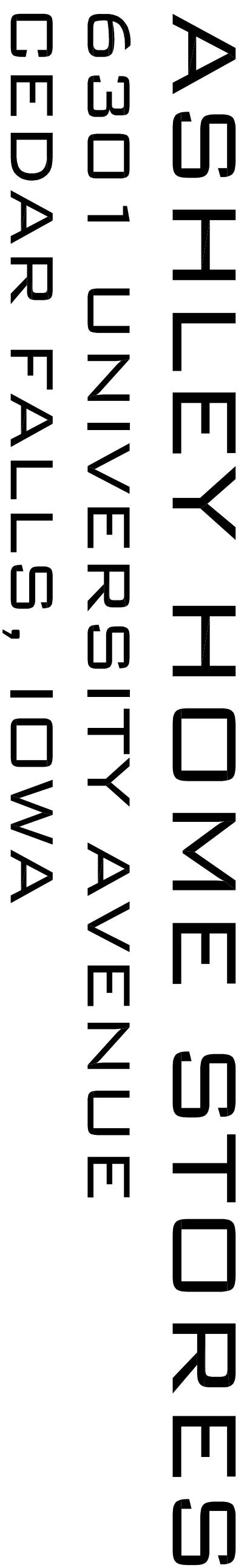


Location Map



Ashley Homestore S-1 Site Plan Review
and Furn Subdivision Preliminary and
Final Plat

653



6301 UNIVERSITY AVE

EXISTING: 83,524 SF

PROPOSED ADDITION: 15,526 SF
TOTAL: 99,050 SF

CURRENT ZONING

S-1 SHOPPING CENTER

PARKING REQUIREMENTS

1/750 SF FLOOR SPACE + 0.5/EMPLOYEE

PARKING REQUIRED: 132 STALLS

PARKING PROVIDED: 451 STALLS (INCLUDING 8 ADA)



IOWA
ONE CALL
800 / 292-8989
TOLL FREE
CALL - BEFORE - YOU - DIG

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

DANIEL M. ARENDS, P.E.

License number 22647

My license renewal date is December 31, 2020

Pages or sheets covered by this seal:

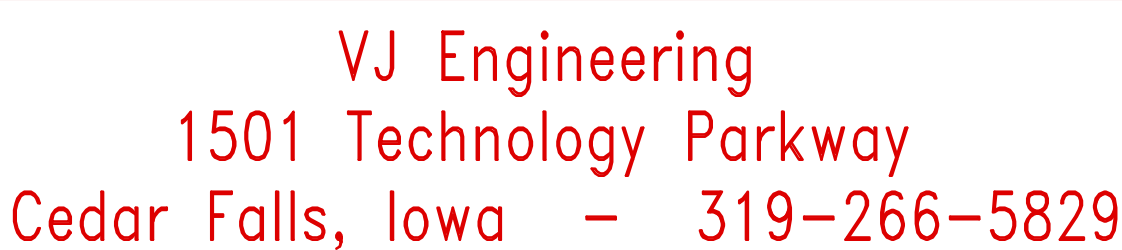
FEATURE LEGEND

- ## INDEX OF SHEETS

- | | |
|-----------|---------------------------|
| | PROPERTY CORNER SET |
| | SECTION CORNER FOUND |
| 100.00 | DIMENSION OF SURVEY |
| (100.00) | DIMENSION OF RECORD |
| -COMM- | EXISTING COMMUNICATION |
| -ST- | EXISTING ROAD |
| -SEWER- | EXISTING SANITARY SEWER |
| -SAN- | EXISTING SANITARY PHONE |
| -C- | EXISTING CABLE |
| -E- | EXISTING ELECTRIC |
| -W- | EXISTING WATER |
| -OHU- | EXISTING OVERHEAD UTILITY |
| -FO- | EXISTING FIBER OPTIC |
| --//-- | EXISTING FENCE |
| | EXISTING LIGHT POLE |
| | EXISTING UTILITY POLE |
| | EXISTING ELECTRICAL BOX |
| | EXISTING MANHOLE |
| | EXISTING FIRE HYDRANT |
| | EXISTING WATER VALVE |
| | EXISTING GAS VALVE |
| | EXISTING TELEPHONE PED |
| | EXISTING TREE |
| -000- | EXISTING CONTOURS |
| -000.00- | EXISTING ELEVATIONS |
| -0000.00- | PROPOSED GRADES |
| X 000.00- | EXISTING GRADES |
| | PROPOSED SLOPE FINISH |

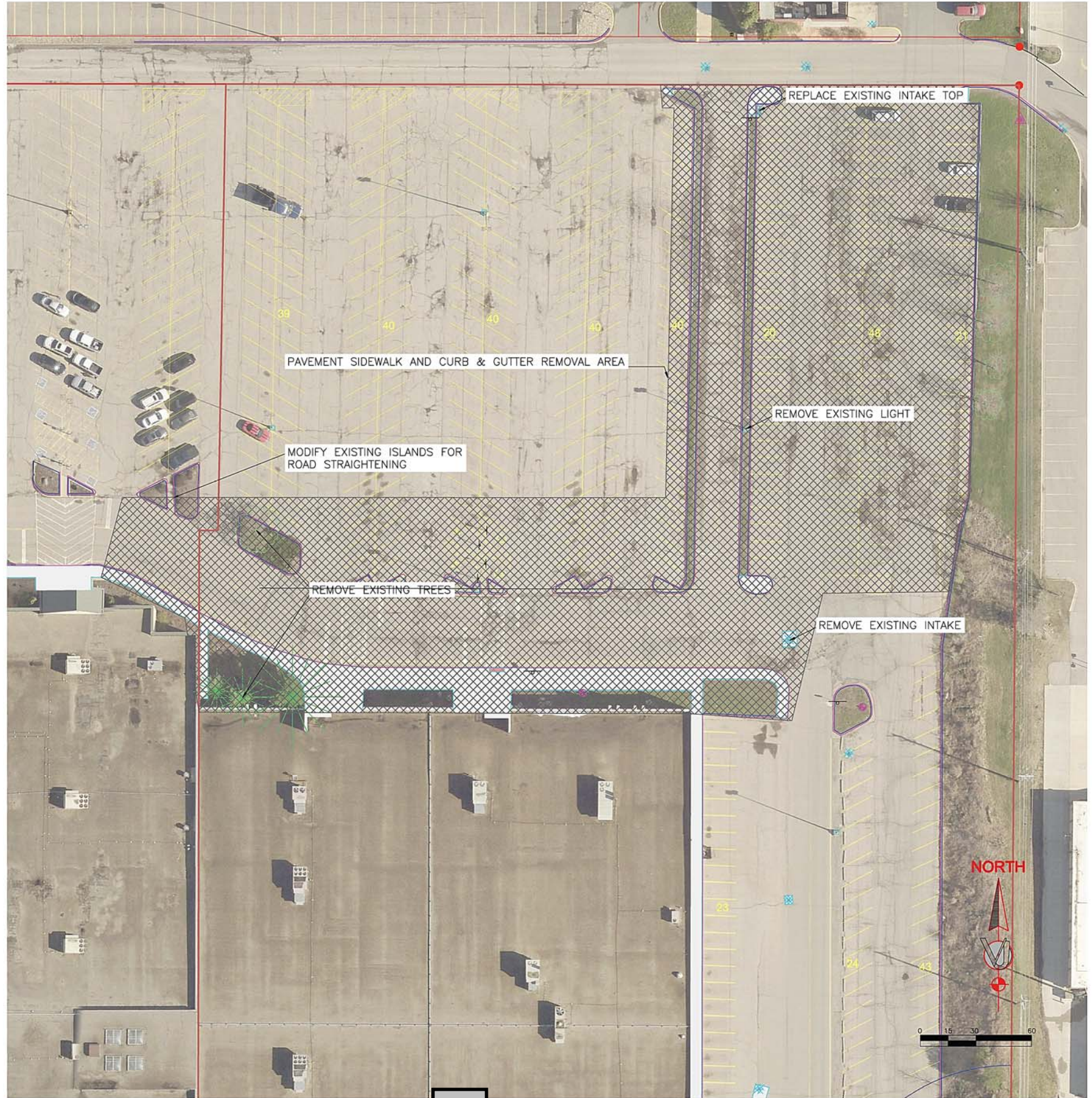
ASHLEY HOME STORES CEDAR FALLS, IA SITE PLAN

PRELIMINARY



198000

654



655

000861

VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa - 319-266-5829



PRELIMINARY

ASHLEY HOME STORES
CEDAR FALLS, IA
REMOVALS

2	OF	4
scale	As Noted	
drawn by	DMA	
approved by	DMA	
date	2/26/19	
revisions		

198000



000861

VJ Engineering

1501 Technology Parkway

Cedar Falls, Iowa - 319-266-5829

ASHLEY HOME STORES

CEDAR FALLS, IA

UTILITY PLAN

4 OF 4

scale

drawn by

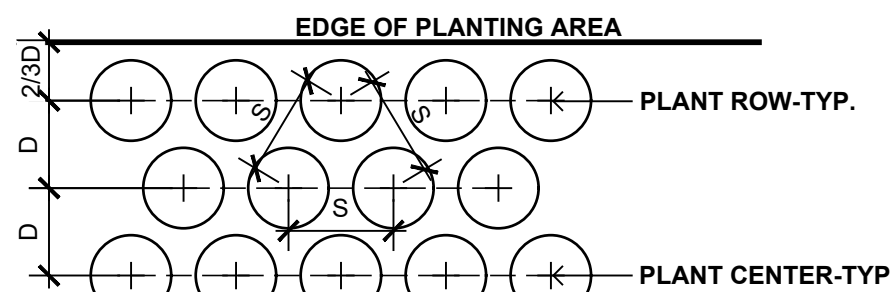
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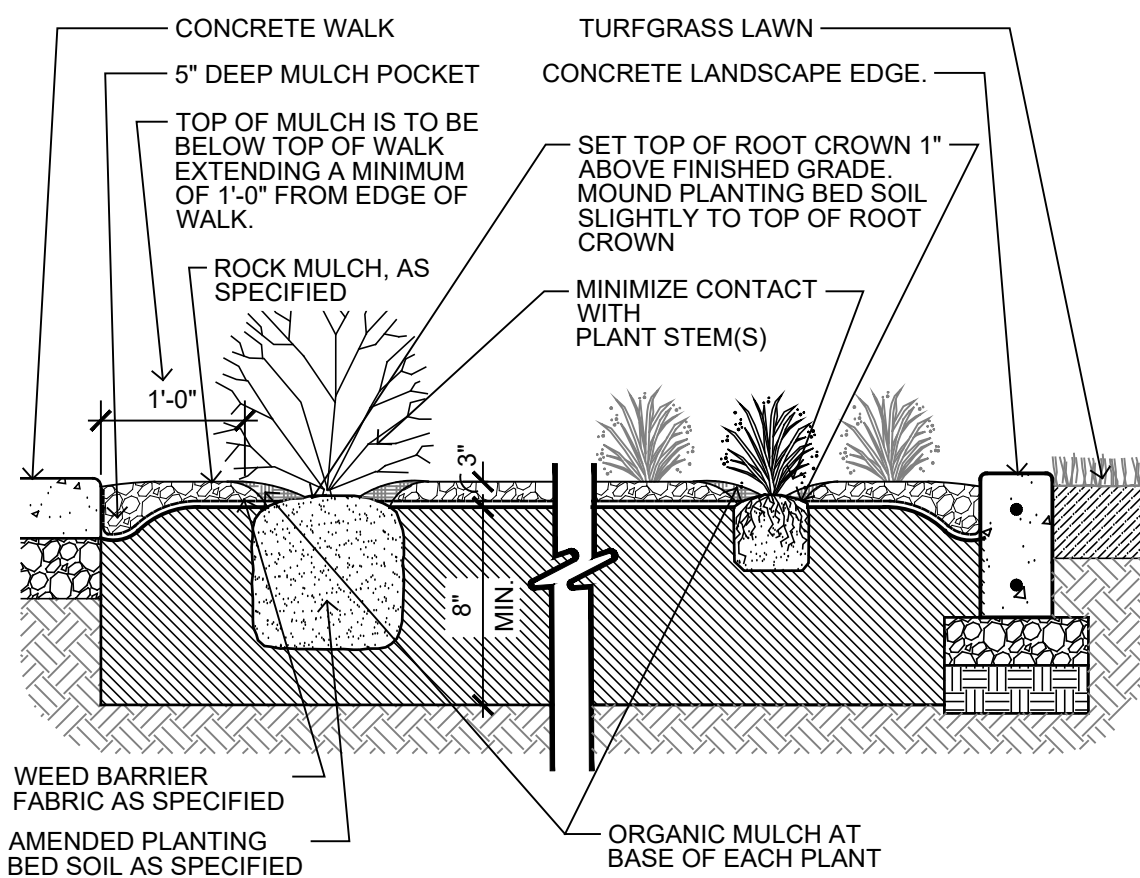
File Location: L:\Projects\2019\19086 Ashley Home Store Landscape - Cedar Falls, IA\19086 WORKING\AUTOCAD\19086 L-1 - Drawn by: XX - Checked by: XX



TRIANGULAR SPACING - 'S'	DISTANCE BETWEEN ROWS - 'D'	TOTAL AREA PER PLANT (SF)
12"	10-1/2"	0.88
15"	13"	1.35
18"	15-1/2"	1.94
21"	18"	2.63
24" (2')	21"	3.50
30"	26"	5.42
36" (3')	31"	7.75
42"	36"	10.50
48" (4')	42"	14.00
54"	47"	17.63
60" (5')	52"	21.67
72" (6')	62"	31.00

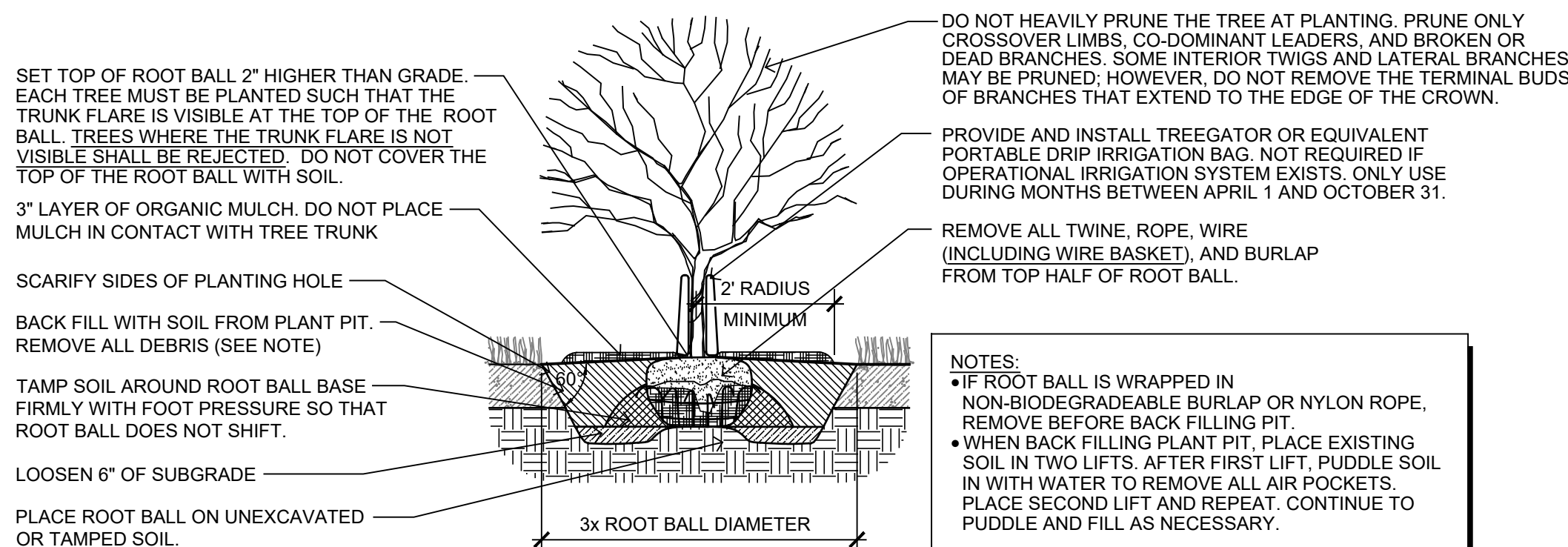
4 L-1 PLANT SPACING

SCALE: 3/4" = 1'-0"



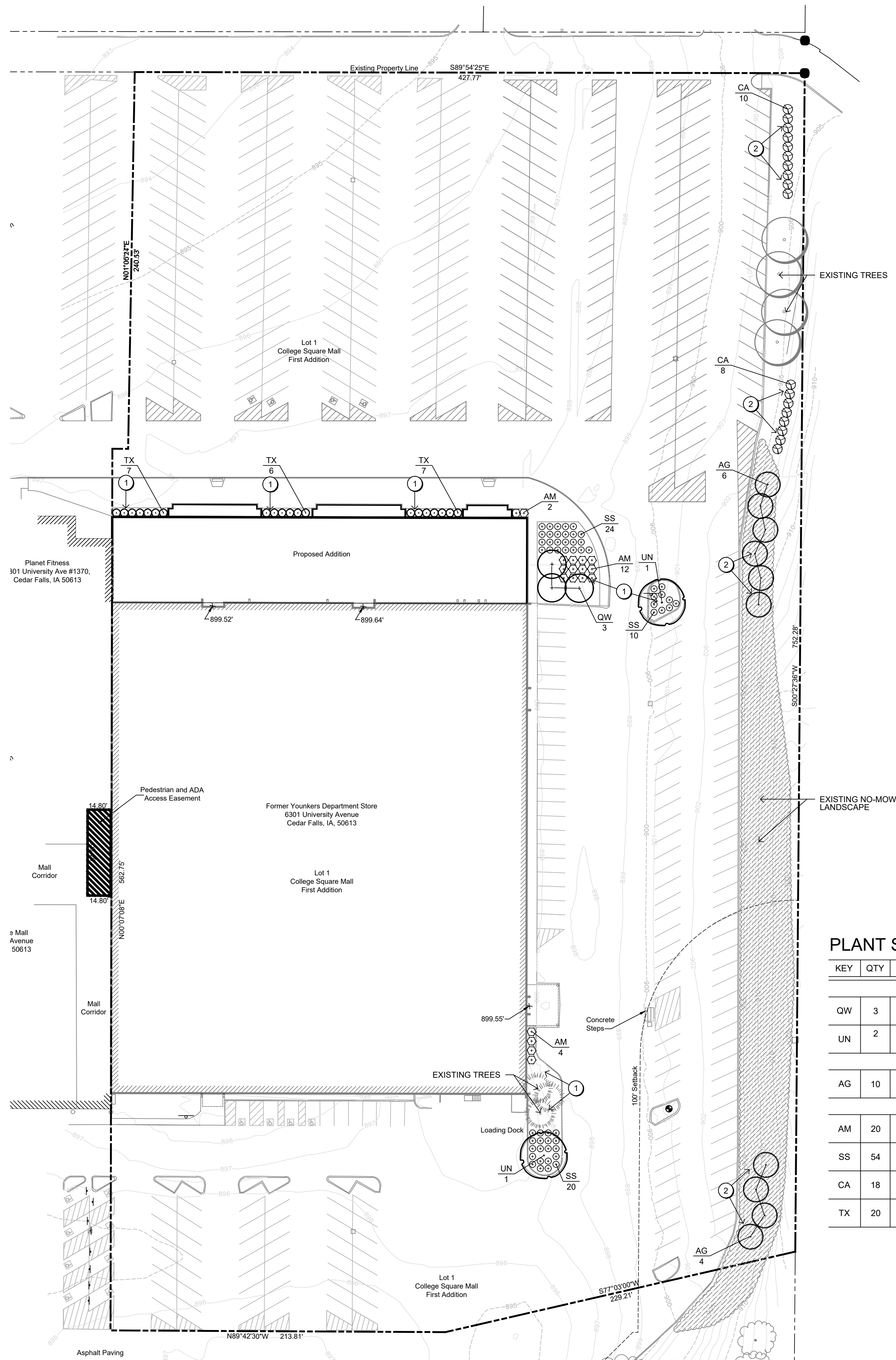
3 L-1 PLANT BEDS

N.T.S.



2 L-1 B&B TREE PLANTING

SCALE: 3/4" = 1'-0"



GENERAL NOTES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL PUBLIC AND PRIVATE UTILITIES WHICH LIE WITHIN THE CONSTRUCTION AREA PRIOR TO ANY CONSTRUCTION. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES. IOWA ONE CALL NOTIFICATION CENTER: 1-800-292-8989.

THE CONTRACTOR SHALL CONSTRUCT ALL ITEMS WITHIN THIS CONTRACT IN ACCORDANCE WITH ALL STATE AND LOCAL CODES AND REGULATIONS. CONTRACTOR TO COORDINATE ALL WORK WITHIN THE PUBLIC RIGHT OF WAY WITH THE APPROPRIATE JURISDICTIONS.

THE CONTRACTOR SHALL REPORT TO THE OWNER ANY DAMAGE TO OWNER'S PROPERTY AND UTILITIES PRIOR TO REPAIR.

ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THESE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.

PLANT QUANTITIES IN PLANT SCHEDULE ARE FOR CONVENIENCE ONLY AND ARE NOT GUARANTEED. QUANTITIES ON PLAN WILL PREVAIL IF DISCREPANCIES OCCUR.

ALL PLANTS, TREES, AND SHRUBS SHALL CONFORM TO OR EXCEED MINIMUM QUALITY STANDARDS AS DEFINED BY THE AMERICAN NURSERY AND LANDSCAPING ASSOCIATION. CURRENT EDITION OF AMERICAN STANDARD FOR NURSERY STOCK, AND SHALL BE PURCHASED FROM A LANDSCAPE

NURSERY. PLANTS, TREES, AND SHRUBS FURNISHED SHALL BE OF THE SAME GENUS, SPECIES, CULTIVAR, AND SIZE AS SPECIFIED IN THE PLANS. SPECIES AND VARIETY MAY BE SUBSTITUTED ONLY BY THE APPROVAL OF THE LANDSCAPE ARCHITECT. EACH PLANT, TREE, AND SHRUB SHALL HAVE AN IDENTIFICATION LABEL.

ALL PLANTS, TREES, AND SHRUBS SHALL BE PLANTED IN ACCORDANCE WITH ALL THE DRAWINGS AND SPECIFICATIONS INCLUDED IN THE PLANS.

WITHIN 2 HOURS AFTER BEING PLANTED, PLANTS, TREES, AND SHRUBS SHALL BE WATERED TO THOROUGHLY SATURATE THE BACKFILL SOIL AS THIS PROVIDES SETTLEMENT AND FILLING OF VOIDS IN THE BACKFILL.

KEYNOTES

- LANDSCAPE BED WITH WEED BARRIER FABRIC AND ROCK MULCH. WHERE EXISTING LANDSCAPE OCCURS REMOVE EXISTING SHRUBS, MULCH AND PREPARE SOIL TO RECEIVE NEW LANDSCAPE PLANTINGS.
- INSTALL MULCH RING AT TREES AND SHRUBS PLANTED IN TURF AND NO-MOW AREAS - TYP.

PLANT SCHEDULE

KEY	QTY		SIZE	NOTES
CANOPY TREES				
QW	3	QUERCUS X WAREI 'LONG' REGAL PRINCE OAK	2" CAL	B&B
UN	2	ULMUS 'NEW HORIZON' NEW HORIZON ELM	2" CAL	B&B
UNDERSTORY TREES				
AG	10	ACER GINNALA AMUR MAPLE	4'-5' HT	B&B CLUMP
SHRUBS				
AM	20	ARONIA MELANOCARPA 'MORTON' IROQUOIS BEAUTY BLACK CHOKEBERRY	#2 CONT.	6'-0" O.C.
SS	54	SORBARIA SORBIFOLIA 'SEM' SEM ASH LEAF SPIREA	#2 CONT.	5'-0" O.C.
CA	18	CORNUS ALBA 'MINBAT' BATON ROUGE DWARF DOGWOOD	#2 CONT.	6'-0" O.C.
TX	20	TAXUS X MEDIA 'TAUNTONI' TAUNTON SPREADING YEW	#5 CONT.	5'-0" O.C.

CONFLUENCE

LANDSCAPE ARCHITECT
CONFLUENCE
524 N MAIN AVE., SUITE 201
SIOUX FALLS, SD 57104
PH: 605.339.1205 FAX: 605.339.1215

Ashley Home Stores
6301 University Avenue
Cedar Falls, Iowa

REVISION SCHEDULE

ISSUE	DATE	DESCRIPTION
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OWNER
REVIEW SET
04-29-2019

NOT FOR
CONSTRUCTION

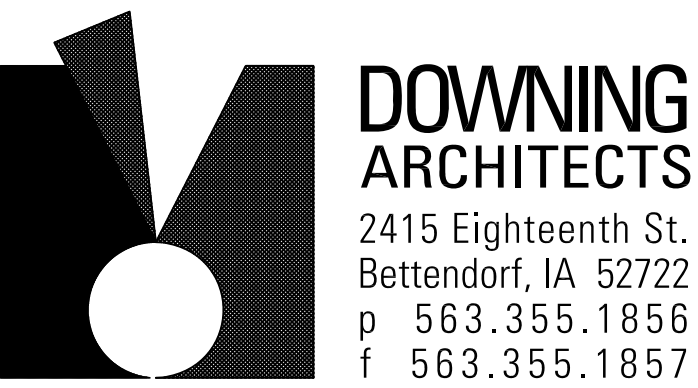
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Planting Plan

CONFLUENCE PROJECT # 19086

L-1

NEW BUILDING FOR: ASHLEY HOMESTORE



A DIVISION OF BRUNER, COOPER & ZUCK, INC.
DESIGN FIRM - LS / ARC / PE / SE 184002633



NEW BUILDING FOR ASHLEY HOMESTORE

EAST AGENCY STREET
BURLINGTON, IA 52601

DRAWING INDEX

GENERAL

TO COVER SHEET

CIVIL

- C-1 COVER SHEET
C-2 CONTACTS, NOTES AND LEGEND
C-3 SEDIMENT AND EROSION CONTROL PLAN
C-4 EXISTING CONDITIONS PLAN
C-5 SITE PLAN
C-6 UTILITY PLAN
C-7 GRADING PLAN
C-8 GENERAL DETAILS
C-9 GENERAL DETAILS

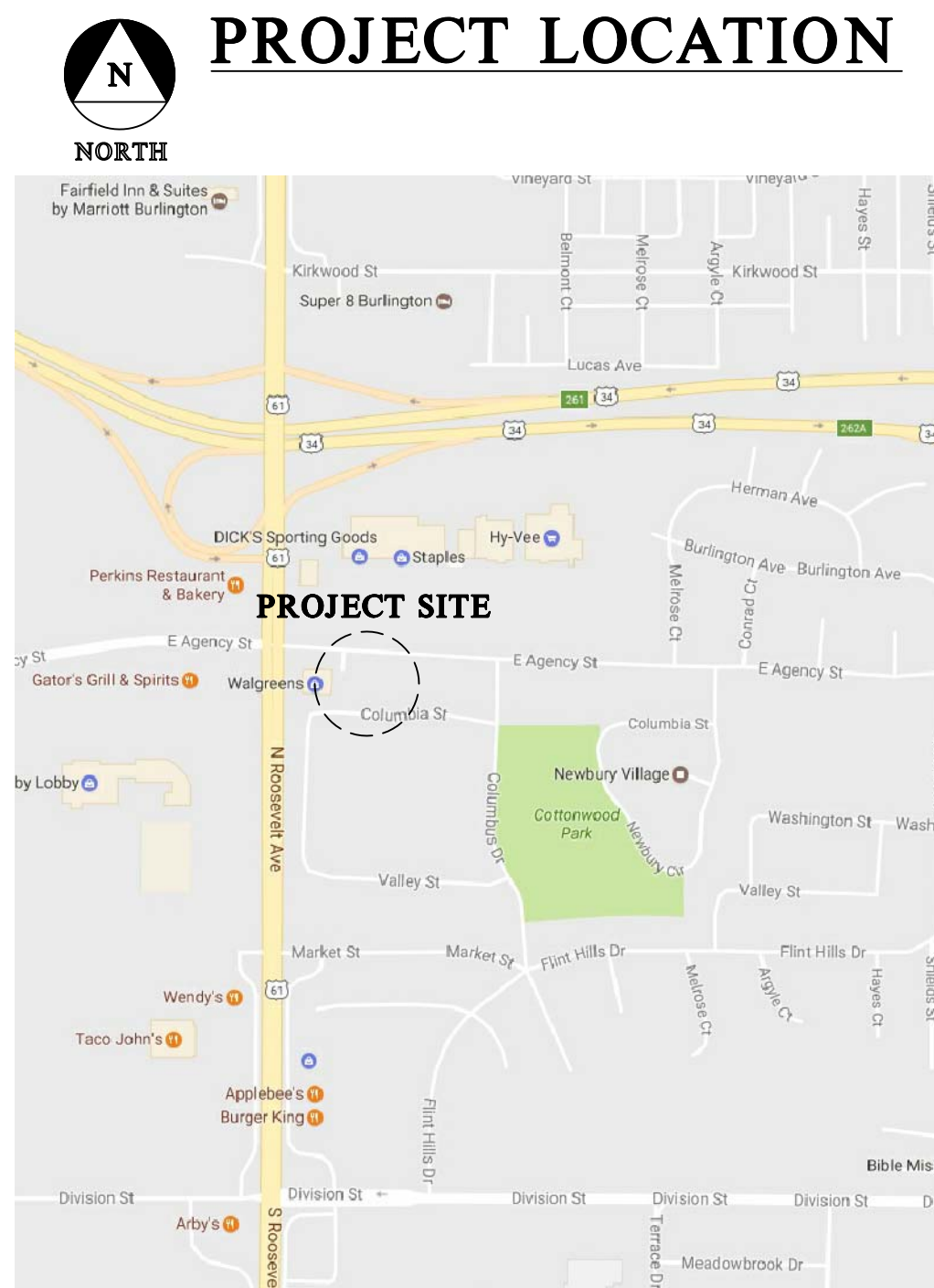
ARCHITECTURAL

- A0.0 TRASH ENCLOSURE
A1.0 FLOOR PLAN
A1.1 ROOF PLAN
A2.0 ENLARGED PLANS & SCHEDULES
A3.0 ELEVATIONS
A3.1 ELEVATIONS
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STRUCTURAL

- S1 GENERAL NOTES AND DETAILS
S2 FOUNDATION PLAN
S2.1 FOUNDATION PLAN II
S3 FOUNDATION DETAILS
S4 ROOF FRAMING PLAN
S5 ROOF FRAMING DETAILS I
S6 ROOF FRAMING DETAILS II
S7 GENERAL NOTES

PROJECT LOCATION



BUILDING CODE ANALYSIS

Location	Burlington, Iowa
Current Building Code	2015 IBC, 2009 IECC
Project Description	New 1-story retail building of 37,563 sf
Occupancy Classification Type of Construction	Group M Retail Type II - B sprinklered
Fire -resistance rating of exterior walls, Distance from property line, Table 602	Verify east wall is greater than 10 feet from property line
Fire rating, east exterior wall Allowable Height, Table 504.3	No fire rating if east wall >10 ft from property line 75 feet
Allowable Area, Table 506.2	Tabular area = 50,000 sf (Note: sprinkler and frontage increase not needed)
Actual Building Area/Allowable Area Number of stories/Height, Table 504.4	37,563 actual < 50,000 sf allowed, OK 1 story actual < 2 story allowed
Occupant load, Table 1004.1.2, M (Retail) calculation	Retail occupant load factor of 30 sf/occ + Warehouse of 500 sf/occ (gross sf); 37,563 sf retail/30 = 1,254 occupants; 2,763 sf warehouse/500 = 5.53, or 6 occupants; 1,254 + 6 = 1,260 total occupants
Exits: Table 1006.3.1	1,260 occupants > 1,000; provide at least 4 exits 1/3 diagonal apart 1,260 occupants (0.2) = 21 ft required exit width; exit width provided from retail = 27 ft
Means of egress sizing, 1005.3.2	Egress from mechanical room through warehouse is less than 100 ft to point where 2 paths of egress are available
Common path of travel, 1006.2.1	Provide 2 exits at warehouse; while the occupant load of the warehouse is less than 29, the 2 nd exit is required to meet common path of travel
Exits, Table 1006.2.1 (Warehouse)	Doors shall swing in direction of egress travel serving a room/area with occupant load of 50 or more; occupant load of warehouse is less than 50 (required egress/pair interior warehouse)
Door swing, 1010.1.2.1	Egress doors shall be openable from egress side without use of key or special knowledge (pair interior warehouse)
Door operations, 1010.1.9	Provide panic/fire exit hardware for all exit doors
Panic/Fire exit hardware	
Emergency Lighting at mean of egress, 1008.1	Provide at exterior landings of all exterior exit doors
Exit signage, 1013.1	Provide at all exit doors and at all locations where path of exit travel is not immediately visible
Plumbing fixtures, occupant load	1,260 occupants/2 = 630 men/635 women; provide separate accessible facilities
Plumbing fixtures, Table 2902.1	1/500 toilets, 1/750 lavs, drinking fountain 1/1,000 Provide 2 toilets/2 lavs women, provide 1 toilet/1 urinal/2 lavs men
Accessible exterior route Slope not steeper than 1:20	Provide accessible route from accessible surface parking to main entrance
Accessible parking	Provide accessible parking spaces & signage

● 15 JULY 2017
BID DOCUMENTS

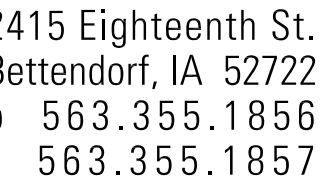
• ISSUE RECORD •

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<u>TYPE</u>	<u>DESCRIPTION</u>
P	PRELIMINARY
R	REVISION
B	BID DOCUMENTS
C	FOR CONSTRUCTION
A	RECORD DOCUMENTS

● 2016045-2

COVER SHEET



A DIVISION OF BRUNER, COOPER & ZUCK, INC.
DESIGN FIRM - LS / ARC / PE / SE 184002633



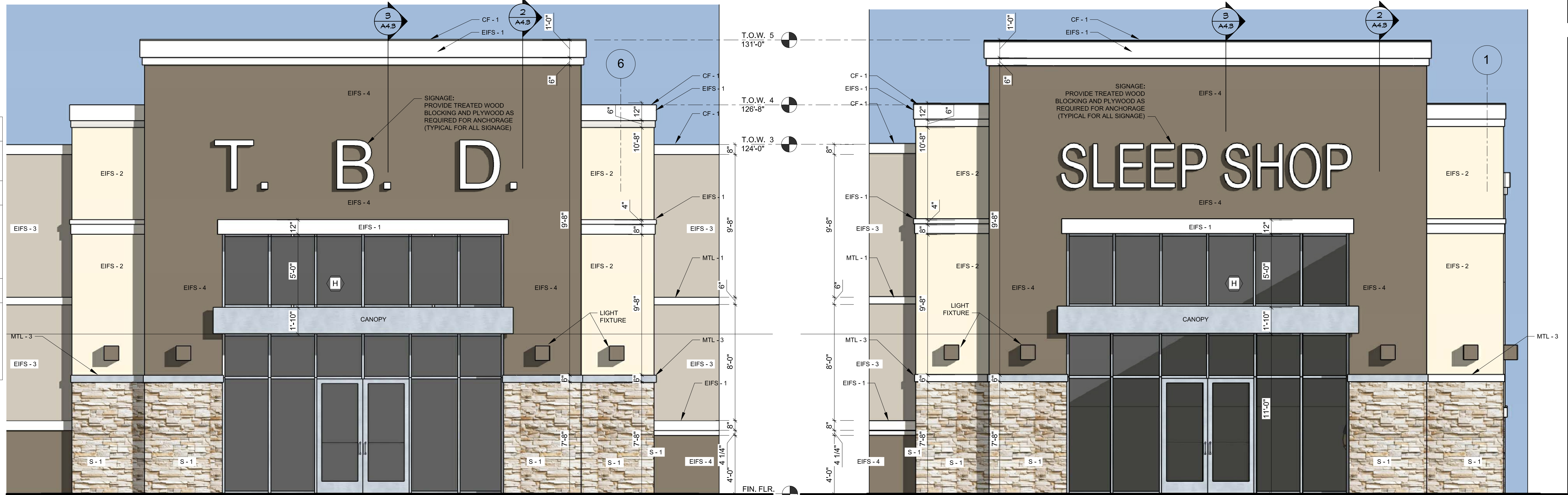
1
A3.1

ENTRANCE ELEVATION

SCALE: 1/4" = 1'-0"

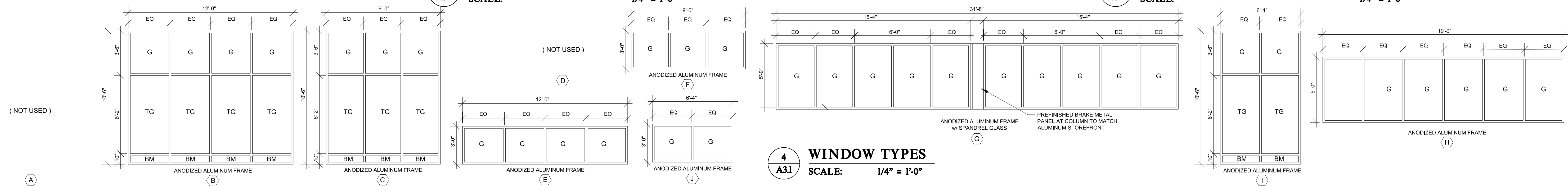
STOREFRONT GLASS LEGEND	
G	1" THERMOPANE GLASS
TG	1" THERMOPANE TEMPERED GLASS
BM	BRAKE METAL FLUSH WITH FRAME -- CLEAR ANODIZED
STOREFRONT GLASS LEGEND	
1.	PROVIDE OLDCASTLE FLOAT GLASS
2.	EXTERIOR LITES SHALL BE 1/4" PILKINGTON ARCTIC BLUE
3.	INTERIOR LITES SHALL BE 1/4" PPG SOLARBAN 60 ON CLEAR LOW-E #3
4.	OWNER TO VERIFY AND PROVIDE FULL SPEC
STOREFRONT GLASS LEGEND	
1.	STOREFRONT MANUFACTURER SHALL DESIGN AND BE RESPONSIBLE FOR ALL STRUCTURAL CALCULATIONS AND SPECIFICATIONS ASSOCIATED WITH THEIR PRODUCT.
2.	STOREFRONT MANUFACTURE SHALL COORDINATE WINDOW HEAD DEFLECTION REQUIREMENTS WITH STRUCTURAL ENGINEER.

NOTE:
SEE SHEET A3.0 FOR EXTERIOR
FINISH SCHEDULE.



2 T.B.D. ENTRANCE ELEVATION
A3.1 SCALE: 1/4" = 1'-0"

3 SLEEP SHOP ENTRANCE ELEVATION
A3.1 SCALE: 1/4" = 1'-0"



NEW BUILDING FOR ASHLEY HOMESTORE

EAST AGENCY STREET
BURLINGTON, IA 52601

● **15 JULY 2017**
BID DOCUMENTS

[illegible]

<u>TYPE</u>	<u>DESCRIPTION</u>
P	PRELIMINARY
R	REVISION
B	BID DOCUMENTS
C	FOR CONSTRUCTION
A	RECORD DOCUMENTS

● 2016045-2

ELEVATIONS



EAST ELEVATION : 1" = 40'



PERSPECTIVE



PERSPECTIVE

PRELIMINARY BUILDING DESIGN:
1702 17TH STREET N W
AUSTIN, MINNESOTA

FURNITURE MART USA
06-22-18

ARCHNET
660
u s a

Ashley Home Stores – Summary of Proposed Work

The proposed site plan is for the addition of an Ashley HomeStore retail operation in the College Square mall at 6301 University Avenue. The proposed expansion consists of adding ~15,000 square feet of building onto the north / front section of the existing 83,500 square foot building. This building was most recently occupied by Younkers. The addition is planned to align the newly constructed storefront building with the adjacent store fronts of the mall to the west. The current zoning of the property is S-1 and no zoning changes are being sought.

The improvements will consist of the removal and replacement of a portion of the parking lot that is in significant disrepair in the northeast corner of the parking lot. This repair will also include restriping of the reconstructed area for a more simplified parking layout. The interior roadway directly in front of the building (north side) is proposed to be straightened. The rerouted roadway is proposed to become in line with the existing internal mall roadway to the west in order to provide a more natural traffic route and provide an area for the building expansion. Additionally, the modified striping layout will remove and shift the current north-south interior easement access from its existing location to the east just slightly in order to provide a more direct north-south traffic flow which continues to the east side of the Yonkers building.

Any utilities impacted by the building addition on the north side such as a water main, sanitary service and line and storm water will be shifted further north in order to make way for the building addition and road straightening. Overall the site grading will remain basically the same as it is locked into the existing parking lot and driveways on three sides. Storm water quality will be provided using hydrodynamic separators on the front and rear of the building. Storm water lines being replaced will be upsized slightly in order to provide additional outflow from the site. Sizing for these systems is still being determined. One fire hydrant will be relocated to the new building front. One parking lot light will be removed and replaced in the removal area in front of the building with a similar style light to match the existing mall parking lights.

A few additional bushes will be placed along the north east property line of the property. Planters will be placed between entrances and small trees and bushes will be located in a planter area on the northeast corner of the building. Additional bushes will be added in the existing islands on the east side of the building and near the truck dock.



April 17, 2019

Planning & Zoning Commission Members
c/o Karen Howard, Planning & Community Services Manager
City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

RE: Ashley Furniture Homestore Site Plan Review

Dear Commission Members,

One area of emphasis of Grow Cedar Valley is to support and advocate for the continued growth of the City of Cedar Falls. Numerous public and private partners cooperatively work to get this done.

To that end, this letter is to express our support of the proposed Ashley Furniture Store redevelopment project proposed at 6301 University Avenue by Furniture Mart USA, Inc. We praise City leaders and staff, Company representatives and mall officials who have worked hard getting to this point.

Three years ago, Furniture Mart USA Inc made their first investment by building a distribution center in Cedar Falls Industrial Park and kept to their executed plans as outlined in the development agreement between the City of Cedar Falls and the Company.

Furniture Mart USA Inc is exceeding their original commitment for a retail component of 25,000 square foot to a 99,050 square feet footprint and a much larger capital investment. Beyond the numbers this proposed developments helps further validate the reconstruction of University Avenue and puts new life and opportunity for future improvement at College Square Mall and surrounding area.

Grow Cedar Valley appreciates Planning & Zoning's Commission Members import role in the economic growth of the City of Cedar Falls and the benefit it brings to the entire Cedar Valley Region.

On behalf of Grow Cedar Valley, we look forward to your favorable review of this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lisa Rivera Skubal', with a stylized, flowing script.

Lisa Rivera Skubal, CEcD
Vice President of Economic Development

c: Jim Brown, Mayor
Troy Eichmann, COO, Furniture Mart USA, Inc.
Cary Darrah, CEO, Grow Cedar Valley
Ron Gains, City Administrator
Shane Graham, City Planner II



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, Economic Development Coordinator
DATE: May 2, 2019
SUBJECT: Developmental Procedures Agreement with Furn USA IA-Cedar Falls, LLC.

REQUEST: Request to approve a Developmental Procedures Agreement regarding the Furn Subdivision at College Square Mall

PETITIONER: Furn USA IA-Cedar Falls, LLC

LOCATION: 6301 University Avenue (former Younkers store at College Square Mall)

PROPOSAL:

The owner of College Square Mall, College Square Realty, LLC, has an agreement in place to sell the former Younkers building located at the east end of College Square Mall to Furn USA IA-Cedar Falls, LLC, who is looking to redevelop the empty store into a new Ashley Homestore. The proposed buyer has been working with City staff for several months now in regards to platting the former Younkers store off onto its own lot in order to maintain separate ownership from the main mall property.

In 2016, a Developmental Procedures Agreement was entered into between College Square Realty, LLC and the City of Cedar Falls as part of a subdivision which saw the owner subdivide 9 lots along University Avenue off from the mall. In the Agreement, the mall owner agreed to address certain aspects of the property, such as parking lot and access drive repairs, landscaping improvements, addition of a sidewalk, and addition of several parking spaces at several of the outlots so as to meet the parking requirements of the zoning ordinance.

There are two aspects relating to that original Agreement that apply to the property that would be known as Furn Subdivision: parking lot repairs and landscaping. The proposed buyer is proposing changes to the timeline for the parking lot repairs, and is also proposing a new landscape plan for this property. Instead of amending the original

Agreement, putting these items in the form of a new Developmental Procedures Agreement is the appropriate and legal format to move forward.

BACKGROUND:

College Square Realty, LLC purchased the 42-acre College Square Mall (Mall) property in March 2015. This included the main mall building, as well as 9 additional buildings located in front of the mall along University Avenue (Applebee's at the east end to Wells Fargo at the west end). In November 2016, the mall owner submitted to the City the College Square Mall Addition preliminary and final plat. This plat subdivided the 9 buildings in front of the mall onto their own lots, and at the time the owner indicated that the subdivision would provide several benefits: securing capital that could be used for continued interior, exterior and site improvements, ongoing development and maintenance of the property, and attraction and retention of tenants.

At the same time that the subdivision was approved in 2016, a Developmental Procedures Agreement was also approved between the City and College Square Realty, LLC in order to address certain aspects of the mall property, such as parking lot and access drive repairs, addition of a sidewalk from the mall to the trail along University Avenue, and the addition of landscaping across the mall property. This Agreement also included a supplemental Declaration of Easements, Covenants and Restrictions (ECR), which focused on the function and maintenance of the property given that there would be multiple property owners and in order to also comply with the S-1 zoning district regulations. The Agreement called for items such as the sidewalk installation, parking lot repairs, and landscaping to be installed by December 31, 2018, however those have not been completed as of yet. The mall owner asked for and received an extension until August 31, 2019 to complete those items per the Agreement.

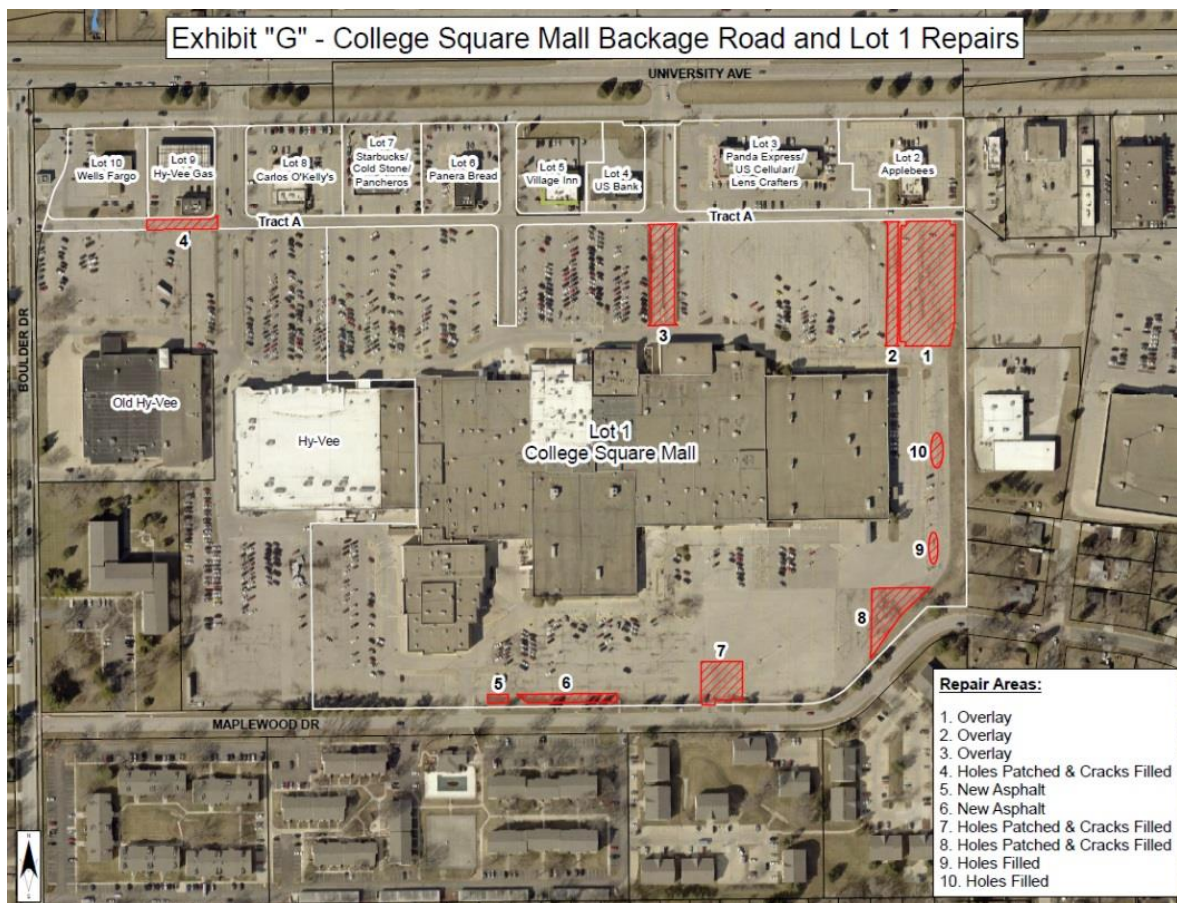
STAFF ANALYSIS

In conjunction with the approval of the preliminary and final plats of Furn Subdivision, staff has been working with the proposed buyer on what elements of the existing Developmental Procedures Agreement still need to be addressed on what will be known as the Furn Subdivision lot. The following two items are items that will still need to be addressed per the original Developmental Procedures Agreement.

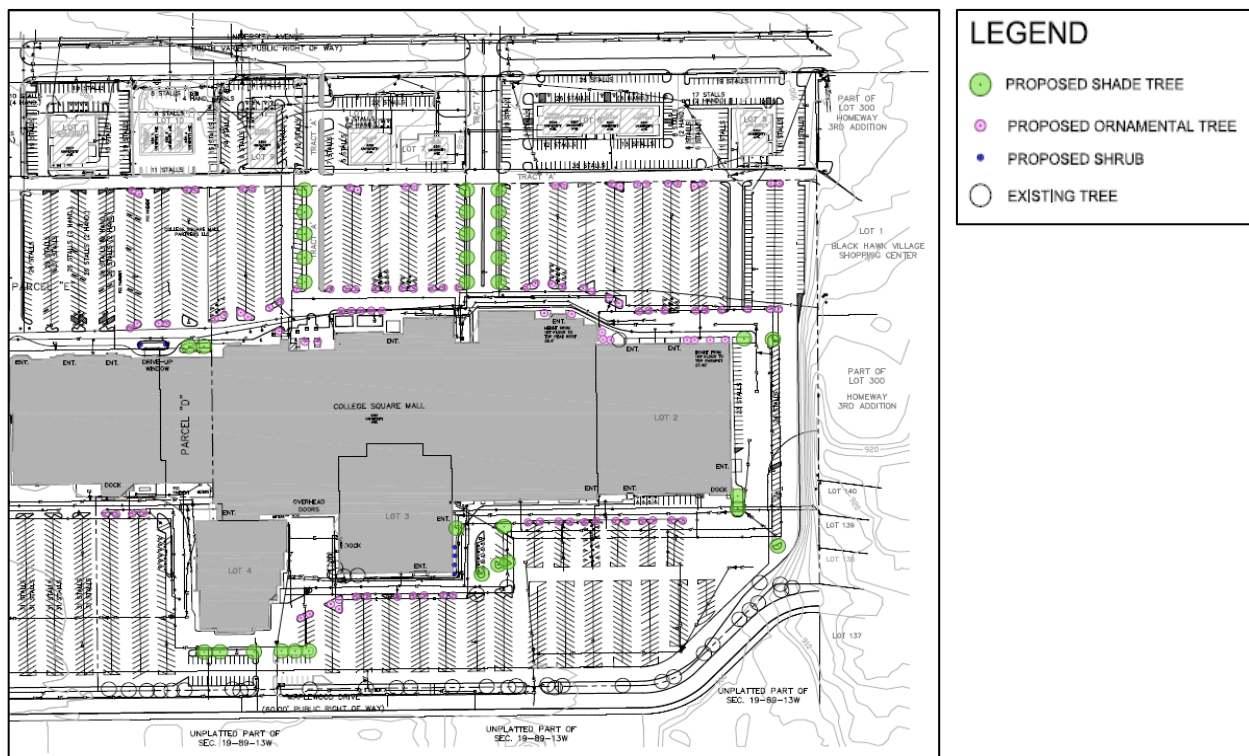
1. Within the original Agreement, the mall owner agreed to perform repair and reconstruction work on certain areas of the parking lot of the mall property, including areas within the proposed Furn Subdivision Lot. The areas to be repaired and/or replaced are shown on the exhibit below. The Agreement dictated that the work as shown on the exhibit be completed by December 31, 2018. Item 3 in the exhibit below was completed, and the mall owner asked for and received an extension until August 31, 2019 to complete the remaining items per the agreement.

There are 4 locations on what would be the new parcel for the Furn Subdivision that are required to be addressed per the Agreement: the north-south drive lane

in front of the Younkers building (#2 in the image below), which was required to be overlaid with asphalt, the parking area at the northeast corner of the property (#1 in the image below), which was to be overlaid with asphalt, and two smaller areas along the east side of the property (#9 and #10 in the image below), which were to have potholes filled. After a site visit by staff, it appears that the small holes along the east side of the property have been filled, but the drive lane and area at the northeast corner of the property have not been overlaid with new asphalt. The proposed buyer does plan on overlaying this area with asphalt, per the Developmental Procedures Agreement, however they would like until September 1, 2020 to complete the work because they would like to complete the parking lot improvements after the building addition has been constructed.



2. Within the original Agreement, the mall owner agreed to incorporate additional landscape plantings to the mall property, to work toward meeting current standards and provide a better delineation to parking isles. The landscape plan that is shown below shows where new trees, shrubs and landscape islands would be located throughout various locations of the mall property. The Agreement dictated that the plantings be completed by December 31, 2018. The mall owner asked for and received an extension until August 31, 2019 to complete those items per the Agreement.



As you can see on the plan, several parking lot islands along with landscaping are required to be installed on the proposed Furn Subdivision lot, in addition to other areas of the mall property. As an alternative to the parking lot islands and trees that are required per the original Developmental Procedures Agreement, the developer submitted a revised landscape plan for the Furn Subdivision lot that shows additional landscaping along the east property line within the existing greenspace area, shows new planters in front of the building between the sidewalk and the building, shows added trees and shrubs within a new greenspace area near the northeast corner of the building, and shows a new planter area within the existing greenspace area at the southeast corner of the building. A total of 15 new trees will be planted on the site, in addition to 7 existing trees, for a total of 22 trees to be located on the site. The tree species includes Regal Prince Oak (3), New Horizon Elm (2), and Amur Maple (10). There will also be a total of 112 new shrubs that will be planted on the site. These species includes Iroquois Beauty Black Chokeberry (20), Sem Ash Leaf Spirea (54), Baton Rouge Dwarf Dogwood (18), and Taunton Spreading Yew (20). The revised landscape plan is attached as Exhibit "C" to the Developmental Procedures Agreement. The Agreement calls for the landscape work to be completed by September 1, 2020, as the buyer would like to complete the landscape improvements after the building addition is constructed.

Both of the above listed items were components that were in the original Developmental Procedures Agreement in 2016, and will be carried into this updated Developmental Procedures Agreement with the proposed buyer of the Furn Subdivision lot. The repair of the parking lot will be done per the requirements of the original 2016 Agreement, and the only change in the new Agreement will be the completion date. For the landscaping,

a revised plan has been submitted by the proposed buyer of the Furn Subdivision lot. Instead of trees and landscape islands being placed within the parking lot area, trees and shrubs will be added along the east property line and around the building. This Agreement also changes the completion date for the landscaping to September 1, 2020.

It is staff's belief that the components contained within the Developmental Procedures Agreement for the Furn Subdivision will help to ensure that the deficiencies that were noted in 2016 are still addressed, and that maintenance and repair of the property continue to occur in the future.

STAFF RECOMMENDATION:

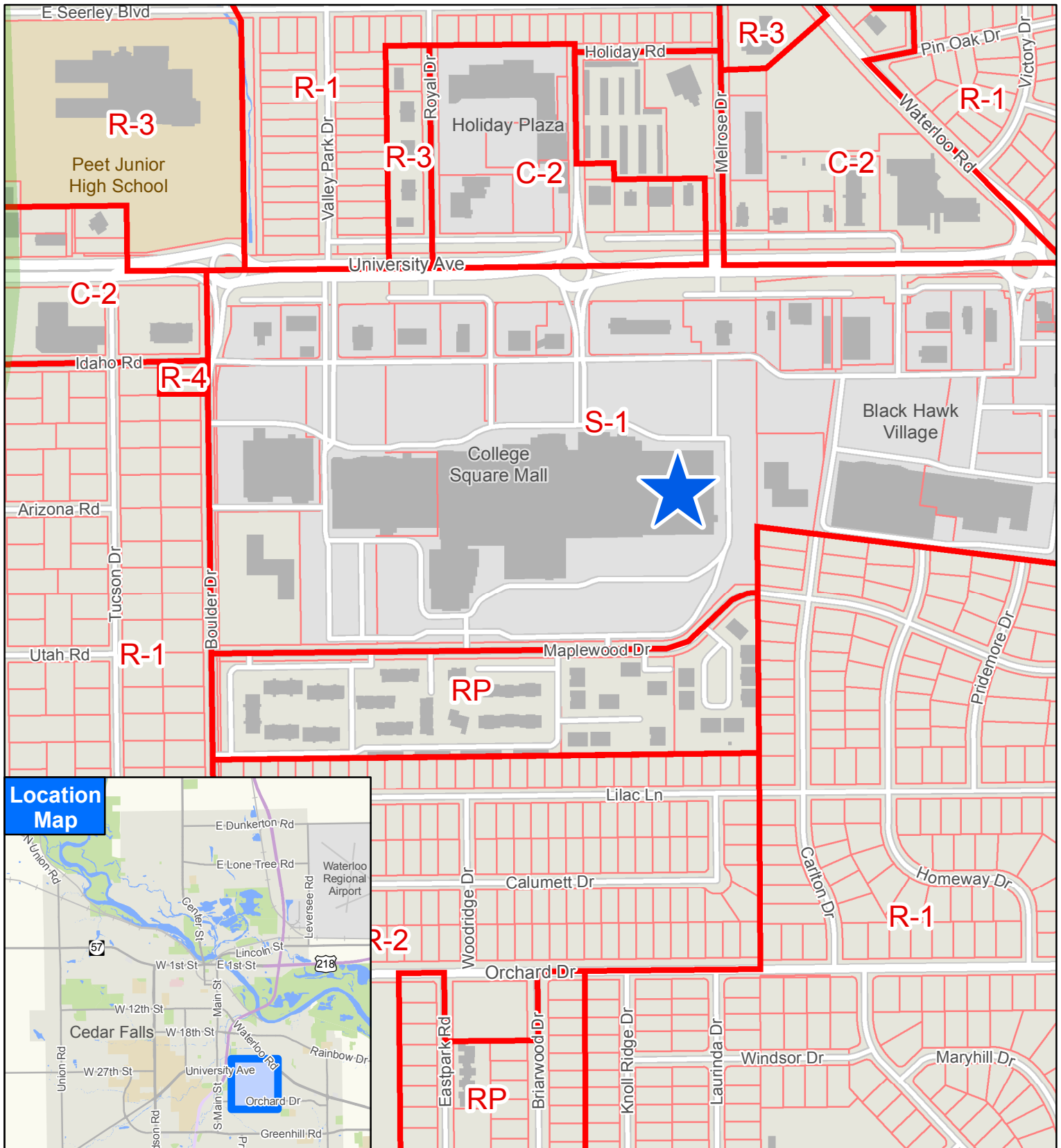
The attached Developmental Procedures Agreement has been drafted by the City Attorney and is acceptable to both parties. The Community Development Department recommends approval of the Developmental Procedures Agreement with Furn USA IA-Cedar Falls, LLC regarding Furn Subdivision.

Attachments:

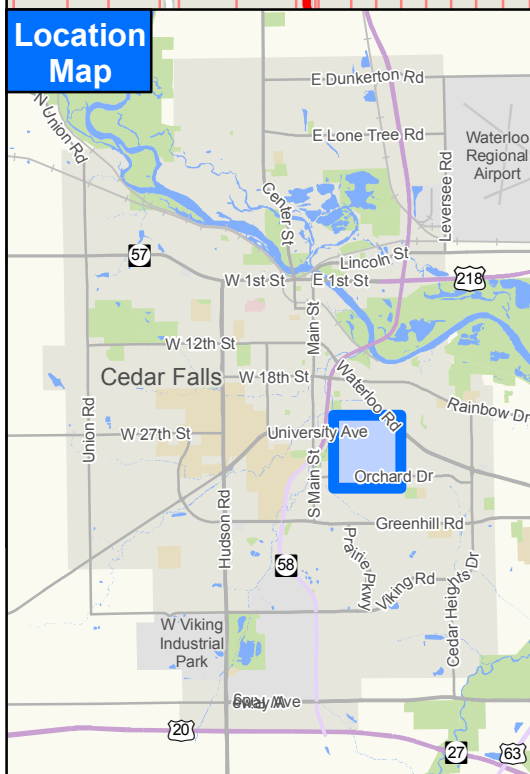
Developmental Procedures Agreement (with attached exhibits)

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

Cedar Falls City Council May 6, 2019



Location Map



Furn USA IA-Cedar Falls, LLC
Developmental Procedures Agreeeme

669

Prepared by Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

**FURN SUBDIVISION
DEVELOPMENTAL PROCEDURES AGREEMENT**

This Furn Subdivision Developmental Procedures Agreement ("Furn Agreement") is made as of the _____ day of _____, 2019, by and between the City of Cedar Falls, Iowa, an Iowa municipality ("City"), and Furn USA IA-Cedar Falls, L.L.C., a South Dakota limited liability company ("Developer").

WHEREAS, the City and College Square Realty, LLC, an Iowa limited liability company ("College Square"), entered into that certain College Square Mall Addition Developmental Procedures Agreement dated November 7, 2016, and filed at the Black Hawk County Recorder's Office on November 18, 2016 as Document # 2017-00009645 ("Agreement"); and

WHEREAS, the Agreement relates to certain property owned by College Square located within the City of Cedar Falls (the "Property"); and

WHEREAS, College Square proposes to subdivide the Property in conformance with the Final Plat attached as Exhibit "A" by creating the "Furn Subdivision"; and

WHEREAS, upon approval by the City of such Final Plat, College Square intends to convey the proposed "Furn Subdivision" to the Developer, in which case the Developer shall own the property legally described in Exhibit "B" attached; and

WHEREAS, the proposed "Furn Subdivision" lies entirely within the area of the Property; and

WHEREAS, according to its terms, the terms and conditions of the Agreement inure to the benefit of the City, binds College Square and College Square's successors and assigns, and also such terms and conditions are covenants that run with the land, thereby making the terms and conditions of the Agreement binding upon the Developer upon acquisition of the proposed "Furn Subdivision"; and

WHEREAS, given the subdivision of the Property, modification of certain terms and conditions of the Agreement are reasonable and necessary as related to the proposed "Furn Subdivision"; and

WHEREAS, terms and conditions related to the further development of the proposed "Furn Subdivision" as are consistent with the Agreement will not adversely impact the remaining parts of the Property after subdivision, nor will they adversely impact other nearby properties; and

WHEREAS, the City and Developer have agreed to new terms and conditions for further development of the proposed "Furn Subdivision" and wish to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the promises, covenants and agreements set forth herein, the parties agree as follows:

1. Parking Lot Work. Developer agrees to perform repair and reconstruction work (the "Parking Lot Work") on certain areas of the parking lot lying within the proposed "Furn Subdivision." These certain areas are identified as zones 1, 2, 9 and 10 as shown in Exhibit "D" attached (the "Parking Lot Repair Areas"). Such repair and reconstruction work is to be performed according to the following specifications and requirements:

- a. Developer shall fill and patch areas with asphalt wherever reasonably necessary throughout the Parking Lot Repair Areas to correct potholes and to ensure a relatively smooth, firm and safe driving surface.
- b. Developer shall saw-cut the areas of damaged, broken and/or sunken asphalt, remove the damaged material, and resurface with asphalt, to reconstruct such damage.
- c. The thickness of the asphalt shall match that of the existing asphalt surface as it was originally installed, and shall be such as is suitable for the intended load of the vehicular traffic, as determined in the reasonable discretion of the City Engineer.
- d. The Parking Lot Work shall be done to the specifications of the City.
- e. All Parking Lot Work shall be done under the review of and subject to the approval of the City Engineer or designee.
- f. Developer shall obtain any necessary City permits or approvals for the Parking Lot Work.
- g. The Parking Lot Work shall be completed, consistent with the foregoing requirements, and to the reasonable satisfaction of the City, by no later than September 1, 2020.
- h. The entire parking lot in the proposed "Furn Subdivision", including all above-ground facilities and infrastructure located thereon, shall be maintained, repaired and/or replaced in the future so as to keep such parking lot in first class condition consistent with other first class shopping centers in Cedar Falls, Iowa.
- i. The entire parking lot in the proposed "Furn Subdivision" shall be kept free of rubbish and other hazards to persons using such area.

2. Landscaping Work. Developer shall complete landscaping improvements on the proposed "Furn Subdivision", as shown and described in Exhibit "C" attached, and by this reference made a part hereof (the "Landscaping Plan"). The landscaping improvements shall be accomplished in accordance with the following specifications and requirements:

- a. Installation of landscaping components, including shade trees, ornamental trees, shrubs, and other landscaping materials which are approved under the Cedar Falls Code of Ordinances, shall be installed consistent with the Landscaping Plan, and shall be subject to the review and approval of City staff.
- b. All landscaping improvements shall be completed, consistent with the foregoing requirements and to the reasonable satisfaction of the City, by no later than September 1, 2020.
- c. Landscaping improvements shall be maintained and replaced, if necessary, in the future.

3. Agreement Subject to Final Plat Approval by City. The terms, conditions and provisions of this Furn Agreement shall be contingent upon successful final approval by the Cedar Falls City Council of the Final Plat of the proposed "Furn Subdivision", in full compliance with all applicable provisions of Chapter 20, Subdivisions, of the Code of Ordinances of the City of Cedar Falls, Iowa.

4. Consequences of Failure to Timely Complete Work. In the event the Developer fails to timely and properly complete all work required by terms, conditions and provisions of this Furn Agreement, the City may, upon thirty (30) days' advance written notice to the Developer and/or its grantees, successors, or assigns, perform and complete said work, and may levy the cost thereof as assessments against the Property, including all lots or parcels that comprise the Property. The Developer, for itself, its successor, grantees, and assigns, waives all statutory requirements of notice of time and place of hearing, and waives all statutory protections and limitations as to costs and assessments. The Developer agrees that the assessments so levied shall be a lien on the proposed "Furn Subdivision", with the same force and effect as if all legal provisions relating to the levy of special assessment have been observed. The Developer does further authorize the city clerk of the City to file a statement in the office of the County Auditor of Black Hawk County, Iowa, which sets forth the amount of such costs, and a description of the real estate against which such costs are a lien. Such liens shall constitute assessments to be paid in the same manner as property taxes, and paid in installments as provided by law. Such liens shall remain in force until full payment by the Developer and/or its grantees, successors or assigns of all such costs.

5. Enforcement of Provisions by Court Proceedings. In addition to enforcing the provisions of this Furn Agreement provided in Paragraph 4 above, the City may, in its discretion, also commence litigation in the Iowa District Court for Black Hawk County, to enforce any of the provisions of this Furn Agreement. The alternative of commencing litigation shall be available to the City in lieu of, or in addition to, the provisions for enforcement as liens on the proposed "Furn Subdivision" as provided in Paragraph 4.

6. Binding Effect. The terms, conditions and provisions of this Furn Agreement shall inure to the benefit of the City and of the public, and shall bind the Developer and its successors, grantees, and assigns, including all future owners of any part or all of the proposed

"Furn Subdivision" as are now or may hereafter be in existence, all of which shall be perpetual in duration.

7. Provisions to be Covenants Running with the Land. All of the terms, conditions and provisions of this Furn Agreement shall be covenants which run with the land that comprises the proposed "Furn Subdivision", as legally described on Exhibit "B."

8. Effect on Agreement. Nothing contained in this Furn Agreement shall be deemed to amend or modify the terms of the Agreement, except as specifically provided herein.

9. Notices. All notices given under this Furn Agreement shall be deemed to have been properly given when addressed as provided below, and shall be deemed effective upon receipt if sent by first class United States mail, postage prepaid, or one (1) business day after being sent by recognized overnight delivery service such as Federal Express or United Parcel Service. Each party shall have the right to change its address by giving the other party written notice thereof.

Notices required to be given to the City shall be addressed to:

City of Cedar Falls, Iowa
ATTN: City Clerk
220 Clay Street
Cedar Falls, IA 50613

Notices required to be given to Developer shall be addressed to:

Furn USA IA-Cedar Falls, LLC
140 Hinks Lane
Sioux Falls, South Dakota 57104

10. Attorneys' Fees. In the event the City commences legal proceedings to enforce any of the terms, conditions and provisions of this Furn Agreement that are the responsibility and duty of the Developer to perform, the City shall be entitled to an award of the reasonable attorney's fees and costs and expenses of litigation, to be paid by Developer, in the event that the court rules that the City is the substantially prevailing party in such litigation.

11. Entire Agreement; Amendments. This Furn Agreement, together with the Exhibits as incorporated herein, shall constitute the entire agreement between the parties relating to the subject matter hereof, and shall supersede all other prior representations and understandings, both written and oral, except to the extent incorporated in this Furn Agreement. This Furn Agreement cannot be amended or modified unless the same shall be in writing and duly executed by the parties. No waiver of any of the terms, conditions or provisions of this Furn Agreement shall be deemed to or shall constitute a waiver of any other provisions hereof.

12. Severability. If any of the terms, conditions or provisions of this Furn Agreement are found to be invalid or unenforceable, whether by operation of law, order of court, or otherwise, such term or provision shall be ineffective or unenforceable only to the limited extent required by law, without affecting, in any manner, the remaining terms, conditions or provisions of this Furn Agreement, or the validity or enforceability thereof.

13. Governing Law. This Furn Agreement, and all matters contemplated by this Furn Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Iowa, without regard to its conflicts of laws principles.

14. Jurisdiction and Venue. The parties hereby submit to the exclusive jurisdiction and venue of the Iowa District Court for Black Hawk County, for the purpose of all legal proceedings arising out of or relating to this Furn Agreement. Each party waives any objections which it may have to the venue of such suit, action or proceeding in the Iowa District Court for Black Hawk County.

15. Miscellaneous. This Furn Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Counterpart signature pages to this Furn Agreement transmitted by facsimile or electronic mail in portable document format (PDF) shall be binding upon the parties.

WHEREFORE, the parties have entered into this Furn Agreement as of the date of the first above written.

CITY

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

(SEAL)

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, SS:

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

Notary Public in and for Black Hawk County, Iowa

DEVELOPER

Furn USA IA-Cedar Falls, LLC

By:

William A. Hinks

William A. Hinks, Member Manager

STATE OF SOUTH DAKOTA, COUNTY OF Minnehaha, ss:

This record was acknowledged before me on the 1st day of May, 2019, by William A. Hinks as Member Manager of Furn USA IA-Cedar Falls, LLC, a South Dakota limited liability company.



[Signature]
Notary Public in and for Minnehaha County, South Dakota

**ACKNOWLEDGMENT AND AFFIRMATION
BY COLLEGE SQUARE REALTY, LLC
OF
FURN SUBDIVISION
DEVELOPMENTAL PROCEDURES AGREEMENT**

NOW, on this 1 day of May, 2019, College Square Realty, LLC, an Iowa limited liability company ("College Square"), does hereby acknowledge receipt and review of the foregoing Furn Subdivision Developmental Procedures Agreement ("Furn Agreement"), and also states:

1. College Square owns the Property proposed to be subdivided as set forth in Exhibit "A" attached.
2. College Square consents to the terms and conditions of the foregoing Furn Agreement.
3. College Square acknowledges that the Furn Agreement applies only to the property to be subdivided and then conveyed to Furn USA IA-Cedar Falls, LLC, such property being identified in the foregoing Furn Agreement as the proposed "Furn Subdivision". The Furn Agreement shall not apply to the Property not identified as the proposed "Furn Subdivision."
4. College Square affirms that the College Square Mall Addition Developmental Procedures Agreement dated November 7, 2016, and filed at the Black Hawk County Recorder's Office on November 18, 2016 as Document # 2017-00009645 (the "Agreement") shall remain in full force and effect for all Property subject to the Agreement. However, upon City approval of the Final Plat of the proposed "Furn Subdivision", and conveyance of such property, the Furn Agreement shall then apply to the proposed "Furn Subdivision" property and the Agreement shall then not apply to such other property. If such Final Plat is not approved or such property is not conveyed as contemplated in the foregoing Furn Agreement, then the Agreement shall remain in full force and effect and apply to all Property subject to the Agreement without qualification.
5. College Square hereby reaffirms that as to the Property subject to the Agreement that is not subdivided and conveyed as contemplated in the foregoing Furn Agreement, the Agreement continues to inure to the benefit of the City, and binds College Square and College Square's successors and assigns, and that its terms and conditions run with the land, all as specified in the Agreement.

COLLEGE SQUARE REALTY LLC, AN IOWA
LIMITED LIABILITY COMPANY

By: [Signature], Member

STATE OF New York, COUNTY OF Nassau, SS:

This record was acknowledged before me on the 1 day of May, 2019,
by Igal Wandor, as member of College
Square Realty L.L.C., an Iowa limited liability company.



[Signature]
Notary Public in and for Nassau, New York

Final Plat**Furn Subdivision**

in the City of Cedar Falls, Iowa.

Index Legend

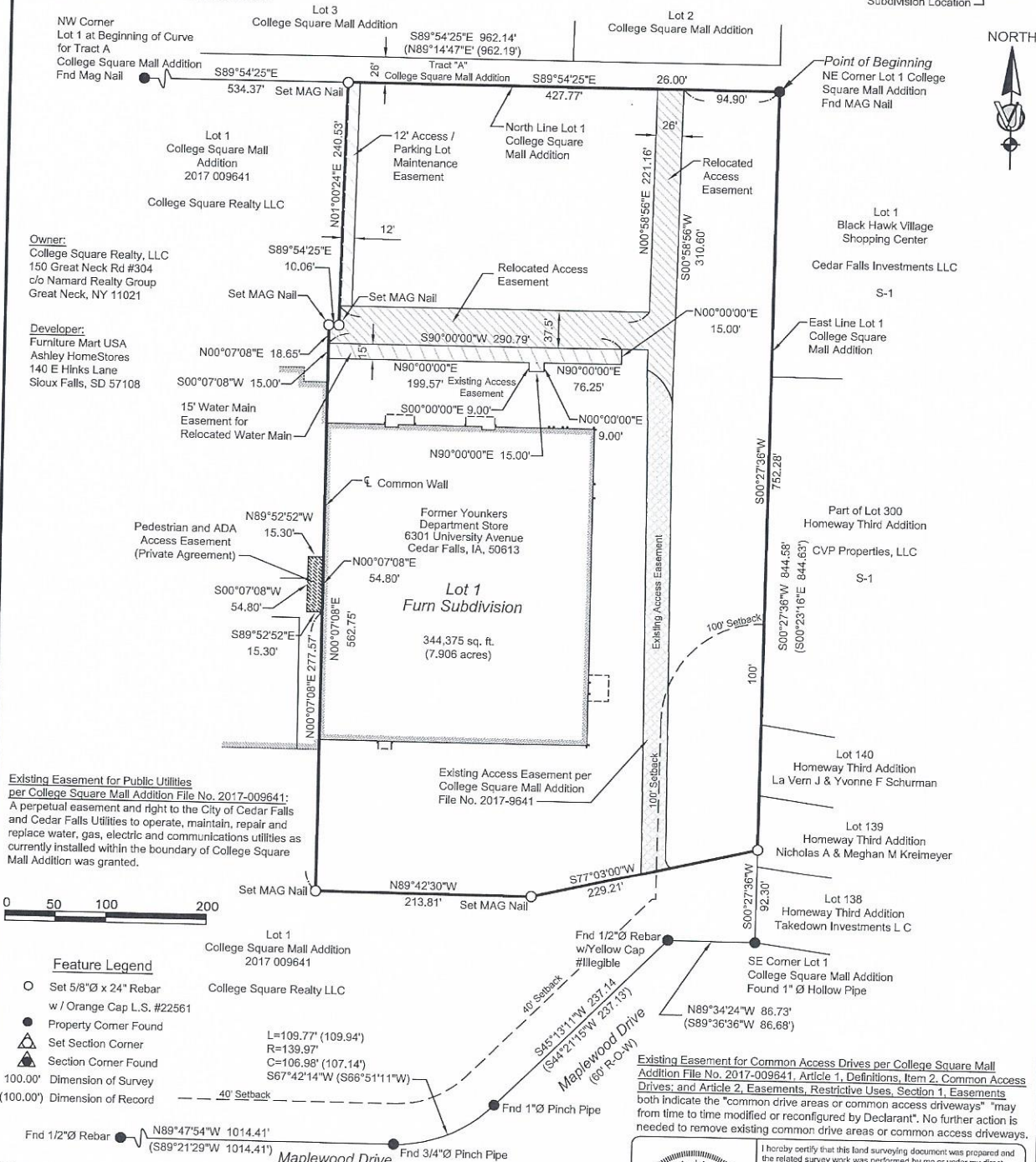
Description: Lot 1, College Square Mall Addition
 Surveyor: Matthew Kofta, PLS 22561
 Company: VJ Engineering
 1501 Technology Parkway, Suite 100
 Cedar Falls, IA 50613
 319-266-5829
 Proprietor: College Square Realty, LLC
 Survey Requested by: Furniture Mart USA



Subdivision Location

That part of Lot 1, College Square Mall Addition, Cedar Falls, Black Hawk County, Iowa described as follows:

Beginning at the Northeast corner of said Lot 1, thence S0°27'36"W 752.28 feet along the East line of said Lot 1; thence S77°03'00"W 229.21 feet; thence N89°42'30"W 213.81 feet to the southerly extension of the center of a common wall; thence N0°07'08"E 562.75 feet along said common wall and the northerly extension thereof; thence S89°54'25"E 10.06 feet; thence N1°00'24"E 240.53 feet to the North line of said Lot 1; thence S89°54'25"E 427.77 feet along the North line of said Lot 1 to the point of beginning, containing 344,375 square feet, or 7.906 acres and is subject to easements and restrictions of record.

**Existing Easement for Public Utilities**

per College Square Mall Addition File No. 2017-009641:
 A perpetual easement and right to the City of Cedar Falls and Cedar Falls Utilities to operate, maintain, repair and replace water, gas, electric and communications utilities as currently installed within the boundary of College Square Mall Addition was granted.

0 50 100 200

Feature Legend

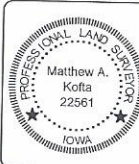
- Set 5/8"Ø x 24" Rebar w / Orange Cap L.S. #22561
- Property Corner Found
- △ Set Section Corner
- ▲ Section Corner Found
- 100.00' Dimension of Survey
- (100.00') Dimension of Record

Find 1/2"Ø Rebar N89°47'54"W 1014.41' (S89°21'29"W 1014.41')
 Find 3/4"Ø Pinch Pipe
 Find 1"Ø Pinch Pipe
 Find 1/2"Ø Rebar w/Yellow Cap #Illegible
 S45°13'11"W 237.14' (S44°21'15"W 237.13')
 Maplewood Drive (60' R-O-W)
 40' Setback
 40' Setback
 40' Setback

Notes:

- 1.) The East line of Lot 1, College Square Mall Addition was assumed to bear S0°27'36"W, utilizing the Iowa Regional Coordinate System, Zone 5.
- 2.) All dimensions are in US Survey feet and decimals thereof.
- 3.) The error of closure is better than 1:10,000
- 4.) Field work was completed: 1/18/2019
- 5.) Lot 1 Ashley Furniture Addition Area: 7.906 acres in the NW 1/4 - NW 1/4, Section 19-T89N-R13W

Existing Easement for Common Access Drives per College Square Mall Addition File No. 2017-009641, Article 1, Definitions, Item 2, Common Access Drives; and Article 2, Easements, Restrictive Uses, Section 1, Easements
 both indicate the "common drive areas or common access driveways" "may from time to time modified or reconfigured by Declarant". No further action is needed to remove existing common drive areas or common access driveways.



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

Matthew A. Kofta, P.L.S.

License number 22561

My license renewal date is December 31, 2020 Date
 Pages or sheets covered by this seal:

Furn Subdivision

Final Plat



VJ Engineering
 1501 Technology Parkway
 Cedar Falls, Iowa - 319-266-5829

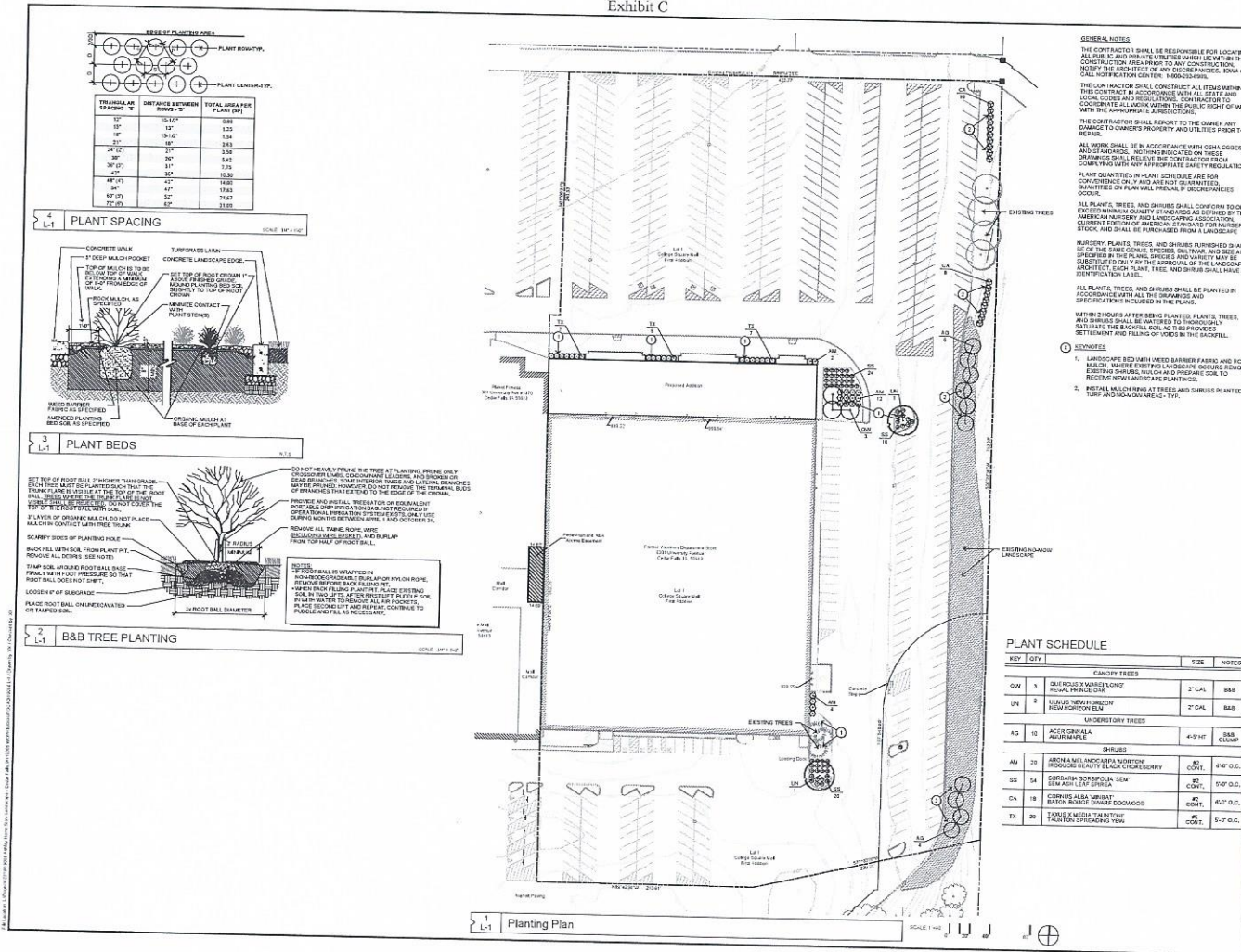
scale	1"=100'
drawn by	WJL
date	2-22-2019
revisions	
date	

Exhibit "B"

Legal Description for Lot 1 of Furn Subdivision, in the City of Cedar Falls, Iowa.

That part of Lot 1, College Square Mall Addition, Cedar Falls, Black Hawk County, Iowa described as follows:

Beginning at the Northeast corner of said Lot 1, thence $S0^{\circ}27'36''W$ 752.28 feet along the East line of said Lot 1; thence $S77^{\circ}03'00''W$ 229.21 feet; thence $N89^{\circ}42'30''W$ 213.81 feet to the southerly extension of the center of a common wall; thence $N0^{\circ}07'08''E$ 562.75 feet along said common wall and the northerly extension thereof; thence $S89^{\circ}54'25''E$ 10.06 feet; thence $N1^{\circ}00'24''E$ 240.53 feet to the North line of said Lot 1; thence $S89^{\circ}54'25''E$ 427.77 feet along the North line of said Lot 1 to the point of beginning, containing 344,375 square feet, or 7.906 acres and is subject to easements and restrictions of record.



CONFLUENCE

LANDSCAPE ARCHITECT
CONFLUENCE
524 N MAIN AVE., SUITE 201
SIOUX FALLS, SD 57104
PH: 605.338.1204 FAX: 605.338.1201

Ashley Home Stores
6301 University Avenue
Cedar Falls, Iowa

REVISION SCHEDULE

OWNER
REVIEW SET
04.20.2016

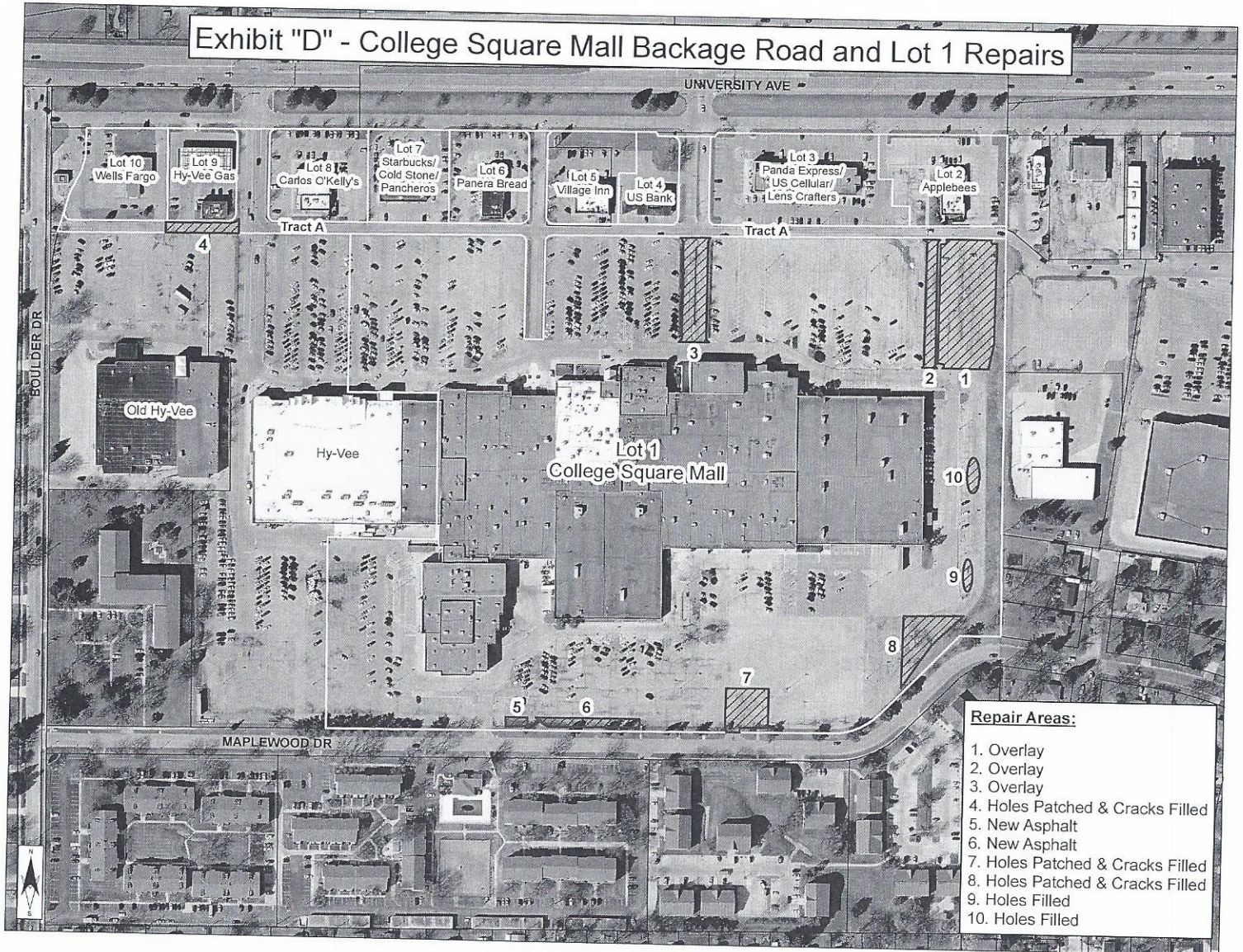
NOT FOR
CONSTRUCTION

Planting Plan

INFLUENCE PROJECT # 1508

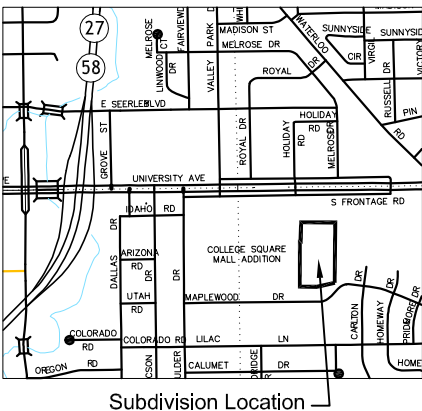
L-1

Exhibit "D" - College Square Mall Backage Road and Lot 1 Repairs



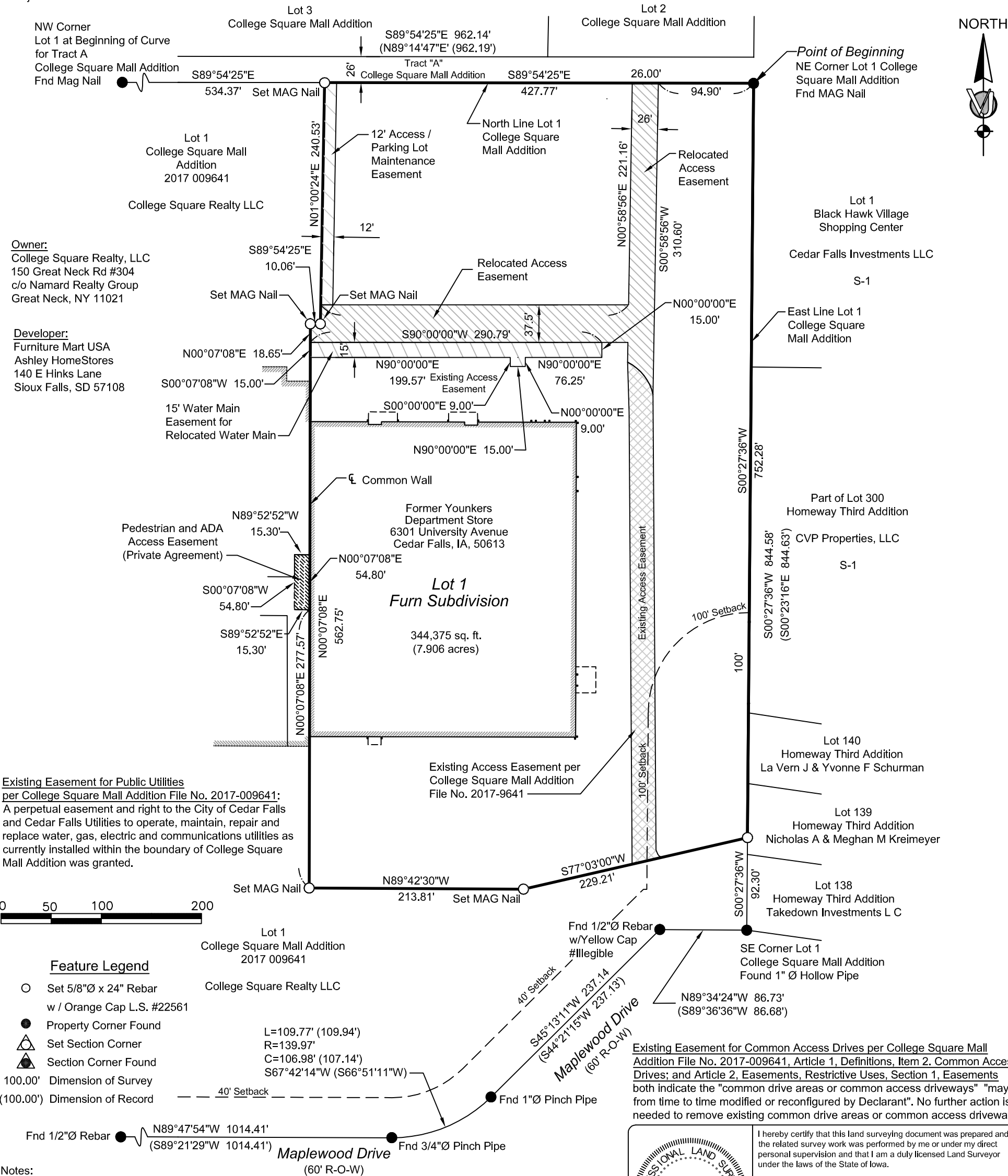
Final Plat
Furn Subdivision
in the City of Cedar Falls, Iowa.

Index Legend
Description: Lot 1, College Square Mall Addition
Surveyor: Matthew Kofta, PLS 22561
Company: VJ Engineering
 1501 Technology Parkway, Suite 100
 Cedar Falls, IA 50613
 319-266-5829
Proprietor: College Square Realty, LLC
Survey Requested by: Furniture Mart USA



That part of Lot 1, College Square Mall Addition, Cedar Falls, Black Hawk County, Iowa described as follows:

beginning at the Northeast corner of said Lot 1, thence S0°27'36"W 752.28 feet along the East line of said Lot 1; thence S77°03'00"W 229.21 feet; thence N89°42'30"W 213.81 feet to the southerly extension of the center of a common wall; thence N0°07'08"E 562.75 feet along said common wall and the northerly extension thereof; thence S89°54'25"E 10.06 feet; thence N1°00'24"E 240.53 feet to the North line of said Lot 1; thence S89°54'25"E 427.77 feet along the North line of said Lot 1 to the point of beginning, containing 344,375 square feet, or 7.906 acres and is subject to easements and restrictions of record.



Notes: (60' R-O-W)

- 1.) The East line of Lot 1, College Square Mall Addition was assumed to bear S00°27'36"W, utilizing the Iowa Regional Coordinate System, Zone 5.
- 2.) All dimensions are in US Survey feet and decimals thereof.
- 3.) The error of closure is better than 1:10,000
- 4.) Field work was completed: 1/18/2019
- 5.) Lot 1 Ashley Furniture Addition Area:
7.906 acres in the NW 1/4 - NW 1/4, Section 19-T89N-R13W

PROFESSIONAL LAND SURVEYOR

Matthew A.
Kofta
22561

IOWA

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

Matthew A. Kofta, P.L.S.

License number 22561 _____ Date _____
My license renewal date is December 31, 2020
Pages or sheets covered by this seal:



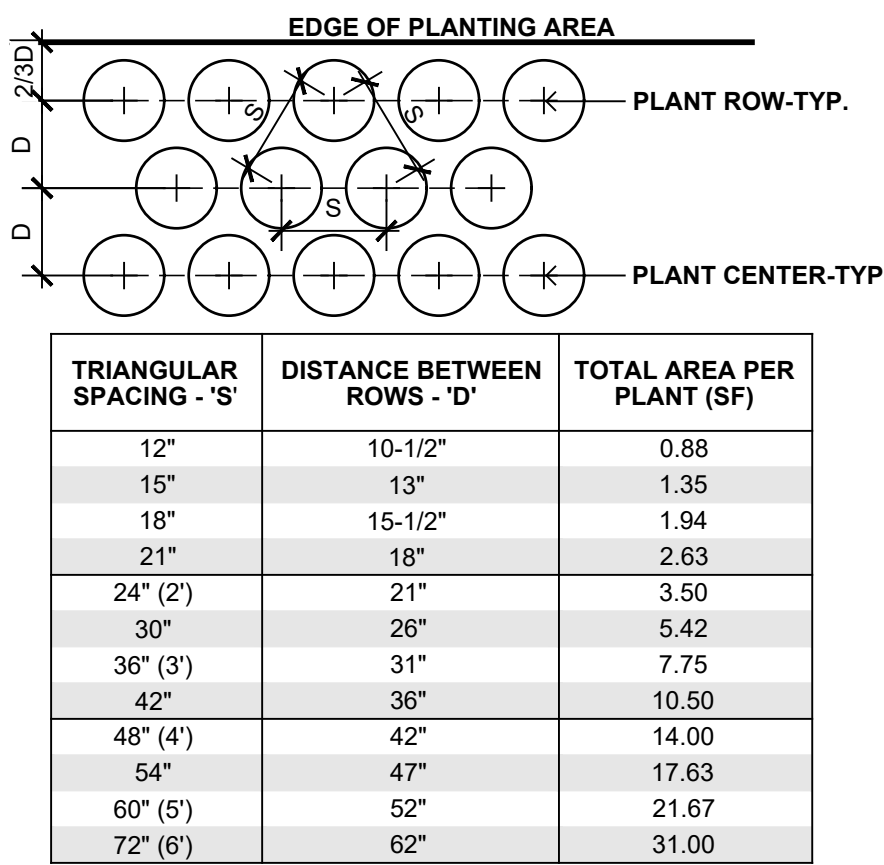
Exhibit "B"

Legal Description for Lot 1 of Furn Subdivision, in the City of Cedar Falls, Iowa.

That part of Lot 1, College Square Mall Addition, Cedar Falls, Black Hawk County, Iowa described as follows:

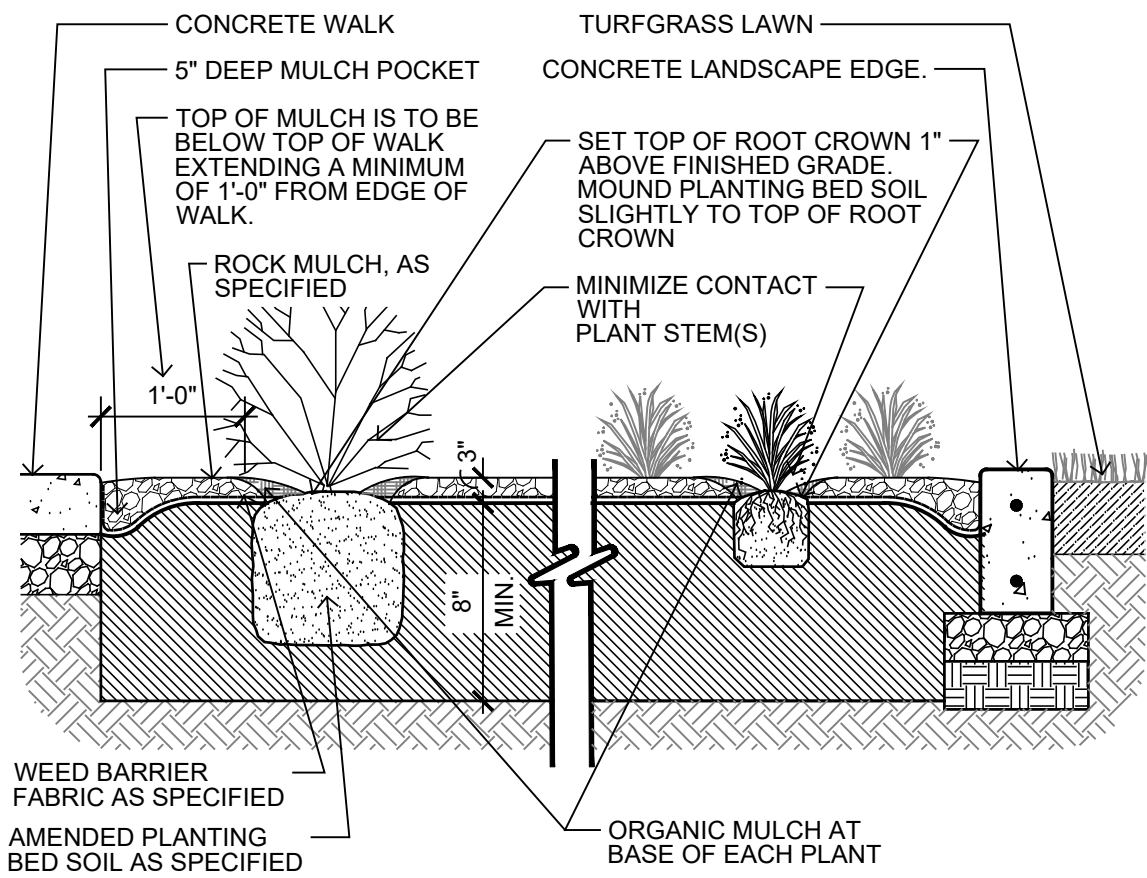
Beginning at the Northeast corner of said Lot 1, thence S0°27'36"W 752.28 feet along the East line of said Lot 1; thence S77°03'00"W 229.21 feet; thence N89°42'30"W 213.81 feet to the southerly extension of the center of a common wall; thence N0°07'08"E 562.75 feet along said common wall and the northerly extension thereof; thence S89°54'25"E 10.06 feet; thence N1°00'24"E 240.53 feet to the North line of said Lot 1; thence S89°54'25"E 427.77 feet along the North line of said Lot 1 to the point of beginning, containing 344,375 square feet, or 7.906 acres and is subject to easements and restrictions of record.

File Location: L:\Projects\2019\19086 Ashley Home Store Landscape - Cedar Falls, IA\19086 WORKING\AUTOCAD\19086 L-1 - Drawn by: XX - Checked by: XX



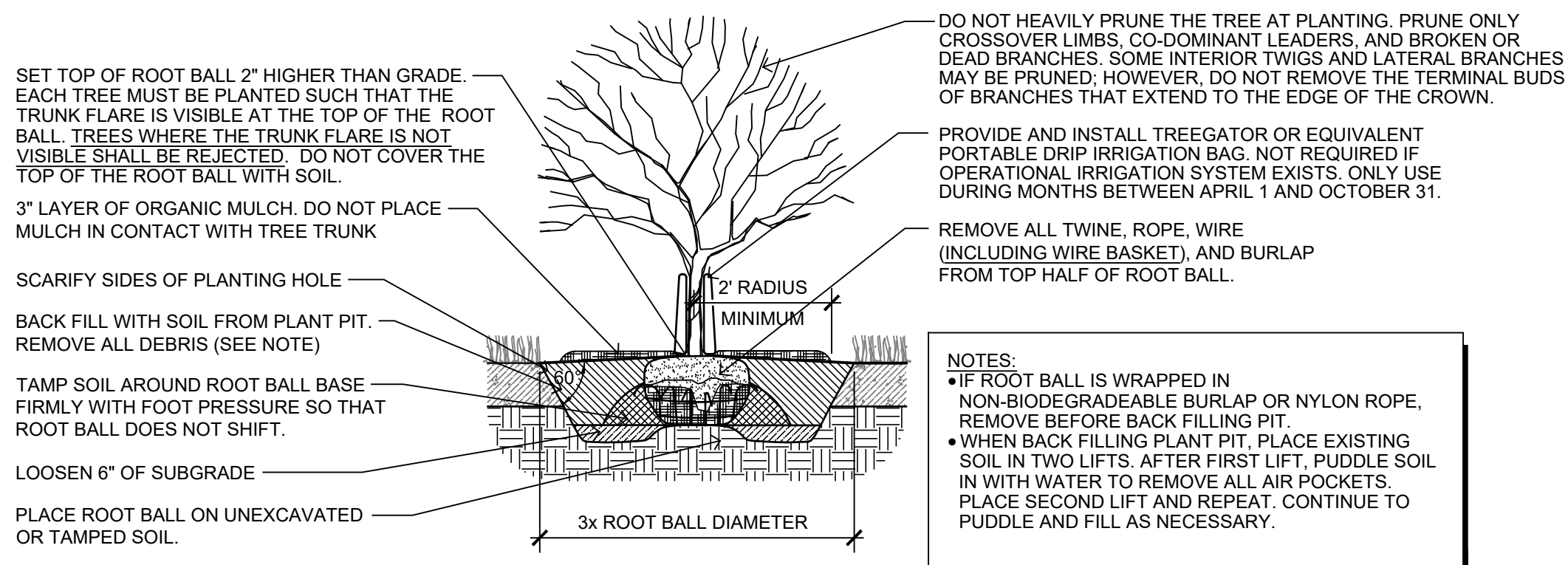
4 L-1 PLANT SPACING

SCALE: 3/4" = 1'-0"



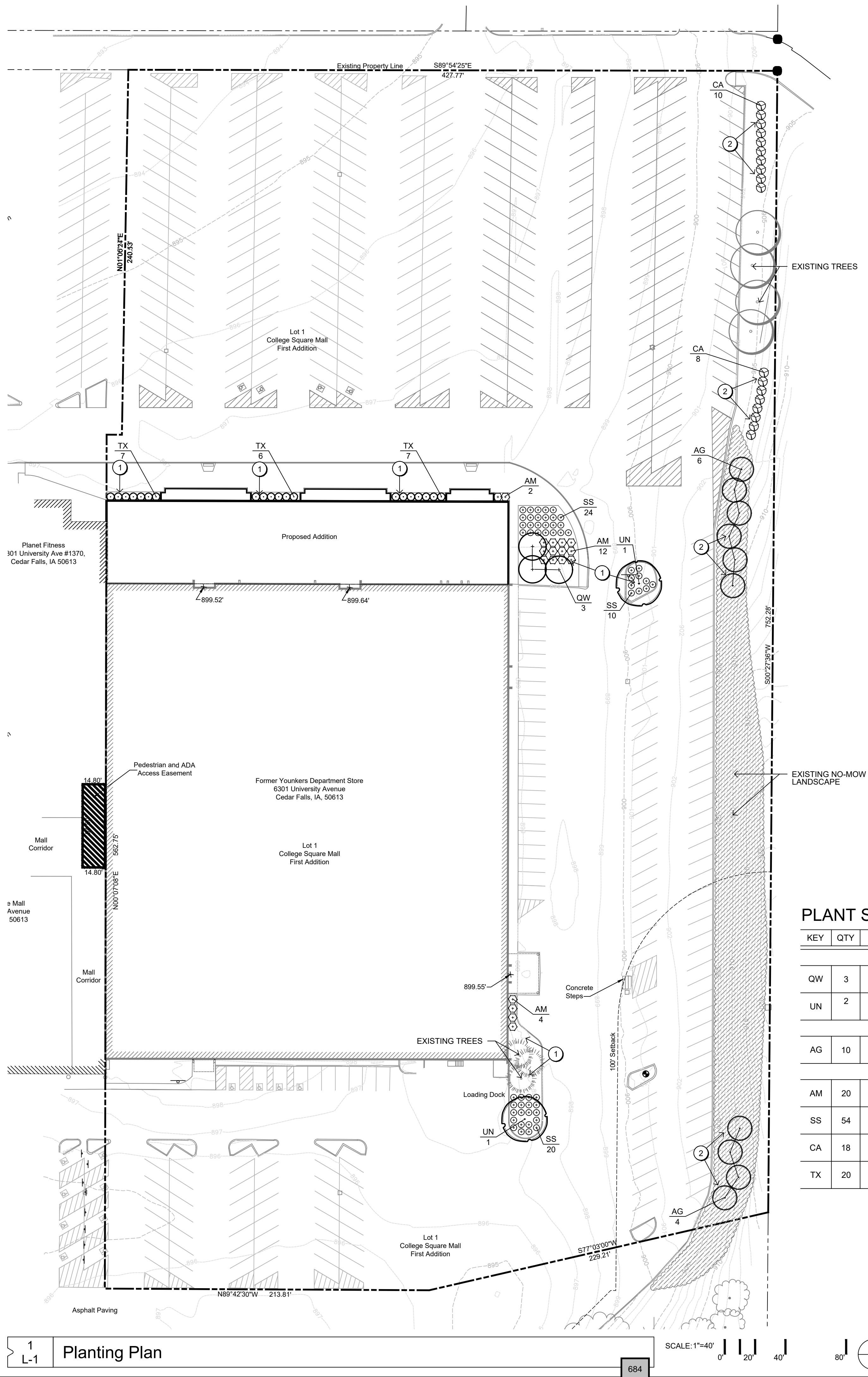
3 L-1 PLANT BEDS

N.T.S.



2 L-1 B&B TREE PLANTING

SCALE: 3/4" = 1'-0"



GENERAL NOTES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL PUBLIC AND PRIVATE UTILITIES WHICH LIE WITHIN THE CONSTRUCTION AREA PRIOR TO ANY CONSTRUCTION. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES. IOWA ONE CALL NOTIFICATION CENTER: 1-800-292-8989.

THE CONTRACTOR SHALL CONSTRUCT ALL ITEMS WITHIN THIS CONTRACT IN ACCORDANCE WITH ALL STATE AND LOCAL CODES AND REGULATIONS. CONTRACTOR TO COORDINATE ALL WORK WITHIN THE PUBLIC RIGHT OF WAY WITH THE APPROPRIATE JURISDICTIONS.

THE CONTRACTOR SHALL REPORT TO THE OWNER ANY DAMAGE TO OWNER'S PROPERTY AND UTILITIES PRIOR TO REPAIR.

ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THESE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.

PLANT QUANTITIES IN PLANT SCHEDULE ARE FOR CONVENIENCE ONLY AND ARE NOT GUARANTEED. QUANTITIES ON PLAN WILL PREVAIL IF DISCREPANCIES OCCUR.

ALL PLANTS, TREES, AND SHRUBS SHALL CONFORM TO OR EXCEED MINIMUM QUALITY STANDARDS AS DEFINED BY THE AMERICAN NURSERY AND LANDSCAPING ASSOCIATION, CURRENT EDITION OF AMERICAN STANDARD FOR NURSERY STOCK, AND SHALL BE PURCHASED FROM A LANDSCAPE

NURSERY. PLANTS, TREES, AND SHRUBS FURNISHED SHALL BE OF THE SAME GENUS, SPECIES, CULTIVAR, AND SIZE AS SPECIFIED IN THE PLANS. SPECIES AND VARIETY MAY BE SUBSTITUTED ONLY BY THE APPROVAL OF THE LANDSCAPE ARCHITECT. EACH PLANT, TREE, AND SHRUB SHALL HAVE AN IDENTIFICATION LABEL.

ALL PLANTS, TREES, AND SHRUBS SHALL BE PLANTED IN ACCORDANCE WITH ALL THE DRAWINGS AND SPECIFICATIONS INCLUDED IN THE PLANS.

WITHIN 2 HOURS AFTER BEING PLANTED, PLANTS, TREES, AND SHRUBS SHALL BE WATERED TO THOROUGHLY SATURATE THE BACKFILL SOIL AS THIS PROVIDES SETTLEMENT AND FILLING OF VOIDS IN THE BACKFILL.

KEYNOTES

- LANDSCAPE BED WITH WEED BARRIER FABRIC AND ROCK MULCH. WHERE EXISTING LANDSCAPE OCCURS REMOVE EXISTING SHRUBS, MULCH AND PREPARE SOIL TO RECEIVE NEW LANDSCAPE PLANTINGS.
- INSTALL MULCH RING AT TREES AND SHRUBS PLANTED IN TURF AND NO-MOW AREAS - TYP.

PLANT SCHEDULE

KEY	QTY		SIZE	NOTES
CANOPY TREES				
QW	3	QUERCUS X WAREI 'LONG' REGAL PRINCE OAK	2" CAL	B&B
UN	2	ULMUS 'NEW HORIZON' NEW HORIZON ELM	2" CAL	B&B
UNDERSTORY TREES				
AG	10	ACER GINNALA AMUR MAPLE	4'-5' HT	B&B CLUMP
SHRUBS				
AM	20	ARONIA MELANOCARPA 'MORTON' IROQUOIS BEAUTY BLACK CHOKEBERRY	#2 CONT.	6'-0" O.C.
SS	54	SORBARIA SORBIFOLIA 'SEM' SEM ASH LEAF SPIREA	#2 CONT.	5'-0" O.C.
CA	18	CORNUS ALBA 'MINBAT' BATON ROUGE DWARF DOGWOOD	#2 CONT.	6'-0" O.C.
TX	20	TAXUS X MEDIA 'TAUNTONI' TAUNTON SPREADING YEW	#5 CONT.	5'-0" O.C.

REVISION SCHEDULE

ISSUE	DATE	DESCRIPTION
-------	------	-------------

OWNER
REVIEW SET
04-29-2019

NOT FOR
CONSTRUCTION

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PROHIBITED.

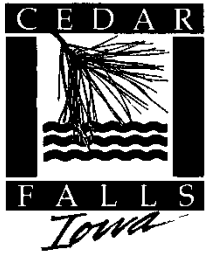
Planting Plan

CONFLUENCE PROJECT # 19086

L-1

1 L-1 Planting Plan

SCALE: 1"=40'



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: Karen Howard, Planning & Community Services Manager
DATE: May 1, 2019
SUBJECT: Re-assignment of Contract for Consultant Services for the Downtown Visioning & Zoning Code Update Project

In February 2019, the City Council approved a contract for professional services with Community ReCode, LLC to assist the City in developing a detailed vision plan for Downtown Cedar Falls and near neighborhoods and to develop new zoning standards to implement the vision plan. Ferrell Madden, LLC submitted the winning proposal for this project partnering with Community ReCode LLC and a number of other experienced sub-contractors. Due to some unforeseen complications with meeting the City's insurance requirements, Community ReCode agreed to be the contracting party with Ferrell Madden serving as the project lead.

After working through the insurance issues, Ferrell Madden LLC has requested to assume the contract responsibilities and Community ReCode, LLC has agreed to assign the contract to them. There is no change to the contract, the project scope, or the team of consultants that are working on the project. This assignment is being made solely to resolve the issues related to meeting the City's insurance requirements in the most cost effective manner.

The Department of Community Development requests your consideration and approval of the assignment of the contract from Community ReCode, LLC to Ferrell Madden LLC for consultant services for the Downtown Visioning & Zoning Code Update Project.

If you have any questions or need additional information, please feel free to contact me at this office.

Attachments:

- Resolution – Community ReCode to Ferrell Madden

xc: Ronald Gaines, City Administrator
Stephanie Sheetz, Director of Community Development

RESOLUTION _____

A RESOLUTION ASSIGNING THE PROFESSIONAL SERVICES AGREEMENT
FOR THE DOWNTOWN VISIONING AND ZONING CODE UPDATE, CITY
PROJECT NUMBER PZ-000-3184 FROM COMMUNITY RECODE LLC TO
FERRELL MADDEN LLC

WHEREAS, on February 18, 2019, the City Council of the City of Cedar Falls, Iowa, (City Council, City)) adopted Resolution 21,435 approving a professional services agreement for the Downtown Visioning and Zoning Code Update (Agreement) with Community ReCode LLC (Community ReCode) as part of an overall project team led by Ferrell Madden, LLC (Ferrell Madden); and

WHEREAS, execution of the Agreement was made contingent on Community ReCode procuring specific insurance coverage related to the services to be provided in the Agreement; and

WHEREAS, Community ReCode and Ferrell Madden diligently pursued the procurement of the required insurance coverage; and

WHEREAS, Community ReCode and Ferrell Madden discovered, through the process of procuring the insurance, that it is more cost efficient and establishes a more streamlined project contracting and management process for Ferrell Madden to obtain and hold the required insurance coverage; and

WHEREAS, on April 19, 2019, Ferrell Madden provided insurance certificates to the City proving that the Agreement's insurance requirements have been met by Ferrell Madden on behalf of the project team; and

WHEREAS, Community ReCode has agreed to assign the rights and obligations under the Agreement to Ferrell Madden; and

WHEREAS, the Agreement states in Section XI (c) that "[t]his Agreement may not be assigned unless agreed to in writing in advance by the non-assigning party;" and

WHEREAS, the City Council deems it to be in the best interests of the City that the Agreement be assigned from Community ReCode to Ferrell Madden.

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

Section 1. That the February 18, 2019, Professional Services Agreement for the Downtown Visioning & Zoning Code Update, Cedar Falls, Iowa, City Project Number PZ 000-3184, may be assigned in its entirety from Community ReCode to Ferrell Madden effective as of May 1, 2019.

Section 2. That Ferrell Madden is authorized to invoice the City for all work performed pursuant to the Agreement prior to the date of assignment, and to continue to invoice the City for services performed after assignment.

Section 3. That the Assignment of the Professional Services Agreement is hereby approved.

ADOPTED this 6th day of May, 2019.

ATTEST:

James P. Brown, Mayor

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM *Administration Division*

TO: Mayor James P. Brown and City Council
FROM: Stephanie Houk Sheetz, Director of Community Development
DATE: April 26, 2019
SUBJECT: Adopt Project Priorities for Downtown Visioning & Zoning Code Update
Project No. PZ-000-3184

City Council held a work session on April 1, 2019 to discuss project priorities for the Downtown Visioning & Zoning Code Update. The purpose of the discussion was to establish over-arching priorities to guide the project. They will create a touchstone when there are requests to shift direction or focus. The priorities are not intended to pre-determine the vision, nor are they intended to pre-empt or substitute for community input.

Seven priorities were discussed for the project. Explanatory information is noted with each one to help understand its intent.

1. Create a thoughtful vision plan to manage change in the community over time.
 - Reflect on the past, consider the present, look to the future.
 - Respect the rich history and culture of Downtown Cedar Falls.
 - Maintain authenticity.
2. Vision will be based on broad community input, gathered through a robust community outreach process.
 - Re-affirm ongoing community efforts and explore new ideas.
3. Create a safe and welcoming process to explore new ideas.
 - Feedback is appreciated... and essential!
 - All ideas are welcome.
 - Think forward, what is your version of downtown?
 - What do you like about the past? Going forward?
4. Take into account market realities, changing demographics for all types of development, and diversity of uses.
 - Future technology needs
 - Future transportation needs
 - Future housing needs

5. Build on our success! Maintain/foster a unique sense of place.
 - Historic main street character
 - Pedestrian-oriented design
 - Explore the desired character of streets (State Street, Washington Street, Clay Street, etc.)
6. Encourage economic development based on the adapted vision.
 - Maintain/enhance existing properties
 - Encourage new development
 - Invest in public infrastructure to support the vision
 - Tailor financial incentives and economic development grants to support project that further public goals, provide elements of community benefit, or demonstrate exceptional design.
7. Establish clear and objective zoning standards to achieve the adopted community vision.

The Department of Community Development recommends adopting these as the project priorities for our Downtown Visioning & Zoning Code Update.

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

xc: Ron Gaines, PE, City Administrator



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: May 2, 2019
SUBJECT: Sturgis Permanent Stage Proposal

On behalf of Sturgis Falls Celebration, Inc., Jay Stoddard, is proposing to build a permanent stage at 421 Grant Street. The property's location is highlighted on the map below. The Sturgis Falls event and contributions of Mr. Stoddard and the Board to the community continues to be a tremendous asset to Cedar Falls.

The permanent stage is planned to include the following improvements:

- a concrete pad flush with the existing ground level
- Six 26' tall columns
- Aluminum truss system (approximately 40'x40')
- Interlocking portable stage
- Temporary overhead "tent"

Except for the portable stage and overhead "tent", all improvements would remain year round. The exact design has yet to be provided to the City. Attached are documents communicating the idea of the columns and the aluminum truss system.



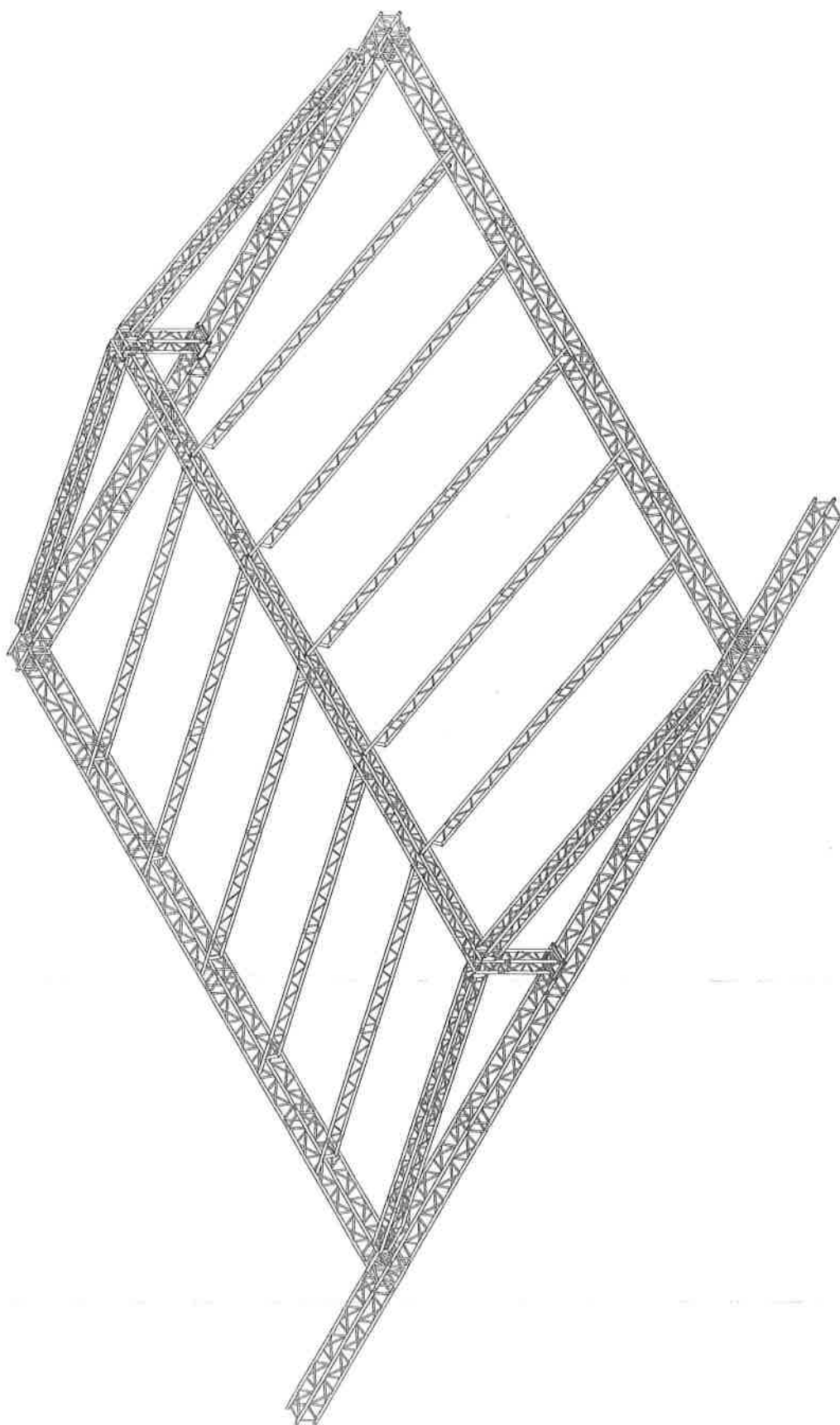
This improvement is proposed on land zoned R-1. The use is allowed within the following ordinance parameters: "private noncommercial recreational areas and facilities, swimming pools, and institutional or community recreation centers, including country clubs and golf courses." Noncommercial is interpreted as activities not making or intended to make a profit. The intent of the ordinance is to avoid commercial operations in residential neighborhoods. These require frequent utilization to be viable and therefore create noise, light, and traffic nuisances in a neighborhood, to name a few examples.

The R-1 District setbacks are: 35' front yard, 35' rear yard, 8.4' on each side yard. Mr. Stoddard provided a sketch showing the stage at the southern edge of the property, centered between the east and west lot line. The lot is 84 feet wide and the stage would be approximately 40 feet wide. The lot is 198 feet deep and the stage is approximately 40 feet deep. A variance is needed in order to deviate from R-1 setback requirements. Sturgis Falls Celebration, Inc. may either meet the setbacks or submit a variance application with supporting materials and fee for consideration. As an adjacent property owner to the proposal, Council may wish to communicate whether they have an objection or not, to the proposal. The Council also has discretion to waive the variance application fee.

Staff and Mr. Stoddard have discussed the importance of an aesthetic design that compliments the look and character of other permanent improvements in City parks both on the north and south side of the River as well as our future plans with the Riverfront. The proposed stage's location is highly visible. Its height will also draw attention. Staff has encouraged a permanent roof be part of the plan, to hide the truss system.

It is requested that City Council pass a resolution of no objection to the proposal and waive the variance application fee for Sturgis Falls Celebration, Inc.

xc: Ron Gaines, City Administrator
 David Sturch, Planner III





Search...

Sign in

Search

Draw/Measure



Tool Labels



Pan



Point



Zoom In



Zoom Out



Clear



Export



Share



Print



Streetview

Print Map

Select Layout

Letter (8.5x11) Landscape

Output Format

Pdf

Map Scale

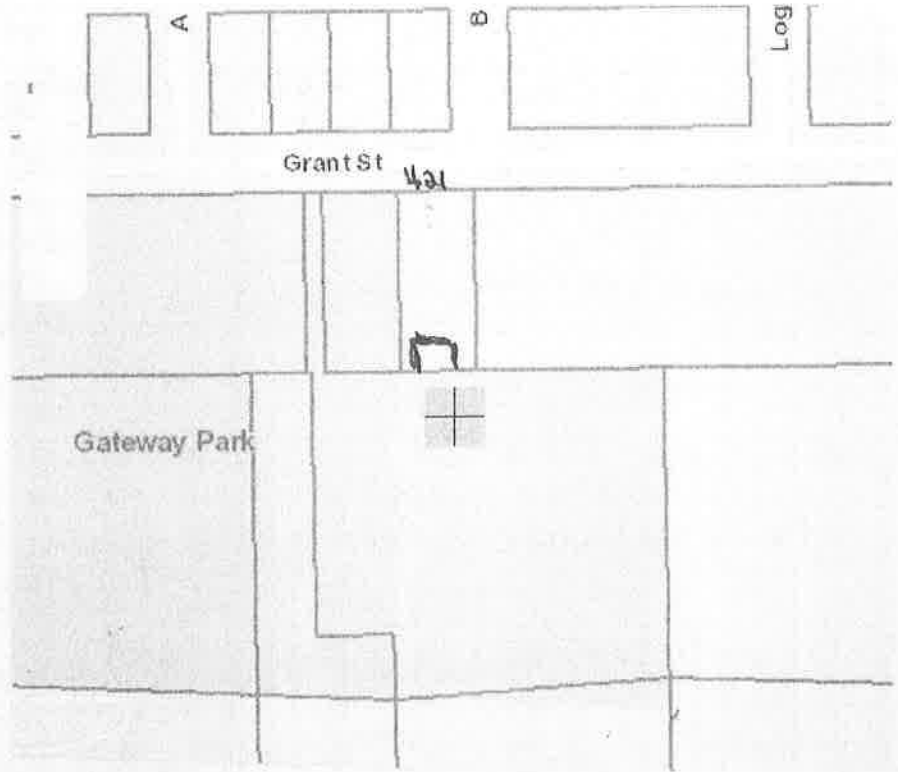
Current Scale - 1: 2400

Subtitle

Lock print preview with map

Print

Cancel



Map Layers



Print Map



Parcel M...



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 James P. Brown and City Council
FROM: Stephanie Houk Sheetz, Director of Community Development
DATE: April 25, 2019
SUBJECT: 100 Block Alley Reconstruction
Project No. RC-039-3154

In order to fully reconstruct the alley, the 100 Block Alley Reconstruction project necessitates the removal of rear building entrances that currently encroach into the alley. Performing this work under the City's contract improves coordination and avoids delays to the project. Six properties have rear entrance improvements that are planned in conjunction with the City's project. Each property owner is in agreement to cover the costs of the above grade improvements. The City will be responsible for providing adequate footings to support the newly constructed stairs.

The costs outlined in each agreement are based on estimates of the project in February. It provides that each owner will pay the actual cost, which will be confirmed at project completion. Each owner will pay the City within 60 days of receiving an invoice. The agreement provides the City authorization to put a lien against the property, if payment is not made.

Following were the estimated costs:

110 Main St. (FORE Investors, LLC)	\$960.00
116 Main St. (David Farris and Mimi Rice)	\$10,920.28
118 Main St. (David Farris and Mimi Rice)	\$17,205.33
120 Main St. (IBL DDT, LLC)	\$3,048.80
122 Main St. (BT Holdings, LLC)	\$4,811.00
128 Main St. (SIMPLE AS 128, LLC)	\$1,750.00

This project meets the Organizational Goal #4 of the City Council goals for fiscal year 2019, utilizing TIF to make landscaping, alley, and other streetscape improvements in the Downtown and College Hill.

Att: Stair Agreements:

1. 110 Main St. (FORE Investors, LLC)
2. 116-118 Main St. (David Farris and Mimi Rice)
3. 120 Main St. (IBL DDT, LLC)
4. 122 Main St. (BT Holdings, LLC)
5. 128 Main St. (SIMPLE AS 128, LLC)

CC: Chase Schrage, Principal Engineer
Jamie Castle, AIA, Building Official

MEMORANDUM OF AGREEMENT

Stair Reconstruction 110 Main Street

This Memorandum of Agreement (the "Agreement") is entered into as of the 28th of March, 2019, by and between FORE INVESTORS, LLC (the "Owner") and the City of Cedar Falls, Iowa, an Iowa municipality (the "City").

WHEREAS, the City will be reconstructing the public alley that is located east of the buildings in the 100 Block of Main Street, which reconstruction project shall be let for bids during the Spring of 2019 (the "Project"); and

WHEREAS, the Owner is the owner of property, the address of which is 110 Main Street, Cedar Falls, Iowa, and legally described as Lot 4, Mill Square Addition, Cedar Falls, Iowa (the "Owner's Property"); and

WHEREAS, there are stairs located at the rear entrance of the building(s) located on Owner's Property that encroach onto the public alley right-of-way ("Owner's Stairs"); and

WHEREAS, the Owner's Stairs are not currently in compliance with City codes and must be repaired or replaced in order to bring them into compliance; and

WHEREAS, given the necessary staging of construction and the nature of the work to be performed on the Project it would be mutually beneficial to the Owner and to the City in terms of cost efficiencies, elimination of redundant work, and optimal integration of the Owner's Stairs into the Project to perform the work on the Project and on the Owner's Stairs at the same time; and

WHEREAS, the Owner acknowledges its individual responsibility for the cost of any work to be done on Owner's Stairs; and

WHEREAS, the Owner and the City have come to agreement on the terms of reconstruction of the Owner's Stairs and now desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual covenants of the parties as set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. As the City undertakes construction of the Project it shall also cause to be reconstructed the Owner's Stairs. Such reconstruction shall include footings, concrete landings and ramps, stair steps and hand rails in accordance with the construction plans and specifications attached hereto as Exhibit B. Specifically with respect to the Owner's Property, the City shall cause to be reconstructed the stairs identified in Exhibit B as Door 11. Such reconstruction shall include removal of existing material in order to allow for such reconstruction. To the extent that such reconstruction shall take place on Owner's Property, Owner hereby grants permission for the City and its contractors to perform such work on Owner's Property, including but not limited to testing, removal/demolition, construction, and inspection. Any permits necessary to perform any of the work on Owner's Stairs shall be obtained by the City at its cost.

2. Owner agrees to pay for the cost of reconstruction of the Owner's Stairs. Owner's cost is currently estimated to be \$960.00. Should the actual cost of reconstruction of Owner's Stairs exceed the current estimate, Owner agrees to be responsible for the actual cost.

3. Owner agrees to pay to the City the actual cost of reconstruction of the Owner's Stairs at the conclusion of the Project, and acceptance of the Project by the City, within 60 days after written demand for the same from the City. If at any time the Owner fails to timely make payment as called for in this Agreement, after notice of such failure, Owner agrees that the unpaid amount shall constitute a lien on Owner's Property to be collected in the same manner as property taxes. In the event that it is necessary for the City to collect unpaid amounts, Owner agrees to be responsible for the costs of collection, including but not limited to attorney fees and costs.

4. The City agrees to notify the Owner if, after bids for the Project are let, received and accepted, the successful bid indicates that the cost of Owner's Stairs will exceed the current cost estimate. Also, if change orders are necessary which result in additional cost for the reconstruction of Owner's Stairs, the City shall notify the Owner of such additional cost.

5. Notice to the Owner by the City's contractors for the Project shall be given prior to restricting access to the Owner's building(s) on the Property as provided in Exhibit B, which terms are incorporated herein by this reference. However, the Project

shall not be unreasonably delayed due to lack of access to the building(s) located on Owner's Property.

6. The timeframe for completion of construction of the Owner's Stairs shall be as provided in Exhibit B, which terms are incorporated herein by this reference. Owner acknowledges that in the event of unavoidable construction delays, the timeframe for completion may be affected, in which case changes will be coordinated with Owner so as to minimize delays.

7. Owner acknowledges that the construction plans and specifications, Exhibit B attached, are subject to change as necessary from time to time in the sole discretion of the City. The City agrees to notify Owner of any substantial changes in such plans and specifications.

8. Owner hereby represents and warrants that it has full and complete right, power and ability to authorize the work to be completed on Owner's Property as called for in this Agreement, and that either no approval is required or approval to perform such work has been obtained from any interested third party, and that no lease, agreement, arrangement or understanding with any tenant or other person or entity occupying Owner's Property shall be relied upon to prevent, delay or interfere with such work.

9. The City shall not repair or replace any door(s) to any building on Owner's Property.

10. The parties acknowledge that part or all of Owner's Stairs encroach upon the public right-of-way and that after reconstruction the Owner's Stairs shall also encroach upon the public right-of-way. Nothing in this Agreement or in the fact that the Owner's Stairs have been reconstructed shall be construed to alter the parties' respective rights as to the location of Owner's Stairs. Owner is responsible for maintenance of the Owner's Stairs upon completion of reconstruction.

11. Owner acknowledges that Owner has had sufficient opportunity to review the constructions plans and specifications as shown in Exhibit B attached and agrees that the City's contractors may perform the work specified therein. Owner agrees that the City has no liability whatsoever for the work to be performed on Owner's Stairs, and that any claim of defect or deficiency in the design or reconstruction of Owner's Stairs shall not be asserted against the City. The City disclaims any and all warranties, express or implied, relating to the reconstruction of Owner's Stairs.

12. This Agreement shall be binding on both parties and their respective successors and assigns. This Agreement may not be assigned unless agreed to in writing by the non-assigning party in advance.

13. This Agreement is subject to approval by the City Council of the City. This Agreement may be modified in writing only, signed by the parties, and approved by the City Council of the City.

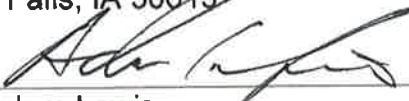
14. This Agreement constitutes the entire agreement between the City and the Owner regarding the subject matter of the Agreement, and there are no promises or understandings between the parties except as set forth herein.

15. Nothing herein shall be construed to create an employer-employee or agency relationship between the parties.

16. Notices required or permitted to be given under this Agreement shall be in writing and sent by ordinary mail, email or hand delivered to the other party at the respective addresses set forth immediately below:

Owner



FORE INVESTORS, LLC
201 Washington Street
Cedar Falls, IA 50613


By: 
Adam Lewis

Its: 

State of Iowa)
County of Black Hawk)



This record was acknowledged before me on the 28 day of March, 2019 by  as  of FORE INVESTORS, LLC.


Signature of Notary Public

City

City of Cedar Falls, Iowa

By: _____
James P. Brown, Mayor

Attest: _____
Jacqueline Danielsen, MMC, City Clerk

MEMORANDUM OF AGREEMENT

Stair Reconstruction 116 & 118 Main Street

This Memorandum of Agreement (the "Agreement") is entered into as of the _____ of _____, 2019, by and between David Farris and Mimi Rice (collectively the "Owner") and the City of Cedar Falls, Iowa, an Iowa municipality (the "City").

WHEREAS, the City will be reconstructing the public alley that is located east of the buildings in the 100 Block of Main Street, which reconstruction project shall be let for bids during the Spring of 2019 (the "Project"); and

WHEREAS, the Owner is the owner of property, the address of which is 116 Main Street and 118 Main Street; legally described as: Lot 7 and Lot 8, Mill Square Addition, Cedar Falls, Iowa (the "Owner's Property"); and

WHEREAS, there are stairs located at the rear entrance of the building(s) located on Owner's Property that encroach onto the public alley right-of-way ("Owner's Stairs"); and

WHEREAS, the Owner's Stairs are not currently in compliance with City codes and must be repaired or replaced in order to bring them into compliance; and

WHEREAS, given the necessary staging of construction and the nature of the work to be performed on the Project it would be mutually beneficial to the Owner and to the City in terms of cost efficiencies, elimination of redundant work, and optimal integration of the Owner's Stairs into the Project to perform the work on the Project and on the Owner's Stairs at the same time; and

WHEREAS, the Owner acknowledges its individual responsibility for the cost of any work to be done on Owner's Stairs; and

WHEREAS, the Owner and the City have come to agreement on the terms of reconstruction of the Owner's Stairs and now desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual covenants of the parties as set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. As the City undertakes construction of the Project it shall also cause to be reconstructed the Owner's Stairs. Such reconstruction shall include footings, concrete landings and ramps, stair steps and hand rails in accordance with the construction plans and specifications attached hereto as Exhibit B. Specifically with respect to the Owner's Property, the City shall cause to be reconstructed the stairs identified in Exhibit B as Doors 7, 8 & 9. Such reconstruction shall include removal of existing material in order to allow for such reconstruction. To the extent that such reconstruction shall take place on Owner's Property, Owner hereby grants permission for the City and its contractors to perform such work on Owner's Property, including but not limited to testing, removal/demolition, construction, and inspection. Any permits necessary to perform any of the work on Owner's Stairs shall be obtained by the City at its cost.

2. Owner agrees to pay for the cost of reconstruction of the Owner's Stairs. Owner's cost is currently estimated to be \$10,920.28 for 116 Main Street and \$17,205.33 for 118 Main Street. Should the actual cost of reconstruction of Owner's Stairs exceed the current estimate, Owner agrees to be responsible for the actual cost.

3. Owner agrees to pay to the City the actual cost of reconstruction of the Owner's Stairs at the conclusion of the Project, and acceptance of the Project by the City, within 60 days after written demand for the same from the City. If at any time the Owner fails to timely make payment as called for in this Agreement, after notice of such failure, Owner agrees that the unpaid amount shall constitute a lien on Owner's Property to be collected in the same manner as property taxes. In the event that it is necessary for the City to collect unpaid amounts, Owner agrees to be responsible for the costs of collection, including but not limited to attorney fees and costs.

4. The City agrees to notify the Owner if, after bids for the Project are let, received and accepted, the successful bid indicates that the cost of Owner's Stairs will exceed the current cost estimate. Also, if change orders are necessary which result in additional cost for the reconstruction of Owner's Stairs, the City shall notify the Owner of such additional cost.

5. Notice to the Owner by the City's contractors for the Project shall be given prior to restricting access to the Owner's building(s) on the Property as provided in Exhibit B, which terms are incorporated herein by this reference. However, the Project shall not be unreasonably delayed due to lack of access to the building(s) located on Owner's Property.

6. The timeframe for completion of construction of the Owner's Stairs shall be as provided in Exhibit B, which terms are incorporated herein by this reference. Owner acknowledges that in the event of unavoidable construction delays, the timeframe for completion may be affected, in which case changes will be coordinated with Owner so as to minimize delays.

7. Owner acknowledges that the construction plans and specifications, Exhibit B attached, are subject to change as necessary from time to time in the sole discretion of the City. The City agrees to notify Owner of any substantial changes in such plans and specifications.

8. Owner hereby represents and warrants that it has full and complete right, power and ability to authorize the work to be completed on Owner's Property as called for in this Agreement, and that either no approval is required or approval to perform such work has been obtained from any interested third party, and that no lease, agreement, arrangement or understanding with any tenant or other person or entity occupying Owner's Property shall be relied upon to prevent, delay or interfere with such work.

9. The City shall not repair or replace any door(s) to any building on Owner's Property.

10. The parties acknowledge that part or all of Owner's Stairs encroach upon the public right-of-way and that after reconstruction the Owner's Stairs shall also encroach upon the public right-of-way. Nothing in this Agreement or in the fact that the Owner's Stairs have been reconstructed shall be construed to alter the parties' respective rights as to the location of Owner's Stairs. Owner is responsible for maintenance of the Owner's Stairs upon completion of reconstruction.

11. Owner acknowledges that Owner has had sufficient opportunity to review the constructions plans and specifications as shown in Exhibit B attached and agrees that the City's contractors may perform the work specified therein. Owner agrees that the City has no liability whatsoever for the work to be performed on Owner's Stairs, and that any claim of defect or deficiency in the design or reconstruction of Owner's Stairs shall not be asserted against the City. The City disclaims any and all warranties, express or implied, relating to the reconstruction of Owner's Stairs.

12. This Agreement shall be binding on both parties and their respective successors and assigns. This Agreement may not be assigned unless agreed to in writing by the non-assigning party in advance.

13. This Agreement is subject to approval by the City Council of the City. This Agreement may be modified in writing only, signed by the parties, and approved by the City Council of the City.

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

15. Nothing herein shall be construed to create an employer-employee or agency relationship between the parties.

16. Notices required or permitted to be given under this Agreement shall be in writing and sent by ordinary mail, email or hand delivered to the other party at the respective addresses set forth immediately below:

Owner

David Farris
215 Colorado Road
Cedar Falls, IA 50613

By: _____

David Farris

Owner

Mimi Rice
215 Colorado Road
Cedar Falls, IA 50613

Mimi Rice

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 2nd day of April, 2019 by David Farris.

Courtney Fisher
Signature of Notary Public



State of Iowa)
)
County of Black Hawk)

This record was acknowledged before me on the 2nd day of April, 2019 by Mimi Rice.



Courtney Fisher
Signature of Notary Public

City

City of Cedar Falls, Iowa

By: _____
James P. Brown, Mayor

Attest: _____
Jacqueline Daniels, MMC, City Clerk

MEMORANDUM OF AGREEMENT

Stair Reconstruction 120 Main Street

This Memorandum of Agreement (the "Agreement") is entered into as of the _____ of _____, 2019, by and between IBL DDT, LLC (the "Owner") and the City of Cedar Falls, Iowa, an Iowa municipality (the "City").

WHEREAS, the City will be reconstructing the public alley that is located east of the buildings in the 100 Block of Main Street, which reconstruction project shall be let for bids during the Spring of 2019 (the "Project"); and

WHEREAS, the Owner is the owner of property, the address of which is 120 Main Street; legally described as Lot 9, Mill Square Addition, Cedar Falls, Iowa (the "Owner's Property"); and

WHEREAS, there are stairs located at the rear entrance of the building(s) located on Owner's Property that encroach onto the public alley right-of-way ("Owner's Stairs"); and

WHEREAS, the Owner's Stairs are not currently in compliance with City codes and must be repaired or replaced in order to bring them into compliance; and

WHEREAS, given the necessary staging of construction and the nature of the work to be performed on the Project it would be mutually beneficial to the Owner and to the City in terms of cost efficiencies, elimination of redundant work, and optimal integration of the Owner's Stairs into the Project to perform the work on the Project and on the Owner's Stairs at the same time; and

WHEREAS, the Owner acknowledges its individual responsibility for the cost of any work to be done on Owner's Stairs; and

WHEREAS, the Owner and the City have come to agreement on the terms of reconstruction of the Owner's Stairs and now desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual covenants of the parties as set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. As the City undertakes construction of the Project it shall also cause to be reconstructed the Owner's Stairs. Such reconstruction shall include footings, concrete landings and ramps, stair steps and hand rails in accordance with the construction plans and specifications attached hereto as Exhibit B. Specifically with respect to the Owner's Property, the City shall cause to be reconstructed the stairs identified in Exhibit B as Doors 5 & 6. Such reconstruction shall include removal of existing material in order to allow for such reconstruction. To the extent that such reconstruction shall take place on Owner's Property, Owner hereby grants permission for the City and its contractors to perform such work on Owner's Property, including but not limited to testing, removal/demolition, construction, and inspection. Any permits necessary to perform any of the work on Owner's Stairs shall be obtained by the City at its cost.

2. Owner agrees to pay for the cost of reconstruction of the Owner's Stairs. Owner's cost is currently estimated to be \$3,048.80. Should the actual cost of reconstruction of Owner's Stairs exceed the current estimate, Owner agrees to be responsible for the actual cost.

3. Owner agrees to pay to the City the actual cost of reconstruction of the Owner's Stairs at the conclusion of the Project, and acceptance of the Project by the City, within 60 days after written demand for the same from the City. If at any time the Owner fails to timely make payment as called for in this Agreement, after notice of such failure, Owner agrees that the unpaid amount shall constitute a lien on Owner's Property to be collected in the same manner as property taxes. In the event that it is necessary for the City to collect unpaid amounts, Owner agrees to be responsible for the costs of collection, including but not limited to attorney fees and costs.

4. The City agrees to notify the Owner if, after bids for the Project are let, received and accepted, the successful bid indicates that the cost of Owner's Stairs will exceed the current cost estimate. Also, if change orders are necessary which result in additional cost for the reconstruction of Owner's Stairs, the City shall notify the Owner of such additional cost.

5. Notice to the Owner by the City's contractors for the Project shall be given prior to restricting access to the Owner's building(s) on the Property as provided in Exhibit B, which terms are incorporated herein by this reference. However, the Project

shall not be unreasonably delayed due to lack of access to the building(s) located on Owner's Property.

6. The timeframe for completion of construction of the Owner's Stairs shall be as provided in Exhibit B, which terms are incorporated herein by this reference. Owner acknowledges that in the event of unavoidable construction delays, the timeframe for completion may be affected, in which case changes will be coordinated with Owner so as to minimize delays.

7. Owner acknowledges that the construction plans and specifications, Exhibit B attached, are subject to change as necessary from time to time in the sole discretion of the City. The City agrees to notify Owner of any substantial changes in such plans and specifications.

8. Owner hereby represents and warrants that it has full and complete right, power and ability to authorize the work to be completed on Owner's Property as called for in this Agreement, and that either no approval is required or approval to perform such work has been obtained from any interested third party, and that no lease, agreement, arrangement or understanding with any tenant or other person or entity occupying Owner's Property shall be relied upon to prevent, delay or interfere with such work.

9. The City shall not repair or replace any door(s) to any building on Owner's Property.

10. The parties acknowledge that part or all of Owner's Stairs encroach upon the public right-of-way and that after reconstruction the Owner's Stairs shall also encroach upon the public right-of-way. Nothing in this Agreement or in the fact that the Owner's Stairs have been reconstructed shall be construed to alter the parties' respective rights as to the location of Owner's Stairs. Owner is responsible for maintenance of the Owner's Stairs upon completion of reconstruction.

11. Owner acknowledges that Owner has had sufficient opportunity to review the constructions plans and specifications as shown in Exhibit B attached and agrees that the City's contractors may perform the work specified therein. Owner agrees that the City has no liability whatsoever for the work to be performed on Owner's Stairs, and that any claim of defect or deficiency in the design or reconstruction of Owner's Stairs shall not be asserted against the City. The City disclaims any and all warranties, express or implied, relating to the reconstruction of Owner's Stairs.

12. This Agreement shall be binding on both parties and their respective successors and assigns. This Agreement may not be assigned unless agreed to in writing by the non-assigning party in advance.

13. This Agreement is subject to approval by the City Council of the City. This Agreement may be modified in writing only, signed by the parties, and approved by the City Council of the City.

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

15. Nothing herein shall be construed to create an employer-employee or agency relationship between the parties.

16. Notices required or permitted to be given under this Agreement shall be in writing and sent by ordinary mail, email or hand delivered to the other party at the respective addresses set forth immediately below:

Owner

IBL DDT, LLC
527 Jessica Lane
PO Box 673
Cedar Falls, IA 50613

By: Donald Blau IBL/DDT LLC. President
Donald Blau

Its: _____

State of Iowa)

)

County of Black Hawk)

This record was acknowledged before me on the 28 day of
March, 2019 by Donald Blau as
President of IBL DDT, LLC.



Courtney Fisher
Signature of Notary Public

City

City of Cedar Falls, Iowa

By: _____
James P. Brown, Mayor

Attest: _____
Jacqueline Danielsens, MMC, City Clerk

MEMORANDUM OF AGREEMENT

Stair Reconstruction 122 Main Street

This Memorandum of Agreement (the "Agreement") is entered into as of the _____ of _____, 2019, by and between BT Holdings, LLC (the "Owner") and the City of Cedar Falls, Iowa, an Iowa municipality (the "City").

WHEREAS, the City will be reconstructing the public alley that is located east of the buildings in the 100 Block of Main Street, which reconstruction project shall be let for bids during the Spring of 2019 (the "Project"); and

WHEREAS, the Owner is the owner of property, the address of which is 122 Main Street; legally described as Lot 10 and Lot 11, Mill Square Addition, Cedar Falls, Iowa (the "Owner's Property"); and

WHEREAS, there are stairs located at the rear entrance of the building(s) located on Owner's Property that encroach onto the public alley right-of-way ("Owner's Stairs"); and

WHEREAS, the Owner's Stairs are not currently in compliance with City codes and must be repaired or replaced in order to bring them into compliance; and

WHEREAS, given the necessary staging of construction and the nature of the work to be performed on the Project it would be mutually beneficial to the Owner and to the City in terms of cost efficiencies, elimination of redundant work, and optimal integration of the Owner's Stairs into the Project to perform the work on the Project and on the Owner's Stairs at the same time; and

WHEREAS, the Owner acknowledges its individual responsibility for the cost of any work to be done on Owner's Stairs; and

WHEREAS, the Owner and the City have come to agreement on the terms of reconstruction of the Owner's Stairs and now desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual covenants of the parties as set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. As the City undertakes construction of the Project it shall also cause to be reconstructed the Owner's Stairs. Such reconstruction shall include footings, concrete landings and ramps, stair steps and hand rails in accordance with the construction plans and specifications attached hereto as Exhibit B. Specifically with respect to the Owner's Property, the City shall cause to be reconstructed the stairs identified in Exhibit B as Doors 2, 3 & 4. Such reconstruction shall include removal of existing material in order to allow for such reconstruction. To the extent that such reconstruction shall take place on Owner's Property, Owner hereby grants permission for the City and its contractors to perform such work on Owner's Property, including but not limited to testing, removal/demolition, construction, and inspection. Any permits necessary to perform any of the work on Owner's Stairs shall be obtained by the City at its cost.

2. Owner agrees to pay for the cost of reconstruction of the Owner's Stairs. Owner's cost is currently estimated to be \$4,811.00. Should the actual cost of reconstruction of Owner's Stairs exceed the current estimate, Owner agrees to be responsible for the actual cost.

3. Owner agrees to pay to the City the actual cost of reconstruction of the Owner's Stairs at the conclusion of the Project, and acceptance of the Project by the City, within 60 days after written demand for the same from the City. If at any time the Owner fails to timely make payment as called for in this Agreement, after notice of such failure, Owner agrees that the unpaid amount shall constitute a lien on Owner's Property to be collected in the same manner as property taxes. In the event that it is necessary for the City to collect unpaid amounts, Owner agrees to be responsible for the costs of collection, including but not limited to attorney fees and costs.

4. The City agrees to notify the Owner if, after bids for the Project are let, received and accepted, the successful bid indicates that the cost of Owner's Stairs will exceed the current cost estimate. Also, if change orders are necessary which result in additional cost for the reconstruction of Owner's Stairs, the City shall notify the Owner of such additional cost.

5. Notice to the Owner by the City's contractors for the Project shall be given prior to restricting access to the Owner's building(s) on the Property as provided in Exhibit B, which terms are incorporated herein by this reference. However, the Project

shall not be unreasonably delayed due to lack of access to the building(s) located on Owner's Property.

6. The timeframe for completion of construction of the Owner's Stairs shall be as provided in Exhibit B, which terms are incorporated herein by this reference. Owner acknowledges that in the event of unavoidable construction delays, the timeframe for completion may be affected, in which case changes will be coordinated with Owner so as to minimize delays.

7. Owner acknowledges that the construction plans and specifications, Exhibit B attached, are subject to change as necessary from time to time in the sole discretion of the City. The City agrees to notify Owner of any substantial changes in such plans and specifications.

8. Owner hereby represents and warrants that it has full and complete right, power and ability to authorize the work to be completed on Owner's Property as called for in this Agreement, and that either no approval is required or approval to perform such work has been obtained from any interested third party, and that no lease, agreement, arrangement or understanding with any tenant or other person or entity occupying Owner's Property shall be relied upon to prevent, delay or interfere with such work.

9. The City shall not repair or replace any door(s) to any building on Owner's Property.

10. The parties acknowledge that part or all of Owner's Stairs encroach upon the public right-of-way and that after reconstruction the Owner's Stairs shall also encroach upon the public right-of-way. Nothing in this Agreement or in the fact that the Owner's Stairs have been reconstructed shall be construed to alter the parties' respective rights as to the location of Owner's Stairs. Owner is responsible for maintenance of the Owner's Stairs upon completion of reconstruction.

11. Owner acknowledges that Owner has had sufficient opportunity to review the constructions plans and specifications as shown in Exhibit B attached and agrees that the City's contractors may perform the work specified therein. Owner agrees that the City has no liability whatsoever for the work to be performed on Owner's Stairs, and that any claim of defect or deficiency in the design or reconstruction of Owner's Stairs shall not be asserted against the City. The City disclaims any and all warranties, express or implied, relating to the reconstruction of Owner's Stairs.

12. This Agreement shall be binding on both parties and their respective successors and assigns. This Agreement may not be assigned unless agreed to in writing by the non-assigning party in advance.

13. This Agreement is subject to approval by the City Council of the City. This Agreement may be modified in writing only, signed by the parties, and approved by the City Council of the City.

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

15. Nothing herein shall be construed to create an employer-employee or agency relationship between the parties.

16. Notices required or permitted to be given under this Agreement shall be in writing and sent by ordinary mail, email or hand delivered to the other party at the respective addresses set forth immediately below:

Owner

BT Holdings, LLC
217 Washington Street
Cedar Falls, IA 50613

By:


Brent D. Johnson

Its:

President

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 29 day of March, 2019 by Brent D. Johnson as President of BT Holdings, LLC.


Signature of Notary Public



City

City of Cedar Falls, Iowa

By: _____
James P. Brown, Mayor

Attest: _____
Jacqueline Danielsen, MMC, City Clerk

MEMORANDUM OF AGREEMENT

Stair Reconstruction 128 Main Street

This Memorandum of Agreement (the "Agreement") is entered into as of the _____ of _____, 2019, by and between SIMPLE AS 128, LLC (the "Owner") and the City of Cedar Falls, Iowa, an Iowa municipality (the "City").

WHEREAS, the City will be reconstructing the public alley that is located east of the buildings in the 100 Block of Main Street, which reconstruction project shall be let for bids during the Spring of 2019 (the "Project"); and

WHEREAS, the Owner is the owner of property, the address of which is 128 Main Street; legally described as Lot 12, Mill Square Addition, Cedar Falls, Iowa (the "Owner's Property"); and

WHEREAS, there are stairs located at the rear entrance of the building(s) located on Owner's Property that encroach onto the public alley right-of-way ("Owner's Stairs"); and

WHEREAS, the Owner's Stairs are not currently in compliance with City codes and must be repaired or replaced in order to bring them into compliance; and

WHEREAS, given the necessary staging of construction and the nature of the work to be performed on the Project it would be mutually beneficial to the Owner and to the City in terms of cost efficiencies, elimination of redundant work, and optimal integration of the Owner's Stairs into the Project to perform the work on the Project and on the Owner's Stairs at the same time; and

WHEREAS, the Owner acknowledges its individual responsibility for the cost of any work to be done on Owner's Stairs; and

WHEREAS, the Owner and the City have come to agreement on the terms of reconstruction of the Owner's Stairs and now desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual covenants of the parties as set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. As the City undertakes construction of the Project it shall also cause to be reconstructed the Owner's Stairs. Such reconstruction shall include footings, concrete landings and ramps, stair steps and hand rails in accordance with the construction plans and specifications attached hereto as Exhibit B. Specifically with respect to the Owner's Property, the City shall cause to be reconstructed the stairs identified in Exhibit B as Door 1. Such reconstruction shall include removal of existing material in order to allow for such reconstruction. To the extent that such reconstruction shall take place on Owner's Property, Owner hereby grants permission for the City and its contractors to perform such work on Owner's Property, including but not limited to testing, removal/demolition, construction, and inspection. Any permits necessary to perform any of the work on Owner's Stairs shall be obtained by the City at its cost.

2. Owner agrees to pay for the cost of reconstruction of the Owner's Stairs. Owner's cost is currently estimated to be \$1750.00. Should the actual cost of reconstruction of Owner's Stairs exceed the current estimate, Owner agrees to be responsible for the actual cost.

3. Owner agrees to pay to the City the actual cost of reconstruction of the Owner's Stairs at the conclusion of the Project, and acceptance of the Project by the City, within 60 days after written demand for the same from the City. If at any time the Owner fails to timely make payment as called for in this Agreement, after notice of such failure, Owner agrees that the unpaid amount shall constitute a lien on Owner's Property to be collected in the same manner as property taxes. In the event that it is necessary for the City to collect unpaid amounts, Owner agrees to be responsible for the costs of collection, including but not limited to attorney fees and costs.

4. The City agrees to notify the Owner if, after bids for the Project are let, received and accepted, the successful bid indicates that the cost of Owner's Stairs will exceed the current cost estimate. Also, if change orders are necessary which result in additional cost for the reconstruction of Owner's Stairs, the City shall notify the Owner of such additional cost.

5. Notice to the Owner by the City's contractors for the Project shall be given prior to restricting access to the Owner's building(s) on the Property as provided in Exhibit B, which terms are incorporated herein by this reference. However, the Project

shall not be unreasonably delayed due to lack of access to the building(s) located on Owner's Property.

6. The timeframe for completion of construction of the Owner's Stairs shall be as provided in Exhibit B, which terms are incorporated herein by this reference. Owner acknowledges that in the event of unavoidable construction delays, the timeframe for completion may be affected, in which case changes will be coordinated with Owner so as to minimize delays.

7. Owner acknowledges that the construction plans and specifications, Exhibit B attached, are subject to change as necessary from time to time in the sole discretion of the City. The City agrees to notify Owner of any substantial changes in such plans and specifications.

8. Owner hereby represents and warrants that it has full and complete right, power and ability to authorize the work to be completed on Owner's Property as called for in this Agreement, and that either no approval is required or approval to perform such work has been obtained from any interested third party, and that no lease, agreement, arrangement or understanding with any tenant or other person or entity occupying Owner's Property shall be relied upon to prevent, delay or interfere with such work.

9. The City shall not repair or replace any door(s) to any building on Owner's Property.

10. The parties acknowledge that part or all of Owner's Stairs encroach upon the public right-of-way and that after reconstruction the Owner's Stairs shall also encroach upon the public right-of-way. Nothing in this Agreement or in the fact that the Owner's Stairs have been reconstructed shall be construed to alter the parties' respective rights as to the location of Owner's Stairs. Owner is responsible for maintenance of the Owner's Stairs upon completion of reconstruction.

11. Owner acknowledges that Owner has had sufficient opportunity to review the constructions plans and specifications as shown in Exhibit B attached and agrees that the City's contractors may perform the work specified therein. Owner agrees that the City has no liability whatsoever for the work to be performed on Owner's Stairs, and that any claim of defect or deficiency in the design or reconstruction of Owner's Stairs shall not be asserted against the City. The City disclaims any and all warranties, express or implied, relating to the reconstruction of Owner's Stairs.

12. This Agreement shall be binding on both parties and their respective successors and assigns. This Agreement may not be assigned unless agreed to in writing by the non-assigning party in advance.

13. This Agreement is subject to approval by the City Council of the City. This Agreement may be modified in writing only, signed by the parties, and approved by the City Council of the City.

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

15. Nothing herein shall be construed to create an employer-employee or agency relationship between the parties.

16. Notices required or permitted to be given under this Agreement shall be in writing and sent by ordinary mail, email or hand delivered to the other party at the respective addresses set forth immediately below:

Owner

SIMPLE AS 128, LLC
205 E. 18th Street
Cedar Falls, IA 50613

By: 
David Morgan

Its: PRESIDENT

State of Iowa)
)
County of Black Hawk)

This record was acknowledged before me on the 5 day of
April, 2019 by David A Morgan as
President of SIMPLE AS 128, LLC.




Signature of Notary Public

City

City of Cedar Falls, Iowa

By: _____
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

INTEROFFICE MEMORANDUM *Administration Division*

TO: Mayor Brown and City Council

FROM: Stephanie Houk Sheetz, Director of Community Development

DATE: May 2, 2019

SUBJECT: Professional Services Agreement, Snyder & Associates, Inc.
2019 Engineering Services
Supplemental Agreement No. 5
Downtown 2nd and 3rd Street Reconstruction Project
Project Numbers: RC-036-3194: 2nd Street Reconstruction: Main-Washington
RC-039-3195 3rd Street Reconstruction: State- Washington

Please find attached Supplemental Agreement No. 5 to the Professional Services Agreement between the City of Cedar Falls and Snyder & Associates, Inc. for 2019 Engineering Services. This supplemental agreement will prepare construction plans, cost estimates, and bid documents for the reconstruction of 2nd Street from Main to Washington Street and 3rd Street from State to Washington Street. In total, this is three blocks. The project is part of the downtown streetscape expansion project, a partnership among the City, Community Main Street and Cedar Falls Utilities. Recently, a Black Hawk County Gaming Association grant was awarded in support of Phase 1 of the project.

Reconstruction of downtown streets can be more complex to design and require significant attention to detail. The project will include reconstruction of the sidewalks along these segments, allowing the incorporation of the Parkade sidewalk design to spread out into our side streets and to also replace/add decorative lighting in these areas. Doing this work together is overall more cost effective than doing it incrementally.

The City will be coordinating with Community Main Street and businesses along these areas, as the design progresses. It is anticipated to reconstruct entire blocks at a time. Due to the redevelopment of 302 Main Street and 123 E 3rd Street/305 State Street, the segment of 3rd Street between State and Main Streets may be the last one to be reconstructed. In the 2020 construction season, it is anticipated that one block of 3rd St. and one block of 2nd St. would be reconstructed, each stretches from Main to Washington Street.

The City of Cedar Falls entered into a Professional Services Agreement with Snyder & Associates, Inc. for the 2019 Engineering Services on December 3, 2018. Funding for the Supplemental Agreement #5 will be certified as TIF debt for the \$61,200 in design services.

The total estimated cost for the three-block reconstruction is \$1,458,000. Staff will update CIP #78 in the fall with these estimates, being slightly higher than currently listed. The reconstruction anticipates utilizing TIF and a grant from Black Hawk County Gaming Association. The City has secured the grant, generally to cover 30% of the Phase I project.

This project meets Organizational Goal #4 of the City Council goals for fiscal year 2019, utilizing TIF to make landscaping, alley, and other streetscape improvements in the Downtown and College Hill.

The Department of Community Development requests your consideration and approval of this Supplemental Agreement No. 5 with Snyder & Associates, Inc. for the Downtown 2nd and 3rd Street Reconstruction Project.

If you have any questions or comments please contact me.

xc: Chase Schrage, Principal 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. 5

2019 Engineering Services

Cedar Falls, Iowa

City Project Numbers:

RC-036-3194: 2nd Street Reconstruction – Main to Washington

RC-039-3195 3rd Street Reconstruction – State to Washington

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT), and Snyder & Associates, Inc. (CONSULTANT), of Cedar Rapids, Iowa, dated December 3, 2018 for the municipal engineering support services; and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement to include Scope of Services and Compensation for additional items required as a part of the 2019 Engineering Services,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement by adding the following items:

I. SCOPE OF SERVICES

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

- A. The CONSULTANT shall provide Professional Services to design and develop construction documents to reconstruct West 2nd Street between Washington Street and Main Street, reconstruct West 3rd Street between Washington Street and Main Street, and reconstruct East 3rd Street between Main Street and State Street. The CONSULTANT will develop the construction documents for two bid packages and two bid lettings. The first phase is scheduled for 2020 construction and shall include West 2nd and 3rd Streets between Washington Street and Main Street. The second phase is scheduled for 2021, or 2022, construction and shall include East 3rd Street between Main Street and State Street.
- B. The CONSULTANT shall complete a topographic survey of the project site.
 1. Includes one block along West 2nd Street between Washington and Main Streets, and two blocks along 3rd Street between Washington and State Streets. The topographic survey will extend from face of building to face of building, or extend 15-feet onto private property on those parcels where the building is not along the public right of way.
 2. Includes existing site terrain grades and locations of existing above ground features.
 3. Provide a CAD terrain model with one-foot contour intervals and spot elevations.
- C. The CONSULTANT shall incorporate the streetscape parkade concept designs developed for Main Street as part of Supplemental Agreement No. 1 into the construction documents for these three blocks along West 2nd Street and 3rd Street. During the preliminary design phase, the

CONSULTANT will present the concept designs to the City for review and shall address any comments as part of the final plan submittal.

- D. The CONSULTANT shall design and incorporate the decorative street lighting from the Main Street concept designs and Downtown Streetscape Plan. The street lighting limits extend further than the pavement reconstruction limits and are located:
1. Along West 2nd Street between Clay and Main Streets.
 2. Along 3rd Street from 150-ft west of Washington Street to State Street.
- E. The CONSULTANT shall complete preliminary and final design services and preparation of construction documents for both phases.
1. Prepare a functional design memo that includes design parameters and critical items that will be utilized (e.g. typical section, roadway classification, speeds, etc.), project assumptions, potential design exceptions, etc. This information will be utilized for the remainder of the design.
 2. Develop preliminary design plans (50%) and the associated engineer's opinion of probable cost (EOPC). These shall generally include:
 - a. Roadway pavement plan and profile information.
 - b. New storm sewer structures and pipes.
 - c. New water main, services, and hydrants. The water main along 3rd Street will be upsized from 4-inches to 8-inches diameter. The 8-inch diameter water main along 2nd Street will be replaced with a new 8-inch water main.
 - d. The existing sanitary sewer main will be protected and remain in place.
 - e. Sidewalk will be replaced along both sides of the roadway. Pavers from the Main Street concept streetscape parkade designs will be implemented between the buildings (or right of way) to the back of roadway curb.
 - f. New street lighting implemented based on the Main Street concept designs.
 - g. The roadway reconstruction is anticipated to not extend into the Washington Street intersections, Main Street intersections, and State Street intersection, and as such curb ramp and crosswalk replacements are not included with this design.
 - h. Bump outs shall be designed at the alley connections within each block and prior to the intersections with Washington and State Streets in order to integrate on-street parking and provide landscaping areas.
 - i. Landscape areas implemented based on the Main Street concept designs.
 - j. Construction staging notes and detour routing.
 3. All design to be in accordance with applicable state statutes, city ordinances, the Iowa Statewide Urban Design and Specifications (SUDAS) and the Cedar Falls Supplemental Specifications to SUDAS.
 4. Utility Coordination with Cedar Falls Utilities and other franchise utilities to facilitate their relocations, or to make minor adjustments to the design to mitigate conflict points.
 5. Develop check plans (90%), and an updated EOPC upon receipt and incorporation of review comments from the preliminary plans.
 6. Prepare a Storm Water Pollution Prevention Plan for the project site and apply for NPDES Permit No. 2 through the City of Cedar Falls. All fees associated with permits to be pass-through expenses or supplied by the CLIENT at time of submittal.
 7. Prepare and apply for applicable DNR water construction permits. All fees associated with the permits to be pass-through expenses or supplied by the CLIENT at time of submittal.
 8. Prepare print documents (100%), final project manual (including specifications), and a final EOPC of proposed improvements after incorporation of review comments from check plans.
- F. The CONSULTANT shall facilitate and attend five (5) Project Management Team (PMT) meetings with the CLIENT. The purpose of the PMT meetings are to review project details such as streetscape parkade designs, staging and detour routing, project schedule, discuss CLIENT'S plan

review comments, and utility coordination updates. It is anticipated two (2) of the PMT meetings will be in 2020 in advance of the Phase 2 Project.

- G. The CONSULTANT shall attend one (1) Public Information Meeting (PIM). The CONSULTANT shall be responsible for notifying property owners and stakeholders to attend the PIM, preparing aerial display drawings of the corridors, preparing detail exhibits, and responding to questions or comments from the public.
- H. The CONSULTANT shall attend one (1) Community Main Street (CMS) Board Meeting. The CONSULTANT shall be responsible for providing project details and exhibits for the CLIENT'S presentation to the CMS Board and be in attendance to respond to questions.
- I. The CONSULTANT shall provide bidding assistance for the Bid Lettings. The Phase 1 – 2020 Construction Bid Letting should generally take place on or before January 24, 2020 with construction to be complete by September 30, 2020. The Phase 2 – 2021 Construction Bid Letting is anticipated for the Fall 2020 and construction to be complete in the Summer 2021.
 - 1. Preparation of the project manual, including bid forms, form of contract, instruction of bidders and general conditions.
 - 2. Advertising – Notify Contractors, distribute plan sets, answer questions from potential contractors, subcontractors and suppliers, determine need of and issue addenda (as necessary) and coordinate with City Staff.
 - 3. Bidding – The Engineer shall attend the meeting at which bids are received, shall tabulate the bids and make recommendations to the City Council, in writing, regarding the awarding of the construction contract.
- J. Additional Services
 - 1. The CLIENT may request Additional Services from the CONSULTANT not included in the Scope of Services as outlined. Additional Services may include, but are not necessarily limited to; independent testing services such as concrete cylinder breaks and compaction testing, completion of a Phase 1 Archaeological and Cultural Resources Survey; attendance of a Pre-Bid meeting; sanitary sewer design; right of way acquisitions; construction services; expanding the scope of the project or the work to be completed; requesting the development of various documents not listed; extending the time to complete a project through no fault of the CONSULTANT; or requesting additional work items that increase the Engineering Services and corresponding costs.

II. COMPENSATION

Compensation for this scope of 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 One Hundred Sixty-One Thousand Two Hundred Dollars (\$161,200).

- III. In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated December 3, 2018, as supplemented.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By: _____

Printed Name: _____

Printed Name: Lindsay Beaman

Title: _____

Title: Business Unit Leader

Date: _____

Date: May 3, 2019

Estimated Budget Summary	
The estimated budgets for each task listed below could vary. The total not to exceed supplemental project cost should be the total listed below.	
Tasks	Base
Topographic and Boundary Survey	\$ 9,700
Project Management & Admin	\$ 22,100
Public Engagement	\$ 5,900
Streetscaping and Lighting - 2020	\$ 33,000
Streetscaping and Lighting - 2021	\$ 22,000
Roadway and Utilities Design	
Prelim – Both Phases (50%)	\$ 26,100
Check – 2020 Construction (90%)	\$ 22,200
Check – 2021 Construction (90%)	\$ 12,200
Print Docs (Final)	\$ 2,200
Bid Phase – 2020 Construction	\$ 3,000
Bid Phase – 2021 Construction	\$ 2,800
Total:	\$ 161,200

Preliminary Project Schedule			
Tasks	Start Date	End Date	Target Date
Contract Approval - Begin Work	--	--	05/07/2019
Topo and Boundary Survey	5/16/2019	5/24/2019	--
Design Criteria Memo	5/28/2019	5/31/2019	05/31/2019
Design Criteria Memo Comments	--	--	06/07/2019
Concept Design - Streetscape and Lighting	6/10/2019	6/21/2019	--
Preliminary Design - Roadway and Utilities	6/10/2019	6/21/2019	--
PMT Meeting #1	--	--	06/25/2019
Preliminary Design - All Elements and Both Phases	6/26/2019	7/3/2019	--
50% Prelim Plans submittal Both Phases			07/08/2019
PMT Meeting #2: Receive City comments & meet	--	--	08/01/2019
Final Design - Phase 1 Project	8/5/2019	8/23/2019	--
90% Check Plans - Phase 1			08/27/2019
PMT Meeting #3: Receive City comments & meet	--	--	09/26/2019
Permit Submittals (NPDES, water)	--	--	10/11/2019
Final Design (100%) Print Docs - Phase 1			11/08/2019
Bid Letting	--	--	Dec. 2019
Construction Start - Phase 1	--	--	April 2020
Construction End - Phase 1	--	--	Sept. 2020
PMT Meetings #4 & #5: Developer coordination	--	--	Summer 2020
Final Design - Phase 2 Project	8/4/2020	8/16/2020	Aug. 2020
90% Check Plans - Phase 2			Aug. 2020
Permit Submittals (NPDES, water)	--	--	Sept. 2020
Final Design (100%) Print Docs - Phase 2			Sept. 2020
Bid Letting - Phase 2	--	--	Nov. 2020
Construction Start - Phase 2	--	--	April 2021
Construction End - Phase 2	--	--	July 2021



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 Brown, City Council
FROM: Kevin Rogers, City Attorney
DATE: May 3, 2019
SUBJECT: Reorganization Ordinances

You will recall that I provided to you a memorandum a couple weeks ago summarizing the Code of Ordinance changes made necessary by reorganization. The attached Ordinance is one of four being presented for first consideration during the regular Council meeting on May 6, 2019.

This particular Ordinance effects the changes in Divisions between the Department of Community Development and what will be known as the Department of Public Works. Essentially, the Engineering Services Division and the Water Reclamation Division are moving to Public Works, and the Visitors and Tourism/Cultural Programs Division as well as the Recreation and Community Programs Division are moving to Community Development.

Let me know if you have any questions.

ORDINANCE NO. _____

AN ORDINANCE **(1)** REPEALING ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT, INCLUDING DIVISION 1, GENERALLY, DIVISION 2, PLANNING AND COMMUNITY SERVICES DIVISION, DIVISION 3, ENGINEERING SERVICES DIVISION, DIVISION 4, INSPECTION SERVICES DIVISION, AND DIVISION 5, WATER RECLAMATION DIVISION, ALL OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT, INCLUDING NEW DIVISION 1, GENERALLY, NEW DIVISION 2, PLANNING AND COMMUNITY SERVICES DIVISION, NEW DIVISION 3, VISITORS AND TOURISM/CULTURAL PROGRAMS DIVISION, NEW DIVISION 4, INSPECTION SERVICES DIVISION, AND NEW DIVISION 5, RECREATION AND COMMUNITY PROGRAMS DIVISION; **(2)** REPEALING ARTICLE VII, DEPARTMENT OF MUNICIPAL OPERATIONS AND PROGRAMS, INCLUDING DIVISION 1, GENERALLY, DIVISION 2, PUBLIC WORKS AND PARKS DIVISION, DIVISION 3, VISITORS AND TOURISM/CULTURAL PROGRAMS DIVISION, AND DIVISION 4, RECREATION AND COMMUNITY PROGRAMS DIVISION, ALL OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW ARTICLE VII, DEPARTMENT OF PUBLIC WORKS, INCLUDING DIVISION 1, GENERALLY, DIVISION 2, OPERATIONS AND MAINTENANCE DIVISION, DIVISION 3, ENGINEERING SERVICES DIVISION, AND DIVISION 4, WATER RECLAMATION DIVISION.

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

Section 1. Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is enacted in lieu thereof, as follows:

ARTICLE VI. DEPARTMENT OF COMMUNITY DEVELOPMENT

Division 1. Generally

Sec. 2-652. Created.

There is hereby established in the city the department of community development. The administration of the department shall be integrated into and made a part of the regular city administration, and shall be coordinated with all other departments.

(Code 2017, § 2-436; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-653. Duties.

It shall be the duty of the community development department to plan, coordinate and assist in the safe and efficient development of the city by the public and private sectors. Duties shall include:

- (1) Professional planning services encompassing supervision of planning, architectural and landscape architectural consultants; zoning administration; capital improvements programming; subdivision design; and comprehensive planning including population projections, economic forecasts, land use planning and other special long range studies.
- (2) Building, plumbing, electrical and mechanical inspection services for all construction types.
- (3) Economic development coordination and assistance which expands the city's employment and tax base in a safe and efficient manner.
- (4) Grantsmanship activities for all city departments and programs, including interstate substitution, community development block grants, federal or state rent assistance programs, federal or state rehabilitation programs and federal or state conservation programs.
- (5) Operation and maintenance of public drainageways, storm sewers, catchbasins, dams, flood control properties and stormwater detention facilities.
- (6) Operation and maintenance of other public structures, programs or facilities specifically assigned by the city administrator, mayor or city council.
- (7) Adherence to the city's landlord accountability code (chapter 11, article II, division 5), maintenance and nuisance codes, and all other code-related enforcement.

(Code 2017, § 2-437; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-654. Director of community development—Generally.

- (a) *Appointment.* The director of community development shall be recommended for appointment by the city administrator. The city administrator shall recommend this appointment to the mayor for city council approval.
- (b) *Powers and duties.*
 - (1) The director of community development shall supervise, direct and manage the conduct of the following divisions:
 - a. Planning and community services.
 - b. Visitors and tourism/cultural programs.
 - c. Inspection services.
 - d. Recreation and community programs.
 - (2) The director is empowered to exert supervisory and management control over each division and is empowered to appoint a planning and community services manager, building official, visitors and tourism/cultural programs manager and recreation and community programs

manager to serve as division heads. The division heads are individually charged by the director to carry out all of the statutory duties mandated by federal, state and local regulations of their respective divisions. The director is responsible for the establishment of broad policies related to departmental conduct, procedures and operations, and the formation of programs which provide the citizens of the city with a full range of developmental services. The director may peremptorily suspend, demote or discharge any subordinate under his or her direction for any lawful reason.

- (3) The director shall be responsible for the preparation and administration of the departmental work program and budgets to ensure that all statutory and subsidiary programs are implemented by the division responsible. All purchases initiated by any division for any operation or program shall be approved by the director prior to submission to the city council for payment.
- (4) The director shall perform all duties assigned by the city administrator, mayor and city council and shall be under the direct administrative supervision of the city administrator.

(Code 2017, § 2-438; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-655. Director of community development—Duties relative to boards, commissions and committees.

The director of community development or the director's designee shall meet regularly with and furnish such assistance and information to the following commissions, boards, committees and other organizations when necessary:

- (1) Planning and zoning commission.
- (2) Board of adjustment.
- (3) Housing commission.
- (4) Plumbing examiners, electrical examiners and board of appeals.
- (5) Metropolitan transportation board.
- (6) Waterloo airport zoning commission.
- (7) Historic preservation commission.
- (8) Iowa Northland regional council of governments.
- (9) Cedar Valley partnership.
- (10) City neighborhood organizations (such as Community Main Street, College Hill Partnership, Overman Park Neighborhood Association, and Northern Cedar Falls Neighborhood Association).
- (11) Board of rental housing appeals.
- (12) Waterloo airport commission.
- (13) Art and culture board.
- (14) Visitors and tourism board.
- (15) Island Park Beach House board
- (16) Any applicable federal and state agencies, such as the state department of natural resources, the state economic development authority, the state department of transportation, the United States Environmental Protection Agency, the United States Department of Housing and Urban Development, the United States Federal Emergency Management Administration, and the United States Federal Housing Authority.

(Code 2017, § 2-439; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-656. Acting director of community development.

Whenever the director of community development is out of the city or unable to act on account of sickness or for any other reason, including those periods of time when the city administrator has not appointed a director of community development, the director of community development or city administrator shall appoint one of the division heads as the acting director of community development. This designee shall have and exercise all the powers and duties of the director.

(Code 2017, § 2-440; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-657. Authority of council.

All final authority over the administration and policy of the department of community development shall be retained and exercised by the city council.

(Code 2017, § 2-441; Ord. No. 2825, § 2, 6-23-2014)

DIVISION 2. PLANNING AND COMMUNITY SERVICES DIVISION

Sec. 2-688. Created.

The planning and community services division of the department of community development for the city is hereby created.

(Code 2017, § 2-461; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-689. Duties.

- (a) It shall be the duty of the planning and community services division of the department of community development to provide a full range of professional planning services for all city departments, public projects and citizens of the city.
- (b) The division shall have the power to coordinate all long-range plans developed by any public entity in the city.
- (c) It shall also be the duty of this division to coordinate municipal economic development and housing programs.

(Code 2017, § 2-462; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-690. Planning and community services manager.

- (a) *Appointment.* A planning and community services manager shall be appointed by the director of community development and shall be directly responsible to the director of community development. The planning and community services manager shall act as the city planner and the city zoning administrator. Such appointment shall be in accordance with all statutory civil service procedures.

- (b) *Duties.* The planning and community services manager shall supervise, direct and manage the planning and community services division, composed of the planning, economic development, and community development sections. The manager's duties shall be as follows:
- (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the planning and community services division within the parameters of departmental policy.
 - (2) Making an annual report of the activities of the division for each year, the report to be filed with the community development director.
 - (3) Assigning the personnel of the planning and community services division as deemed necessary to carry out the functions of the planning and community services division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.
 - (4) Performing or causing to be performed any other duties as directed by the director of community development.
 - (5) Working with federal, state and adjoining local governments in implementing the city's economic development and community development programs.
 - (6) Supervising and coordinating development and implementation of the city's comprehensive plan, subdivision and zoning ordinances, including the necessary research, analysis, plan preparation, design, program development and writing and editing of reports; supervising and coordinating development and implementation of the city's community development, economic development and redevelopment plans, including marketing, business development and financial assistance, and coordinating with other departments and agencies regarding the city's housing programs.
 - (7) Preparing and administering the division's work program and budget after consultation with the planning and zoning commission, assigning staff, determining schedules and reviewing progress on the work program.
 - (8) Working on economic development matters in cooperation with the city administrator, mayor, city council and metropolitan economic development committees, and appearing, either in person or by agent, before the council and committees.
 - (9) Administering the community development block grant program, including serving as contract compliance officer, monitoring outside contracted services to other departments and agencies and procuring and managing all necessary state and federal grants.
 - (10) Supervising, coordinating and reviewing work performed by professional consulting firms retained for planning, development and redevelopment studies.
 - (11) Supervising and coordinating analysis of the city's physical and socioeconomic characteristics and direct land use, population and economic forecasts.
 - (12) Acting as technical advisor on planning and development matters to the city administrator, mayor, city council and planning and zoning commission, and appealing, either in person or by agent before the council and commission to report or advise on major planning and community development projects, significant economic, housing, land use and population study findings, and new planning and development techniques being utilized in other communities.
 - (13) Working with all city departments in matters relating to planning and community development programs.
 - (14) Reviewing all public projects undertaken by city departments, special districts, the county and other governmental agencies to ensure they are compatible with city plans.
 - (15) Aiding the planning and zoning commission and city council in the development of the capital improvements program and other long-term financial plans.

- (16) Preparing educational and informational materials; consulting with developers, public officials and citizens on planning and development matters; and coordinating and reviewing work performed by professional consulting firms retained for planning and development studies.
- (17) Supervising and having jurisdiction over the conduct of the zoning administrator and the enforcement of all zoning regulations enacted by the city.
- (18) Coordinating metropolitan planning efforts related to transportation, economic development and other related activities with all other affected entities.
- (19) Serving as the city representative on the metropolitan transportation board.
- (20) Providing staff support to the city board of adjustment, city planning and zoning commission, housing commission and board of rental housing appeals.
- (21) Supervising and managing the city's housing programs, including rental assistance, rental rehabilitation, moderate rehabilitation, emergency repairs, housing rehabilitation, housing vouchers and others as these become available.

(Code 2017, § 2-463; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-691. Acting planning and community services manager.

Whenever the planning and community services manager is out of the city, or is unable to act on account of sickness or for any other reason, including those periods of time when the director of community development has not appointed a planning and community services manager, the planning and community services manager or the director of community development shall appoint a designee who shall have and exercise all powers and duties of the planning and community services manager.

(Code 2017, § 2-464; Ord. No. 2825, § 2, 6-23-2014)

DIVISION 3. VISITORS AND TOURISM/CULTURAL PROGRAMS DIVISION

Sec. 2-715. Created.

The visitors and tourism/cultural programs division of the department of community development for the city is hereby created.

(Code 2017, § 2-581; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-716. Powers and duties.

- (a) It shall be the duty of the visitors and tourism/cultural programs division of the department of community development to provide visitors and tourism programs and services for the visitors and tourists to the city, that promote overnight lodging, purchase of goods and services from city businesses, and promote special events, festivals, and attractions in the city; and to provide cultural programs for the citizens of the city, including fine arts, performing arts, spectator arts and crafts.
- (b) The division shall have the power to operate and maintain the visitors and tourism/cultural programs services offices, in compliance with the operations and programming policy prescribed by the city visitors and tourism board, the director of community development, and the city council; and to operate and maintain the James and Meryl Hearst Art and Culture Center, in compliance with the operations and programming policy prescribed by the city art and culture board, the director of community development, and the city council.

Sec. 2-717. Manager.

- (a) *Appointment.* A visitors and tourism/cultural programs division manager shall be appointed by the director of community development. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Powers and duties.* The visitors and tourism/cultural programs division manager shall supervise, direct and manage the visitors and tourism/cultural programs division. The manager's powers and duties shall be as follows:
 - (1) To promulgate orders, rules and regulations for the conduct and guidance of the members of the visitors and tourism/cultural programs division within the parameters of city, departmental, visitors and tourism board policies, and art and culture board policies.
 - (2) To make an annual report of the activities of the division for each fiscal year, to be filed with the community development director, the visitors and tourism board, the art and culture board, and the city council.
 - (3) To assign the personnel of the visitors and tourism/cultural programs division as deemed necessary to carry out the functions of the visitors and tourism/cultural programs division, and to prescribe rules and regulations for the conduct and management of the division consistent with city and departmental policies, visitors and tourism board policies, and art and culture board policies.
 - (4) To perform or cause to be performed any other duties as directed by the director of community development.
 - (5) To manage the visitors and tourism offices, programs and projects in accord with operations and programming policies established by the city visitors and tourism board, the director of community development, and the city council; and to manage the James and Meryl Hearst Art and Culture Center, in compliance with operations and programming policies established by the city art and culture board, the director of community development, and the city council.
 - (6) To implement a full range of visitors and tourism programs for the city within the financial constraints and program offerings recommended by the visitors and tourism board and authorized by the city council.
 - (7) To implement a full range of art and cultural programs for the city within the financial constraints and program offerings recommended by the art and culture board and authorized by the city council.
 - (8) To maintain for the city visitors and tourism board and for the art and culture board:
 - a. Full and complete records of all proceedings.
 - b. Full and complete records of all receipts and disbursements in conjunction with the financial services division.
 - c. Full and complete records of all donations, devices and bequests received and disbursed, or placed in special accounts in conjunction with the financial services division.

- d. An inventory of all pictures, paintings, statues, relics, books, papers, journals, supplies, equipment, and other property held by the division in the city's name in conjunction with the financial services division.

(Code 2017, § 2-583; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-718. Acting manager.

Whenever the visitors and tourism/cultural programs division manager is out of the city or is unable to act on account of sickness or for any other reason, including those periods of time when the director of community development has not appointed a visitors and tourism/cultural programs division manager, the visitors and tourism/cultural programs division manager, or the director of community development shall appoint a designee who shall have and exercise all the powers and duties of the visitors and tourism/cultural programs division manager.

(Code 2017, § 2-584; Ord. No. 2825, § 3, 6-23-2014)

DIVISION 4. INSPECTION SERVICES DIVISION

Sec. 2-742. Created.

The inspection services division of the department of community development for the city is hereby created.

(Code 2017, § 2-501; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-743. Duties.

It shall be the duty of the inspection services division of the department of community development to provide for the inspection of all construction for its compliance with state, federal and local regulations.

(Code 2017, § 2-502; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-744. Building official.

- (a) *Appointment.* A building official shall be appointed by the director of community development and shall be directly responsible to the director of community development. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Duties.* The building official shall supervise, direct and manage the inspection services division. The building official's duties shall be as follows:
 - (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the inspection services division within the parameters of departmental policy.
 - (2) Making an annual report of the activities of the division for each year, the report to be filed with the community development director.
 - (3) Assigning the personnel of the inspection services division as deemed necessary to carry out the functions of the inspection services division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.

- (4) Supervising and having jurisdiction over the conduct of the plumbing inspector, electrical inspector, building inspector and mechanical inspector of the city.
- (5) Enforcing the International Residential Code, the International Building Code, Uniform Plumbing Code, National Electrical Code, and Uniform Mechanical Code in the form adopted by the city council as they relate to construction activity within the city.
- (6) Coordinating enforcement activities with the department of public safety for all construction affected by the housing code, life safety code and minimum housing quality standards.
- (7) Supervising the city's code enforcement program.
- (8) Supervising the design and construction of all city buildings and other structures.
- (9) Managing and supervising the city's stormwater management program in conjunction with the city engineer.

(Code 2017, § 2-503; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-745. Acting building official.

Whenever the building official is out of the city, or unable to act on account of sickness or for any other reason, including those periods of time when the city council has not appointed a building official, the building official or director of community development shall appoint a designee who shall have and exercise all the powers and duties of the building official.

(Code 2017, § 2-504; Ord. No. 2825, § 2, 6-23-2014)

DIVISION 5. RECREATION AND COMMUNITY PROGRAMS DIVISION

Sec. 2-778. Created.

The recreation and community programs division of the department of community development for the city is hereby created.

(Code 2017, § 2-601; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-779. Powers and duties.

- (a) It shall be the duty of the recreation and community programs division of the department of community development to provide active and passive leisure services for the citizens of the city.
- (b) The division shall have the power to operate the city's recreation centers, swimming pools, recreational facilities and golf courses, and their associated programs.

(Code 2017, § 2-602; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-780. Manager.

- (a) *Appointment.* A recreation and community programs division manager shall be appointed by the director of community development and shall be directly responsible to the director of

community development. Such appointment shall be in accordance with all statutory civil service procedures.

- (b) *Powers and duties.* The recreation and community programs division manager shall supervise, direct and manage the recreation and community programs division, which is composed of the aquatic, golf, and recreation sections. The manager's powers and duties shall be as follows:
- (1) To promulgate orders, rules and regulations for the conduct and guidance of the members of the recreation and community programs division within the parameters of departmental policy.
 - (2) To make an annual report of the activities of the division for each year, to be filed with the community development director.
 - (3) To assign the personnel of the recreation and community programs division as deemed necessary to carry out the functions of the recreation and community programs division, and to prescribe rules and regulations for the conduct and management of the division consistent with the department's policies.
 - (4) To oversee the contract with the golf pro in conjunction with the operations and maintenance manager.
 - (5) To provide a full range of active and passive recreational programs, available to all age groups, which provides social, educational and competitive enrichment to the participants.
 - (6) To maintain and operate the city's recreational center and public swimming pools.
 - (7) To provide a full range of aquatic programs, available to all age groups, which are coordinated with the public school system and private clubs to provide social, educational and competitive enrichment to all participants.
 - (8) To perform or cause to be performed any other duties as directed by the director of community development.
 - (9) To supervise the work and performance of all private concessionaires or private recreation service contractors authorized by the city council to have operation rights to city recreational facilities.

(Code 2017, § 2-603; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-781. Acting manager.

Whenever the recreation and community programs division manager is out of the city, or unable to act on account of sickness or for any other reason, including those periods of time when the community development director has not appointed a recreation and community programs division manager, the recreation and community programs division manager or the community development director shall appoint a designee who shall have and exercise all the powers and duties of the recreation and community programs division manager.

(Code 2017, § 2-604; Ord. No. 2825, § 3, 6-23-2014)

Section 2. Article VII, Department of Municipal Operations and Programs, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Article VII, Department of Public Works, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is enacted in lieu thereof, as follows:

ARTICLE VII. DEPARTMENT OF PUBLIC WORKS

Division 1. Generally

Sec. 2-808. Created.

There is hereby established in the city the department of public works. The administration of the department shall be integrated into and made a part of the regular city administration, and shall be coordinated with all other departments.

(Code 2017, § 2-541; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-809. Duties.

It shall be the duty of the public works department to provide, operate and maintain:

- (1) Public streets, bridges, parking lots, sidewalks and rights-of-way, exclusive of class I medians and sidewalks, including those maintained by private property owners in accordance with city ordinance.
- (2) Collection and disposal of residentially generated refuse, commercial refuse collection and disposal specifically contracted by a commercial establishment and the city, and the operation of the city's refuse transfer station.
- (3) City motor pool operations for all departments, including maintenance, purchase or lease of all motorized licensed vehicles and special equipment not specifically assigned to a department.
- (4) All public buildings under city ownership except those controlled by Sartori Hospital or the city utilities.
- (5) Traffic signs, signals and pavement markings.
- (6) Other public structures, programs or facilities specifically assigned by the mayor or city council.
- (7) Professional civil engineering services encompassing supervision of engineering consultants; establishment of street grades and benchmarks; maintenance of field notes for all improvements installed; design of public improvements including the preparation of costs, plans and specifications; inspection of all public improvements constructed; and maintenance of official city maps, profiles, papers, books and surveys.
- (8) Public grounds maintenance in city parks, city golf courses, riverfront land, street medians and any other public lands assigned by the mayor and city council.
- (9) All trees and shrubs in public places, and enforce all city regulations related to vegetation control within the city.
- (10) Cemeteries, including interments and the keeping of all pertinent records.

- (11) Water reclamation.
- (12) Operation and maintenance of public sanitary sewage collection and disposal facilities, including lift stations, force mains, treatment plants, sewer lines, manholes, detention basins and public septic tanks.

(Code 2017, § 2-542; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-810. Director of public works—Generally.

- (a) *Appointment.* The director of public works shall be recommended for appointment by the city administrator. The city administrator shall recommend this appointment to the mayor for city council approval.
- (b) *Powers and duties.*
 - (1) The director of public works shall supervise, direct and manage the conduct of the following divisions and sections:
 - a. Operations and maintenance.
 - b. Engineering services.
 - c. Water reclamation.
 - (2) The director is empowered to exert supervisory and management control over each division and is empowered to appoint a city engineer, operations and maintenance manager, and a water reclamation manager. The managers are individually charged by the director to carry out all of the statutory duties mandated by federal, state and local regulations affecting their respective divisions. The director is responsible for the establishment of broad policies related to departmental employee conduct, procedures, operations and the formation of programs which maintain and operate public facilities and structures assigned to the department. The director may peremptorily suspend, demote or discharge any subordinate under his or her direction for any lawful reason.
 - (3) The director shall be responsible for the preparation and administration of the departmental work program and budgets to ensure that all statutory and subsidiary programs are implemented by the division responsible. All purchases initiated by any division for any operation or program shall be approved by the director prior to submission to the city council for payment.
 - (4) The director shall perform all other duties assigned by the city administrator, mayor and city council and shall be under the direct administrative supervision of the city administrator.

(Code 2017, § 2-543; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-811. Director of public works—Duties relative to boards and commissions.

The director or designee shall meet regularly with and furnish such assistance and information to the following commissions, boards, committees and other organizations when necessary:

- (1) Parks and recreation commission.

- (2) County solid waste management commission.
- (3) Big Woods Lake Park and campground boards.
- (4) Joint governance committee for the UNI demonstration area.
- (5) Any applicable federal and state agencies.

(Code 2017, § 2-544; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-812. Acting director of public works.

Whenever the director of public works is out of the city, or is unable to act for any reason, including those periods of time when the city administrator has not appointed a director of public works, the director of public works or city administrator shall designate an acting director. The acting director shall have and exercise all the powers and duties of the director.

(Code 2017, § 2-545; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-813. Authority of council.

All final authority over the administration and policy of the department of public shall be retained and exercised by the city council.

(Code 2017, § 2-546; Ord. No. 2825, § 3, 6-23-2014)

DIVISION 2. OPERATIONS AND MAINTENANCE DIVISION

Sec. 2-835. Created.

The operations and maintenance division of the department of public works for the city is hereby created.

(Code 2017, § 2-566; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-836. Duties.

It shall be the duty of the operations and maintenance division of the department of public works to construct, maintain and repair all streets, storm sewers and sanitary sewers; provide for refuse collection and disposal; maintain public buildings, maintain municipal vehicles and equipment, and provide public grounds maintenance in city parks, city golf courses, public riverfront land, class I street medians and rights-of-way and city-owned cemeteries, and public arboriculture.

(Code 2017, § 2-567; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-837. Manager of operations and maintenance.

- (a) *Appointment.* The manager of operations and maintenance shall be appointed by and shall be directly responsible to the director of public works. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Duties.* The manager of operations and maintenance shall supervise, direct and manage the operations and maintenance division, composed of the refuse, street, traffic operations, public buildings, vehicle maintenance, parks, cemetery, and golf course maintenance sections. The manager's duties shall be as follows:
 - (1) Providing for the repair of all streets, sidewalks, bridges and parking lots to ensure that they are kept in a reasonably safe condition.
 - (2) Inspecting all sewers in operation in the city at frequent and regular intervals in a systematic manner to ensure that all parts of the system and its appurtenances are kept in working order. In case of any defect in the operation of any sewer due to stoppage or break, repairs shall be made without delay.
 - (3) Providing for the safe and sanitary collection and disposal of all residentially generated refuse and for the disposal of all refuse generated by private individuals or commercial enterprises who contract with the city for disposal.
 - (4) Maintaining all designated city vehicles and equipment through a central vehicle and equipment pool.
 - (5) Providing for snow removal, ice control and leaf collection on public streets.
 - (6) Operating and maintaining all public traffic signals.
 - (7) Providing and maintaining, in conformance with city ordinances and chapter 23, all traffic signs and pavement markings.
 - (8) Maintaining all public buildings assigned to the division, including janitorial activity.
 - (9) Designing all city parks and public landscaping in association with the needs of the director of public works and other public entities.
 - (10) Coordinating the city pesticide application program in conformance with state and federal regulations.
 - (11) Supervising the maintenance, compilation and preservation of accurate cemetery interment and lot sales records through supervision of the cemetery section.
 - (12) Coordinating the care and maintenance of all city arboricultural needs in conformance to city ordinance by serving as the city arborist, delegating specific duties to the arborist section.
 - (13) Managing all public grounds, including parks, cemeteries, golf courses, class I street rights-of-way and medians, public driveways, storm sewers, catchbasins, dams, flood control properties, and stormwater detention basins, riverfront lands and other property assigned by the mayor and city council.
 - (14) Promulgating orders, rules and regulations for the conduct and guidance of the members of the operations and maintenance division within the parameters of departmental policy.
 - (15) Making an annual report of the activities of the division to the public works director.

- (16) Assigning the personnel of the operations and maintenance division as deemed necessary to carry out the functions of the division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.
- (17) Performing or causing to be performed any other duties as directed by the director of public works.
- (c) *Powers.* The manager of operations and maintenance shall have power to appoint, if necessary, supervisors for the following sections: streets, traffic , refuse, cemetery, parks, golf, and buildings.

(Code 2017, § 2-568; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-838. Acting manager of operations and maintenance.

Whenever the operations and maintenance division manager is out of the city, or is unable to act on account of sickness or for any other reason, including those periods of time when the public works director has not appointed an operations and maintenance manager, the manager of operations and maintenance or the public works director shall appoint an acting manager who shall have and exercise all the powers and duties of the manager of operations and maintenance.

(Code 2017, § 2-569; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-839. Authority to impose restrictions on vehicle weight or temporarily close streets.

- (a) Whenever any street within the city, by reason of deterioration, rain, snow or other climatic conditions, may be seriously damaged or destroyed unless the use of vehicles thereon is prohibited or the permissible weights thereof reduced, the operations and maintenance manager shall, without direction from the council, for a period not to exceed 90 days, prohibit the operation of vehicles or impose restrictions as to the weight of vehicles to be operated on any such street, and shall erect or cause to be erected and maintain signs giving notice of such restrictions at each end or portion of the street affected.
- (b) Whenever signs are erected giving notice of such closures, no person shall disobey the restriction stated on such signs.

(Code 2017, § 2-570; Ord. No. 2825, § 3, 6-23-2014)

Sec. 2-840. Report of cost of improvements when cost charged to abutting property.

In case any improvement is ordered by the council, and the cost thereof is to be charged to the abutting property, the operations and maintenance manager shall make an itemized report of the cost of such improvement to the council within ten days after completion of the improvements.

(Code 2017, § 2-571; Ord. No. 2825, § 3, 6-23-2014)

DIVISION 3. ENGINEERING SERVICES DIVISION

Sec. 2-863. Created.

The engineering services division of the department of public works for the city is hereby created.

(Code 2017, § 2-481; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-864. Powers and duties.

- (a) It shall be the duty of the engineering services division of the department of public works to provide a full range of professional engineering services for all city departments and public projects.
- (b) The division shall have the power to design, inspect, survey and map all city infrastructures.

(Code 2017, § 2-482; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-865. City engineer.

- (a) *Appointment.* A city engineer shall be appointed by the public works director and shall be directly responsible to the director of public works. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Qualifications.* The person appointed to the office of city engineer shall be a professional civil engineer licensed by the state and fully qualified to practice within the state. One hundred and eighty days shall be provided from the date of appointment to qualify as provided by law.
- (c) *Duties.* The city engineer shall supervise, direct and manage the engineering services division. The city engineer's duties shall be as follows:
 - (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the engineering services division within the parameters of departmental policy.
 - (2) Making an annual report of the activities of the division to the public works director.
 - (3) Assigning the personnel of the engineering services division as deemed necessary to carry out the functions of the engineering services division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.
 - (4) Performing or causing to be performed any other duties as directed by the director of public works.
 - (5) Being in full charge of all public improvements ordered by the city council and preparing estimates of costs, plans and specifications and presenting such information to the council for approval, and supervising the construction of such improvements in accordance with the plans and specifications and, upon completion, preparing a final

report for the council giving in detail the itemized final costs and other pertinent facts of such improvements.

- (6) Making all necessary surveys of streets, alleys, avenues and public squares, and other surveys when required by the council, showing the lines, dimensions, names of streets, lots and blocks and other pertinent facts.
- (7) Taking the necessary levels and measurements of all streets, alleys or avenues where the measurements have not already been done, for the purpose of establishing street grades, and preparing the necessary profiles and drawings showing the existing surface and the grades proposed and submitting the proposed grades to the council for approval and proper establishment of the grades by ordinance.
- (8) Creating a system so that notes of all surveys, levels, grades and other field work are kept in field notebooks. The notebooks shall be numbered in regular order and the notes entered in them in a manner which ensures that the work can be readily made out, and which shows in which part of the city the work has been done, giving the name of the street, number of the lot and block and exact location of lines or grades or whatever else pertains to the field work, that they may be clearly located on the ground. All calculations relating to the notes and surveys shall appear on the pages of the field books.
- (9) Requiring that benchmarks are to be placed upon some solid and secure point readily reached from the adjoining streets which identify the levels and grades. These reference marks shall preserve the survey of the streets, blocks and lots, in a clear description made in field books.
- (10) Assist with maintaining official city maps and keeping the maps in a correct and up-to-date fashion showing new additions, streets, alleys, avenues, public squares, public buildings, bridges, streams and other pertinent objects.
- (11) Preserving in the office all field notes, maps, plans, profiles, papers, books, writings, and records, and arranging and indexing the records in a manner which allows ready reference. All field books kept by the engineer and all necessary blanks for records, maps and plans used by the city engineer in the discharge of the official duties shall be furnished at the expense of the city, and such books, records and files shall be the exclusive property of the city, and at the expiration of the term of office or the resignation or removal of the city engineer he shall turn over the books, records and files to his successor, or to some person duly authorized to receive the books, records and files for the city.
- (11) Carefully entering all construction data of all public improvements into the permanent office records. Such records shall include the location of extensions of sewer lines, streets and other public improvements.
- (12) Reviewing all proposed subdivisions submitted for approval to the city planning and zoning commission and the council and examining such subdivisions carefully as to their compliance with good engineering practices and to the subdivision regulations, and informing the commission and the council in writing as to the findings and compliance with the subdivision regulations.
- (13) Coordinating the design, inspection and construction of all road and street projects with the state, federal and local government authorities and the respective professional design and inspection consultants and contractors.

- (14) Managing and supervising the city's stormwater management program in conjunction with inspection services.
- (15) Supervising the design and construction of all city infrastructure, including wastewater treatment facilities, force mains, levees, and lift stations.

(Code 2017, § 2-483; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-866. Acting city engineer.

Whenever the city engineer is out of the city, or unable to act on account of sickness or for any other reason, including those periods of time when the public works director has not appointed a city engineer, the city engineer or director of public works shall appoint a designee who is qualified to exercise all the powers and duties of the city engineer.

(Code 2017, § 2-484; Ord. No. 2825, § 2, 6-23-2014)

DIVISION 4. WATER RECLAMATION DIVISION

Sec. 2-874. Created.

The water reclamation division of the department of public works for the city is hereby created.

(Code 2017, § 2-521; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-875. Duties.

It shall be the duty of the water reclamation division of the department of public works to provide for the safe and sanitary treatment and disposal of sewage collected by public facilities.

(Code 2017, § 2-522; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-876. Water reclamation manager.

- (a) *Appointment.* A manager of water reclamation shall be appointed by and shall be directly responsible to the director of public works. Such appointment shall be in accordance with all statutory civil service procedures. The manager will also serve as the superintendent of water reclamation.
- (b) *Duties.* The manager of water reclamation shall supervise, direct and manage the water reclamation division. The manager's duties shall be as follows:
 - (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the water reclamation division within the parameters of departmental policy.
 - (2) Making an annual report of the activities of the division to the public works director.
 - (3) Assigning the personnel of the water reclamation division as deemed necessary to carry out the functions of the water reclamation division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.
 - (4) Operating and maintaining all public sewage treatment and pumping facilities, including septic tanks, lift stations, detention basins and the main plant, in conformance with state discharge permits and federal regulations.

- (5) Performing or causing to be performed any other duties as directed by the director of public works.

(Code 2017, § 2-523; Ord. No. 2825, § 2, 6-23-2014)

Sec. 2-877. Acting manager of water reclamation.

Whenever the water reclamation manager is out of the city, or is unable to act on account of sickness or for any other reason, including those periods of time when the public works director has not appointed a water reclamation manager, the manager of water reclamation or the public works director shall appoint an acting manager who shall have and exercise all the powers and duties of the manager of water reclamation.

(Code 2017, § 2-524; Ord. No. 2825, § 2, 6-23-2014)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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MEMORANDUM

Legal Services Division

TO: Mayor Brown, City Council
FROM: Kevin Rogers, City Attorney
DATE: May 3, 2019
SUBJECT: Reorganization Ordinances

You will recall that I provided to you a memorandum a couple weeks ago summarizing the Code of Ordinance changes made necessary by reorganization. The attached Ordinance is one of four being presented for first consideration during the regular Council meeting on May 6, 2019.

This particular Ordinance carries out the change in name from the Department of Municipal Operations and Programs to the Department of Public Works. As you can see, many Code of Ordinance changes were necessary.

Let me know if you have any questions.

ORDINANCE NO. _____

AN ORDINANCE REPEALING THE FOLLOWING SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF, NEW SECTIONS WITH THE SAME NUMERICAL DESIGNATION AS THOSE REPEALED: **(1).** SECTION 2-218, POWER AND DUTIES, OF DIVISION 3, RULES OF PROCEDURE, OF ARTICLE II, CITY COUNCIL, OF CHAPTER 2, ADMINISTRATION; **(2).** SECTION 7-307, FILING OF CONSENTS TO ROUTE, SECTION 7-311, ISSUANCE, AND SECTION 7-312, DENIAL, OF DIVISION 3, PERMIT, ALL CONTAINED IN CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS; **(3).** SECTION 10-1, DEFINITIONS, SECTION 10-3, CONTAINERS; PLACEMENT FOR COLLECTION; PLACEMENT, SECTION 10-5, SERVICE CHARGES-ESTABLISHED, SECTION 10-8, UNSANITARY ACCUMULATIONS, UNSIGHTLY TRASH, REFUSE, YARD WASTE, OIL OR GREASE RECYCLING CONTAINERS OR DUMPSTERS, AND SECTION 10-13, PRIVATELY OWNED OR LEASED TRASH DUMPSTERS OR RECEPTACLES IN CITY PARKING LOTS, OF ARTICLE I, IN GENERAL, ALL CONTAINED IN CHAPTER 10, GARBAGE AND REFUSE; **(4).** SECTION 15-83, GENERAL NOISES PROHIBITED, OF ARTICLE III, NOISE, OF CHAPTER 15, NUISANCES; **(5).** SECTION 17-76, DUTIES OF CEMETERY SUPERVISOR AND SECTION 17-99, TRAFFIC REGULATIONS, BOTH OF DIVISION 3, CEMETERY SECTION, OF ARTICLE II, ARBORIST AND CEMETERY SECTIONS; AND SECTION 17-196, PUBLIC FACILITIES ESTABLISHED, MANAGEMENT, SECTION 17-197, PERMITS, SECTION 17-199, MISCELLANEOUS PROHIBITED ACTS, SECTION 17-200, TRAFFIC REGULATIONS, SECTION 17-201, CAMPING, SECTION 17-202, HUNTING, TRAPPING AND FISHING, SECTION 17-203, ADVERTISING, SECTION 17-204, CONCESSIONS, SECTION 17-205, USE OF PUBLIC ADDRESS SYSTEMS AND AMPLIFYING DEVICES, SECTION 17-206, DISSEMINATION OF MATERIALS OR INFORMATION TO THE PUBLIC, SECTION 17-207, RESERVATION OF PARK AREAS AND FACILITIES, AND SECTION 17-208, POSSESSION OF BEER OR OTHER INTOXICATING LIQUOR, SECTION 17-209, AUTHORIZED OFF-LEASH DOG EXERCISE FACILITY AND SECTION 17-210, SPECIAL EVENTS IN GATEWAY PARK SPACE, OF ARTICLE V, PARK REGULATIONS; AND SECTION 17-246, NOXIOUS WEEDS PROHIBITED; EXCEPTIONS, AND SECTION 17-247, FAILURE TO DESTROY NOXIOUS WEEDS; RIGHT TO HEARING; DESTRUCTION BY CITY, OF ARTICLE VI, TREES AND SHRUBS; AND SECTION 17-275, RECREATIONAL TRAILS, OF ARTICLE VII, ARTIFICIAL LAKES AND RECREATIONAL TRAILS, ALL CONTAINED IN CHAPTER 17,

PARKS AND RECREATION; **(6).** SECTION 19-73, STORAGE OF BUILDING MATERIALS, AND SECTIONS 19-74, CERTAIN COMMERCIAL USE OF PUBLIC SIDEWALKS, OF DIVISION 1, GENERALLY, AND SECTION 19-94, USE OF PUBLIC SIDEWALKS FOR SIDEWALK CAFES AND SECTION 19-97, REVIEW OF APPLICATION, OF DIVISION 2, SIDEWALK CAFES, OF ARTICLE III, OBSTRUCTIONS; AND SECTION 19-185, REMOVAL OF SNOW AND ICE, OF ARTICLE V, SIDEWALK CONSTRUCTION AND REPAIR, ALL CONTAINED IN CHAPTER 19, STREETS AND SIDEWALKS; **(7).** SECTION 23-71, DUTY TO ERECT AND MAINTAIN SIGNS, SECTION 23-72, AUTHORITY TO PLACE TRAFFIC CONTROL DEVICES, SECTION 23-73, PLACEMENT OF ONE-WAY STREET SIGNS, SECTION 23-74, MARKING OF TRAFFIC LANES, SECTION 23-75, MARKING OF TURN LANES, SECTION 23-76, PLACEMENT OF STOP SIGNS AT INTERSECTIONS, SECTION 23-77, ESTABLISHMENT OF CROSSWALKS AND SAFETY ZONES, SECTION 23-78, PLACEMENT OF STOP SIGNS AT SCHOOL ZONES, SECTION 23-79, ERECTION OF AUTOMATIC STOP SIGNALS AT SCHOOL ZONES, SECTION 23-80, PAINTING OF CURBS OR ERECTION OF SIGNS PROHIBITING PARKING OR STANDING, SECTION 23-81, REGULATION OF PARKING ADJACENT TO SCHOOLS, SECTION 23-82, ESTABLISHMENT OF TEMPORARY NO PARKING ZONES AND ONE-WAY STREETS, SECTION 23-83, MARKING OF PARKING SPACES, OF DIVISION 2, DEPARTMENT OF MUNICIPAL OPERATIONS AND PROGRAMS TRAFFIC STANDARDS, OF ARTICLE II, ADMINISTRATION AND OBEDIENCE; AND SECTION 23-388, PROHIBITED PARKING DURING SNOW REMOVAL, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, ALL CONTAINED IN CHAPTER 23, TRAFFIC AND MOTOR VEHICLES; **(8).** SECTION 24-6, RELOCATION OF UTILITY FACILITIES UNDERGROUND, OF ARTICLE I, IN GENERAL, OF CHAPTER 24 UTILITIES; **(9).** CONFORMING TITLES TO SUBSECTIONS, SECTIONS, DIVISIONS, AND ARTICLES ACCORDINGLY.

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

Section 1. Section 2-218, Power and Duties, of Division 3, Rules of Procedure, of Article II, City Council, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and new Section 2-218 is enacted in lieu thereof, as follows:

Sec. 2-218. Power and duties.

The city administrator shall be the chief administrative officer (CAO) of the city, responsible to the mayor and city council for the management of all city affairs placed in the administrator's charge by city ordinance. The city administrator shall:

- (1) Direct and supervise the administration of all departments, offices and agencies of the city, except as otherwise provided by this Code or by law;
- (2) Appoint and suspend or remove all city employees and appointive administrative officers provided for by or under this Code, except as otherwise provided by law, this Code or personnel policies adopted by the city council. The city administrator may authorize any administrative officer subject to the administrator's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency;

- (3) Attend all city council meetings. The city administrator shall have the right to take part in discussion but shall not vote;
- (4) See that all laws, provisions of this Code, resolutions, ordinances and acts of the city council, subject to enforcement by the city administrator or by officers subject to the administrator's direction and supervision, are faithfully executed;
- (5) Recommend to the mayor and council such measures as the administrator may deem necessary for good efficient government and the general welfare of the city;
- (6) Have general supervision and direction of the administration of the following departments, offices, classifications, and services and be directly responsible to the mayor and council for the proper function of same:
 - a. Department of finance and business operations;
 - b. Department of public works;
 - c. Department of community development;
 - d. Department of public safety services;
 - e. Budget and capital improvements preparation and operation;
 - f. Purchasing, contracts and agreements as approved by council;
 - g. Administrative policies and procedures;
 - h. Personnel policies and procedures;
 - i. Labor agreements;
 - j. City legal representation and the prosecution of all code violations;
 - k. Risk management policies, procedures and claims resolution;
 - l. Economic development policies and procedures
 - m. All others as directed by council;
- (7) Supervise the performance of all contracts for work and services to be done for the city except as specified otherwise in said construction or service program involved;
- (8) Maintain an accounting of all obligations, agreements, commitments, and contractual franchises involving the city and report to the mayor and council any deviations from the exact terms as specified;
- (9) Be authorized to direct the purchasing of all commodities, materials, supplies, capital outlay, and services for all departments of the city that have been budgeted and appropriated by a resolution of the council and enforce a program to determine that such purchases are received and are of the quality and character called for in the order;
- (10) Require the taking of bids on all matters deemed advisable as required by law, or as directed by the council;
- (11) Have the power to hire, suspend, or discharge any employee over which the manager has, by this article, authority to appoint or employ, subject to civil service provisions and Iowa Code ch. 20 and city council concurrence where necessary;
- (12) Have the authority to employ any person for emergency purposes as deemed necessary for the welfare of the city, but in no case shall said employment be extended after the first council meeting following the date of employment, unless otherwise approved by vote of the council;
- (13) Supervise and manage all buildings, structures, and land under the jurisdiction of the council and shall also be charged with the care and preservation of all city-owned equipment, tools, machinery, appliances, supplies, and commodities under the control of employees or departments over which the city administrator has, by this division, specific authority;

- (14) Have the power to appoint, employ, transfer, promote, reclassify, recommend a rate of pay, discipline, or discharge all persons to city service, subject to civil service provisions and Iowa Code ch. 20 unless such power specifically assigned by law to another appointing authority;
- (15) Review and comment on personnel actions made by the police and fire chiefs to the mayor and city council;
- (16) Develop, administer, and enforce personnel rules and regulations for employees under the authority delegated to the office of city administrator;
- (17) At all times, be responsible for the maintenance of accurate and current records of all affairs of the departments under the administrator's jurisdiction, and in a form acceptable by the council. Copies of such reports shall be available for public inspection;
- (18) Assist the council committees in the execution of their reviews, investigations, reports and assignments, and perform in compliance with their directives; provided, same is not in conflict with established procedure governed by this division or not in conflict with existing city ordinances;
- (19) Perform duties and have direct authority on all matters delegated by council action;
- (20) Prepare and submit the annual budget and capital improvements program to the mayor for review based upon approved city council goals; implement the final budget as approved by city council;
- (21) Submit to the city council and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;
- (22) Make such other reports as the city council may require concerning operations;
- (23) Keep the city council fully advised as to the financial condition and future needs of the city;
- (24) Make recommendations to the city council concerning the affairs of the city and facilitate the work of the city council in developing policy;
- (25) Provide staff support services for the mayor and councilmembers;
- (26) Assist the council to develop long-term goals for the city and strategies to implement these goals;
- (27) Encourage and provide staff support for regional and intergovernmental cooperation;
- (28) Implement partnerships endorsed by the mayor and council that develop good public policy and the building of a sense of community;
- (29) Perform such other duties as are specified in this Code, state statute or may be required by the city council; and
- (30) Cooperate with, and give assistance requested by, the Sartori Memorial Hospital, Inc., board of directors, the board of trustees of the city public library, the city utilities board of trustees, or any other administrative agency, board, commission or committee of the city.

(Code 2017, § 2-176; Ord. No. 2824, § 3, 6-23-2014)

Section 2. Section 7-307, Filing of Consents to Route, Section 7-311, Issuance, and Section 7-312, Denial, of Division 3, Permit, of Article VI, Moving of Buildings, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety, and new Sections 7-307, 7-311, and 7-312 are enacted in lieu thereof, as follows:

Sec. 7-307. Filing of consents to route.

With the application for a permit to move a building, there shall be filed the consents to the routing by the telephone company, the city utilities, the fire operations division, the police operations division and the public works department, and, where the route crosses railroad property, consent must be obtained from the railroad involved.

(Code 2017, § 7-473)

Sec. 7-311. Issuance.

Upon the filing of the application for a permit to move a building, payment of the fee therefor and filing of bond, and upon approval of the proposed move by the city arborist, chief of police and the director of public works, the permit sought shall be issued by the building official.

(Code 2017, § 7-477)

Sec. 7-312. Denial.

- (a) When, in the judgment of the police operations division, the city arborist or the director of public works, the proposed building movement will result in an undue hazard to traffic, or undue damage to streets, avenues, boulevards, thoroughfares, highways, curbs, sidewalks, trees or other public or private property, or where it is determined by the building official that the relocation of the building is not in the best interests of the surrounding property owners due to age of the structure or the structure's architecture not being compatible with the existing buildings, the permit sought shall be denied, and the reasons therefor endorsed upon the application.
- (b) The permit to move a building shall also be denied if the structure will not comply with the provisions of this Code or other ordinances of the city or the laws of the state relating to electrical and plumbing requirements of new structures, unless the owner has obtained a permit to correct the violations, or if the power or telephone company refused to consent to the operations, or if the structure will not comply with the zoning chapters within the proposed location.

(Code 2017, § 7-478)

Section 3. Section 10-1, Definitions, Section 10-3, Containers; Placement For Collection; Placement, Section 10-5, Service Charges-Established, Section 10-8, Unsanitary Accumulations, Unsightly Trash, Refuse, Yard Waste, Oil Or Grease Recycling Containers Or Dumpsters, and Subsection 10-13, Privately Owned Or Leased Trash Dumpsters Or Receptacles In City Parking Lots, Of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety, and new Sections 10-1, 10-3, 10-5, 10-8 and 10-13 are enacted in lieu thereof, as follows:

Sec. 10-1. Definitions.

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

Business units means each separate establishment for carrying on a gainful occupation.

Garbage means solid waste consisting of animal, grain, fruit or vegetable matter used or originally intended for use as food.

Household units mean each dwelling unit as defined in section 11-30.

One-sided collection area means a group of dwellings, trailers, apartments or business establishments that have been designated by the director of public works as beneficial for collection of publicly owned garbage and yard waste containers in a single pass.

Person means each single person or head of each family occupying a separate dwelling unit, or each person, firm or corporation operating a separate business unit.

Premises means the property occupied by a separate household or business unit, whether or not the property is separately owned.

Refuse means all combustible inorganic waste material and rubbish such as papers, sweepings, rags, ashes, cinders and similar materials originating from ordinary household or business operations.

Yard waste means organic debris such as grass clippings, leaves, tree limbs, bark, branches, flowers, etc., that is produced as part of commercial or residential yard or garden operation, development or maintenance. The term "yard waste" does not include:

- (1) Tree stumps.
- (2) Garbage.
- (3) Floral and decorative products, manufactured or fabricated, or the waste byproducts incidental to their manufacture or fabrication, which include organic materials and other nonorganic wastes which are not practically separable. This exemption includes, but is not limited to, things such as flower arrangements, decorated potted plants, wreaths, bouquets, garlands and small bedding flats.

(Code 2017, § 12-1; Ord. No. 2387, § 1, 6-24-2002; Ord. No. 2896, § 1, 3-6-2017)

Sec. 10-3. Containers; placement for collection; penalty for violation.

- (a) Every owner or occupant of any private dwelling, trailer, apartment or business establishment shall have all garbage drained and bagged for deposit and placed in a publicly owned container, unless otherwise exempted from use of city collection service by the director of public works pursuant to section 10-2(3) and (4). All yard waste shall be placed in special publicly owned yard waste containers for automated pickup, except for leaves made available for a special fall leaf pickup on such schedule and in such manner as shall be determined by the city.
- (b) Unless otherwise specified by the director of public works, publicly owned garbage and yard waste containers shall be placed in a neat and orderly manner in the front of the premises at or near the curb line so as to allow the most convenient collection. All privately owned garbage and refuse containers shall likewise be placed in a neat and orderly manner in the front of the premises at or near the curb line or at the rear of the premises or near the edge of an alley, as the case may be. No publicly or privately owned garbage container, and no publicly owned yard waste container, shall be so placed prior to 6:00 p.m. on the day preceding collection and the same must be removed not later than 8:00 p.m. on the day of collection or as otherwise directed by the director of public works.
- (c) In areas designated by the director of public works as one-sided collection areas, all publicly owned garbage and yard waste containers shall be placed as provided for in subsection (b) of this section except that such containers shall be placed at or near the same curb line on the same side of the street or alley as indicated in the designation.
- (d) The director of public works shall have the authority to designate the proper placement for collection, if other than as provided for in subsection (b) of this section, of publicly and privately owned garbage containers and publicly owned yard waste containers for every private dwelling, trailer, apartment or business establishment, provided that the owner or occupant is given at least 30 days advance notice prior to the effective date of the designation.

(Code 2017, § 12-3; Ord. No. 2656, § 1, 5-27-2008; Ord. no. 2896, § 2, 3-6-2017)

Sec. 10-5. Service charges—Established.

- (a) *Household units.* The expense of garbage and refuse service and automated yard waste service shall be a charge against the owner or occupant of every household unit within the city in the amount of:
- (1) \$13.00 per month for non-automated garbage truck routes. This base charge allows the placement of two garbage units for weekly pickup. A garbage unit may be either a plastic bag or a commercial manufactured garbage can with a lid. The maximum size for a garbage unit shall not exceed 33 gallons or weigh more than 60 pounds. Each garbage unit in excess of the two allowed each week must have a city garbage bag tag attached in order to be picked up.
 - (2) Automated garbage refuse collection fees shall be as follows: \$9.00 per month for a city-issued 32 gallon garbage container, \$17.00 per month for a city-issued 68 gallon garbage container or \$26.50 per month for a city-issued 95 gallon container. One additional garbage unit may be placed on top of the automated cart if said unit has a city garbage bag tag attached and meets the size limits defined in subsection (a)(1) of this section.
 - (3) Automated yard waste collection fees shall be as follows: \$7.00 per container per dump for a city-issued 95 gallon yard waste container, increasing to \$10.00 per container per dump effective on and after July 1, 2013; provided, however, that effective on and after January 1, 2014, and during such time periods in the spring and fall of each year as shall be determined by the director of public works and announced to the public, such charge shall be one-half of the regular \$10.00 per container per dump fee, that is, \$5.00 per container per dump.
 - (4) Effective on and after July 1, 2013, bulk items left at the curb for city pick-up if the city is called for pick-up, shall be \$5.00 per stop, plus the per-unit charge for appliances, CRT monitors, and automobile, truck and tractor tires and rims, as provided in the chart in subsection (g) of this section. There shall be no charge for bulk items, other than appliances, brought to the city transfer station, except that the per-unit charge for appliances, CRT monitors, and automobile, truck and tractor tires and rims, as provided in the chart in subsection (g) of this section, shall apply.
 - (5) The owner or occupant of any household unit within the city may request one additional city-issued, 95-gallon yard waste container for such household unit, at a one-time, non-refundable fee of \$50.00. Such additional yard waste container shall at all times remain the property of the city. No more than a total of two yard waste containers shall be allowed for any household unit in the city.
- (b) *Residential units.* The expense of garbage and refuse service and automated yard waste service shall become a charge against the owner or occupant of every residential unit, at the same rate as is provided for household units in subsection (a) of this section, on a per-residential-unit basis or part thereof. A residential unit, for purposes of this subsection, shall consist of four people unrelated by blood, marriage or adoption.
- (c) *Churches and similar institutions.* The expense of garbage and refuse service and automated yard waste service shall become a charge against each church or similar institution which uses the garbage and refuse service or the automated yard waste service of the city, at the residential unit rate as established in section 10-5(a).
- (d) *Penalty for late payment.* There shall be assessed a penalty if the bill for garbage and refuse service or the automated yard waste service is not paid at the time indicated on the consumer's regular monthly utility bill. The penalty shall be in the same amount as authorized for municipal utilities under state law.
- (e) *Reduction for low-income households.* The owner or occupant of every household unit which meets the low-income requirement, as set by the U.S. Government, contained in the Section 8 Housing

Assistance Program of the city, may apply annually to the director of public works for, and be granted, a 50 percent reduction in the monthly garbage and refuse service charges as established in subsection (a)(2) of this section.

(f) *Collection of garbage and refuse at commercial or apartment buildings through the use of dumpsters.* The dumping fee for the use of dumpsters used to collect garbage and refuse at commercial or apartment buildings shall be in the amount of \$35.00 per dump.

(g) *Garbage and refuse and yard waste service charges.*

Christmas tree tags purchased for disposal of trees for pick-up at curb	\$1.25/each
Appliances brought to the city transfer station	\$7.50/each
Cathode ray tube monitors (computer and television monitors)	\$5.00/each
Automobile tire	\$2.50/each
With rim	\$5.00/each
Truck or tractor tire	\$6.50/each
With rim	\$9.00/each
Purchase of empty bags for sand at the city transfer station	\$0.50/each
Yard waste containers (other than city-issued containers) brought to the city transfer station	\$0.75/each
Garbage bag tags placed on top of cart at curb	\$1.25/each
Dumping of commercial or apartment dumpsters	\$35.00/per dump
Three yard containers	\$35.00/per dump
Solid waste disposal bags brought to the city transfer station	\$0.75/each
Demolition	\$59.15/ton
Solid waste	\$57.50/ton
Yard waste	\$29.50/ton
Scale charge	\$3.00
Cart delivery; exchanging automated carts (this charge will be	\$20.00

implemented if resident continues to change sizes)		
Leaf vacuum service		\$50.00
Asphalt shingles free of contaminants brought to shingle recycling site at city transfer station		\$30.00/ton
Minimum tipping fees at the city transfer station:		
	Solid waste up to 260 pounds	\$7.00/dump
	Yard waste up to 400 pounds	\$7.00/dump
Demolition dumping at the city transfer station		\$59.15/ton
Asphalt shingles containing contaminants dumped at shingle recycling site at city transfer station		\$59.15/ton plus \$10.00/ton service charge
Additional yard waste container (no more than a total of two; non-refundable fee)		\$50.00

- (h) *The placing of or failure to remove garbage or yard waste container within specified time limits.* The placing of or failure to remove a garbage or yard waste container as required in section 10-3(b) shall result in a service charge of \$5.00 per occurrence to be assessed to the owner or occupant of any private dwelling, trailer, apartment or business establishment, the same to be collected as provided in section 10-6.
- (i) *Asphalt shingle recycling.* An asphalt shingle recycling site at the city transfer station shall be provided in order to accept asphalt shingles for recycling. Asphalt shingles which are free of contaminants which include, but are not limited to, wood, metal flashing, shingle wrappers, trash or other debris, shall be accepted for recycling at the city transfer station at a favorable tipping fee, as set forth in the table contained in subsection (g) of this section. However, asphalt shingles containing contaminants which are dumped at the shingle recycling site at the city transfer station shall be subject not only to the normal tipping fee for demolition dumping at the city transfer station, but shall also be subject to a \$10.00 per ton service charge all as set forth in the table contained in subsection (g) of this section.

(Code 2017, § 12-5; Ord. No. 2795, § 1, 6-24-2013; Ord. No. 2821, §§ 1, 2, 6-9-2014; Ord. No. 2840, §§ 1, 2, 3-16-2015; Ord. No. 2896, § 4, 3-6-2017)

Sec. 10-8. Unsanitary accumulations, unsightly trash, refuse, yard waste, oil or grease recycling containers or dumpsters.

It shall be unlawful for any person to permit to accumulate on any premises, improved or vacant, or on any public property in the city, such quantities of garbage and refuse, or of yard waste, either in containers or not, as shall, in the opinion of the county board of health, constitute a health or sanitation

hazard. All trash, refuse, yard waste must be kept entirely within an approved refuse container. It shall be unlawful for any person to permit to exist on any private premises, improved or vacant, or on any public property in the city, any trash, refuse, yard waste, or oil or grease recycling container, or trash dumpster, privately owned or publicly owned, in an unsightly condition, whereupon the director of public works or designee may, in his or her discretion, require such person to erect or construct an enclosure to screen such unsightly container or dumpster from public view.

(Code 2017, § 12-8; Ord. No. 2387, § 1, 6-24-2002; Ord. No. 2880, § 1, 9-19-2016; Ord. No. 2896, § 5, 3-6-2017)

Sec. 10-13. Privately owned or leased trash dumpsters or receptacles in city parking lots.

- (a) Any person who desires to place a privately owned or leased trash dumpster or receptacle upon a space in a municipally owned or leased off-street parking lot within the city shall first file an application for a permit with the city clerk, and shall pay an annual permit fee therefor, in such amount as shall be determined from time to time by resolution of the city council. The application and an accompanying diagram or site plan shall be submitted by such person, and shall show the size of the trash dumpster or receptacle, and the location of the proposed placement of the trash dumpster or receptacle within the municipal parking lot.
- (b) Issuance of an annual permit for a private trash dumpster or receptacle by the city clerk shall be subject to approval of the city director of municipal operations and programs. A permit issued under this section shall be issued for a period of one year, and may be renewed by the permit holder upon filing of an application for renewal of the permit before its expiration, and by payment of the required annual fee. The application for renewal shall state whether or not any of the terms of the original application or permit is proposed to be revised, and if so, the particulars of the proposed revisions.
- (c) The city shall designate certain spaces or areas, within various municipally owned or leased off-street parking lots within the city, upon which such trash dumpsters or receptacles may be placed. Such designation shall include appropriate painting on the parking lot surface and/or appropriate signage, delineating the area and use for such space. The city may limit the number and size of such spaces or areas within a particular lot or lots in the city, and the number of permits issued under this section, and may completely exclude provision for any such spaces or areas within a particular lot or lots, in its sole discretion, if deemed necessary to maintain adequate access, to safeguard pedestrian and traffic safety, to preserve the aesthetic quality of the municipal parking lot or the surrounding area, to preserve space for vehicular parking, or for any other valid public purpose or purposes.
- (d) The director of public works or designee shall order the immediate removal of any trash receptacle or dumpster owned or leased by a permit holder, in the event that the permit for such trash dumpster or receptacle has expired, or the annual fee has not been paid to the city, or in the event such trash dumpster or receptacle is causing a hazard to public safety, health, or welfare, or is causing damage to public property, including damage to the surface or curbing of the parking lot or of any publicly-owned fixtures located thereon, or is in any other manner interfering with proper maintenance of the parking lot, including removal of ice and snow from the municipal lot or other adjacent public property. If any such trash receptacle or dumpster is in an unsightly condition, the director of public works or designee may, in his or her discretion, require the permit holder to erect or construct an enclosure to screen such unsightly trash receptacle or dumpster from public view.
- (e) The city shall have no responsibility regarding the depositing of trash within any privately owned or leased trash dumpster or receptacle which is placed on a municipal lot as provided in this section, shall have no responsibility for removal of the trash from such dumpster or receptacle (unless the permit holder has made arrangements for removal of such trash by the city as provided in this article), and shall have no responsibility for determining any arrangements for rental, use, maintenance, repair, or replacement of such dumpster or receptacle, all of which shall be the responsibility of either the permit holder or the private firm responsible for removal of the trash therefrom.

- (f) Any person who places, or causes to be placed, a privately owned or leased trash dumpster or receptacle in or upon any municipally leased or owned off-street parking lot within the city in any way contrary to the provisions of this section shall be deemed to have committed a municipal infraction, and shall be subject to a civil penalty as punishable as provided in section 1-9(a).

(Code 2017, § 12-13; Ord. No. 2770, § 1, 7-9-2012; Ord. No. 2880, § 2, 9-19-2016; Ord. No. 2896, § 6, 3-6-2017)

Section 4. Section 15-83, General Noises Prohibited, Of Article III, Noise, of Chapter 15, Nuisances, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and new Section 15-83 is enacted in lieu thereof, as follows:

Sec. 15-83. General noises prohibited.

- (a) *Standards for determination of violation.* It shall be unlawful for any person to permit, make, continue or cause any excessive or unusually loud noise or any noise which annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of reasonable people within the limits of the city. The standards which shall be considered in determining whether a violation exists shall include the following:
- (1) The sound pressure level of the noise.
 - (2) Whether the origin of the noise is natural or manmade.
 - (3) The sound pressure level of the background noise.
 - (4) The proximity of the noise to residential sleeping facilities.
 - (5) The nature and zoning of the area within which the noise emanates.
 - (6) The time of the day or night the noise occurs.
 - (7) Whether the noise is recurrent, intermittent or constant.
- (b) *Specific acts or conditions prohibited.* Each of the following acts, among others, is hereby declared to be in violation of this article and is prohibited. The following enumerated acts shall not be construed as limiting or precluding enforcement of any other provisions of this article:
- (1) *Unnecessary sounding of horns or signaling devices.* The sounding of any horn or signaling device on any automobile, motorcycle, bus or other vehicle on any street or public place of the city, except as a danger or alerting signal, and the sounding of any such device for an unnecessary and unreasonable period of time.
 - (2) *Loud operation of radios, phonographs, etc.* The using, operating or permitting to be placed, used or operated of any radio receiving set, musical instrument, phonograph or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of reasonable people.
 - (3) *Use of loudspeakers or amplifiers for advertising.* The using, operating or permitting to be played, used or operated of any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier or other machine or device for producing or reproducing of sound which is broadcast upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any structure or event.
 - (4) *Keeping noisy animals and fowl.* The keeping, upon any premises owned, occupied or controlled by any person, of any animal or fowl otherwise permitted to be kept which, by any sound or cry, shall cause annoyance or discomfort to a reasonable person of normal sensibilities.

- (5) *Operation of defective or improperly loaded vehicle.* The use of any automobile, motorcycle or vehicle so out of repair or so loaded in such manner as to create loud and unnecessary grating, grinding, rattling or other noise.
- (6) *Excessive noise in loading or unloading.* The creation of a loud and excessive noise in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates and containers.
- (7) *Creation of noise near schools, courts, churches or hospitals.* The creation of loud and excessive noise on any street adjacent to any school, institution of learning, church or court while the school, institution, church or court is in use, or adjacent to any hospital, which unreasonably interferes with the workings of such institution or which disturbs or unduly annoys patients in the hospital.
- (8) *Use of drums or other instruments to attract attention.* The use of any drum or other instrument or device for the purpose of attracting attention by creation of noise to any performance, show, sale or event. This subsection shall not apply to a drum used in an authorized parade in the city.
- (9) *Construction or repair of buildings, structures and streets during certain hours.* The erection, including excavation, demolition, alteration or repair of any building, structure or street other than between the hours of 7:00 a.m. and 10:00 p.m., Monday through Saturday, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the director of community development or the director of public works or their authorized agent, which permit may be granted for a period not to exceed three days or less while the emergency continues, and which permit may be renewed for periods of three days or less while the emergency continues. If the director of community development or the director of public works or their authorized agent should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building, or the excavation of streets and highways, within the hours of 10:01 p.m. and 6:59 a.m., and if he shall further determine that loss or inconvenience would result to any interested party, he may grant permission for such work to be done within the hours of 10:01 p.m. and 6:59 a.m., upon application being made at the time the permit for the work is awarded or during the progress of the work. This subsection will not apply to the performance of necessary emergency work.
- (10) *Operation of pile drivers, hammers, etc., during certain hours.* Except as provided in subsection (b)(9) of this section, the operation between the hours of 6:00 p.m. and 6:00 a.m. of any piledriver, steamshovel, pneumatic hammer, derrick, power hoist or other construction equipment. Such equipment shall at all times be equipped with an effective muffling device.
- (11) *Repairing vehicle during certain hours.* The repair or rebuilding of any motor vehicle within any residential area of the city between the hours of 9:00 p.m. and 8:00 a.m. in such a manner that a reasonable person of normal sensitivities residing in the area is caused discomfort or annoyance.
- (12) *Discharge of unmuffled exhaust.* The discharge into the open air of the exhaust of any steam engine, internal combustion engine, motorboat or motor vehicle, or discharge of air or other gases, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.
- (13) *Unlawful use of buildings.* No person owning or in possession of or in control of any building or premises shall use the building or premises, permit the use of the building or premises or rent the building or premises to be used for any business or employment or residential use, or for any purpose of pleasure or recreation, if such use shall by the noise generated therefrom exceed the noise limitations provided in section 15-85.
- (14) *Unnecessary use of engine brakes.* The use of a Jacob brake or any other engine brake within the city limits, except as required for safety purposes.
- (15) *Use of stationary machinery producing excessive noise.* It shall be unlawful for any person to operate any immobile machinery, equipment, pump, fan or similar mechanical device in any manner so as to create any noise which would cause the noise level at any portion of the

property line of any property to exceed the maximum noise levels in the use zones described in section 15-85(a), provided that this subsection shall not apply to temporarily placed equipment, which shall be subject to the levels outlined in section 15-81.

(Code 2017, § 18-74)

Section 5. Section 17-76, Duties of Cemetery Supervisor and Section 17-99, Traffic Regulations, of Division 3, Cemetery Section, of Article II, Arborist and Cemetery; and Section 17-196, Public Facilities Established, Management, Section 17-197, Permits, Section 17-199, Miscellaneous Prohibited Acts, Section 17-200, Traffic Regulations, Section 17-201, Camping, Section 17-202, Hunting, Trapping and Fishing, Section 17-203, Advertising, Section 17-204, Concessions, Section 17-205, Use of Public Address Systems and Amplifying Devices, Section 17-206, Dissemination of Materials or Information to the Public, Section 17-207, Reservation of Park Areas and Facilities, and Section 17-208, Possession of Beer or Other Intoxicating Liquor, of Article V, Park Regulations; and Section 17-246, Noxious Weeds Prohibited; Exceptions, and Section 17-247, Failure To Destroy Noxious Weeds; Right To Hearing; Destruction By City, of Article VI, Trees and Shrubs; and Section 17-275, Recreational Trails, of Article VII, Artificial Lakes and Recreational Trails, all contained in Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety, and new Sections 17-76, 17-99 17-197, 17-199, 17-200, 17-201, 17-202, 17-203, 17-204, 17-205, 17-206, 17-207 and 17-208, 17-246, 17-247, and 17-275 are enacted in lieu thereof, as follows:

Sec. 17-76. Duties of cemetery supervisor.

The supervisor of cemeteries shall:

- (1) See that the rules and regulations concerning all cemeteries owned and operated by the city are enforced.
- (2) Perform such duties as are required by ordinance and as the council and director of public works shall direct.
- (3) See that the rules and regulations concerning all cemeteries are at all times strictly complied with and report to the director of public works any infractions of the rules and regulations on the part of an owner or any other person.
- (4) Keep all lots, streets, paths and grounds in the occupied part of the cemeteries mowed during the entire growing season.
- (5) Do all proper acts necessary to maintain the grounds set apart for the burial of the dead in a neat, clean and attractive condition at all times.

(Code 2017, § 20-107; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-99. Traffic regulations.

No person in a cemetery shall:

- (1) Operate a vehicle at a rate of speed exceeding ten miles per hour.
- (2) Operate any vehicle on any area except the established cemetery roads or parking areas or such other areas as may be specifically designated by the director of public works or designee.
- (3) Operate a snowmobile, all-terrain vehicle or similar equipment, unless operated by an employee or agent of a public or private agency for the purposes of providing emergency

services, rescue or maintenance, and as may be specifically designated by the director of public works or designee.

- (4) Operate a vehicle at night without headlights or other similar lighting equipment.
- (5) Operate any vehicle in disregard of any traffic sign indicating direction, caution or stopping, or any other sign posted for proper control and to safeguard life and property.
- (6) Park a vehicle in other than established designated parking areas, or as directed by the cemetery supervisor or his designee.
- (7) Leave a vehicle standing or parked during the hours when the cemetery is closed.
- (8) Park a vehicle, or use a cemetery, for the purpose of repair or washing or maintenance of a vehicle.

(Code 2017, § 20-129A; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-196. Public facilities established; management.

- (a) Free public playgrounds, parks and recreation and arts centers are hereby established in the city for the use of its inhabitants, under the proper rules and regulations for the government and management thereof.
- (b) Such playgrounds and parks shall be managed by the department of public works and such recreation and arts centers shall be managed by the department of community development.

(Code 2017, § 20-211)

Sec. 17-197. Permits.

(a) *Application.*

- (1) Any person seeking the issuance of a permit required by this article shall file an application with the director of public works.
- (2) The application shall state:
 - a. The name and address of the applicant.
 - b. The name and address of the person sponsoring the activity, if any.
 - c. The day and hour for which the permit is desired.
 - d. The park, or portion thereof, for which the permit is desired.
 - e. An estimate of the anticipated attendance.
 - f. Any other information which the director of public works shall find reasonably necessary to make a fair determination as to whether a permit should be issued under this section.

(b) *Standards for issuance.* The director of public works shall issue a permit required by this article when the director finds:

- (1) That the proposed activity or use of the park will not unreasonably interfere with or detract from the general public enjoyment of the park.
- (2) That the proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation.
- (3) That the proposed activity or use is not reasonably anticipated to incite violence, crime or disorderly conduct.

- (4) That the proposed activity will not entail unusual, extraordinary or burdensome expense to the city.
- (5) That the facilities desired have not been reserved for other use at the day and hour required in the application.
- (c) *Revocation.* The director of public works or designee shall have authority to revoke a permit required by this article upon a finding of violation of any rule or ordinance, or upon good cause shown.
- (d) *Compliance with applicable regulations.* A holder of a permit required by this article shall be bound by all park rules and regulations and all applicable ordinances as fully as though the rules, regulations and ordinances were inserted in such permit.
- (e) *Liability of permit holder.* The holder of a permit required by this article shall be liable for any loss, damage or injury sustained by any person or the city arising out of or resulting from the negligence of the permit holder, his employees, servants or agents, or other persons entitled to the use of the park by the holder. The holder, by acceptance of a permit, assumes full responsibility for and agrees to indemnify the city against and save it harmless from any liability arising out of or arising from the negligence of the holder, his employees, servants or agents, or other persons entitled to the use of the park by the holder.

(Code 2017, § 20-212)

Sec. 17-199. Miscellaneous prohibited acts.

No person in a park shall:

- (1) Ride or lead a horse, except on designated bridal paths or established roads.
- (2) Permit or allow a horse to graze or go unattended, or tie a horse to any rock, tree, shrub or fixed object.
- (3) Swim, except in a specifically authorized area.
- (4) Use any firearms.
- (5) Picnic in unauthorized posted areas.
- (6) Start or maintain a fire in other than a park stove, fireplace, charcoal grill or other designated area.
- (7) Dump any type of refuse on park property, except in the designated receptacles provided for such use.
- (8) Cut, pick or remove in any manner whatsoever any plant or plant material unless such removal is authorized by the director of public works or designee.
- (9) Interfere with anyone using a park in a lawful manner.
- (10) Land in or take off from a park with an ultralight aircraft, whether or not motorized, or any similar device. This subsection does not prevent emergency landings.

(Code 2017, § 20-214)

Sec. 17-200. Traffic regulations.

No person in a park, golf course or other public lands shall:

- (1) Operate a vehicle at a rate of speed exceeding 15 miles per hour, or as posted for all other roadways.

- (2) Operate any vehicle on any area except the established roads or parking areas, or such other areas as may be specifically designated by the director of public works or designee.
- (3) Operate a snowmobile, all-terrain vehicle or similar equipment, unless operated by an employee or agent of a public or private agency for the purposes of providing emergency services, rescue or maintenance, and as may be specifically designated by the director of public works or designee.
- (4) Operate a vehicle at night without headlights or other similar lighting equipment.
- (5) Operate any vehicle in disregard of any traffic sign indicating direction, caution or stopping, or any other sign posted for proper control and to safeguard life and property.
- (6) Park a vehicle in other than established designated parking areas.
- (7) Leave a vehicle standing or parked during the hours when the park, golf course, or public facility is closed.
- (8) Park a vehicle, or use the public area, for the purpose of repair or washing or maintenance of a vehicle.

(Ord. No. 2645, § 1, 1-14-2008)

Sec. 17-201. Camping.

- (a) No person shall set up tents, shacks or other temporary shelters in the parks for the purpose of overnight camping.
- (b) No person shall leave in any park after closing hours any movable structure or special vehicle to be used, or which could be used, for such purpose, such as a house trailer, camp trailer, camp wagon or the like, unless such person first obtains a permit from the director of public works or designee.

(Code 2017, § 20-216)

Sec. 17-202. Hunting, trapping and fishing.

No person in a park shall:

- (1) Hunt or trap unless a special permit has been obtained from the director of public works, or unless the area is within a special deer management zone as described in section 16-15(b)(2).
- (2) Fish in posted waters.

(Code 2017, § 20-217; Ord. No. 2878, § 2, 9-19-2016)

Sec. 17-203. Advertising.

No advertising of any kind shall be permitted in a park, except that necessary for the operation of a concession or advertising sponsored by governmental organizations as a service to the public. All advertising must be authorized by the director of public works or designee prior to the erection or placement of such advertising in a park.

(Code 2017, § 20-218)

Sec. 17-204. Concessions.

- (a) *Temporary concessions.* Temporary concessions, meaning concessions for any period less than the normal seasonal concessions, are permitted in a park only if a permit for the concession has been obtained from the director of public works. In obtaining a permit, the permit holder must conform to all rules and regulations that the city council may require.
- (b) *Commercial enterprises.* Commercial enterprises are permitted in a park only if a permit for the enterprise has first been obtained from the city council. A permit for a commercial enterprise in the park shall be awarded to the bidders who submit to the city council the most acceptable bid. The permit holder shall be awarded a lease for a term approved by the city council. Upon the expiration of the lease, a new bid must be submitted in order to obtain a permit. The permit holder must conform to all rules and regulations that the city council may require.

(Code 2017, § 20-219)

Sec. 17-205. Use of public address systems and amplifying devices.

No person in a park shall use a public address system or any other method of amplifying sound unless a permit for such use has been granted by the director of public works or designee.

(Code 2017, § 20-220)

Sec. 17-206. Dissemination of materials or information to public.

No person shall use a park as a place of public assembly for the dissemination of information or material to the public without first obtaining a permit from the director of public works or designee.

(Code 2017, § 20-221)

Sec. 17-207. Reservation of park areas and facilities.

No person may be granted an exclusive use of park areas or facilities unless a permit for such exclusive use is first obtained from the director of public works or designee and unless specifically authorized by the city council. Only the following park areas and facilities may be so reserved:

- (1) A golf course.
- (2) A clubhouse.
- (3) A specific picnic shelter.
- (4) Special game facilities.

(Code 2017, § 20-222)

Sec. 17-208. Possession of beer or other intoxicating liquor.

- (a) It shall be unlawful for any person to bring in or use or have in their possession a keg or similar container for the purpose of dispensing beer or any other intoxicating liquor not otherwise prohibited by Iowa Code § 123.46, within any park, including any access area or wildlife habitat area under the jurisdiction of the city parks and recreation commission, unless either:
 - (1) Such use or possession is authorized by a liquor control license or beer permit approved by the city council, and issued by the state alcoholic beverages division under Iowa Code ch. 123, and

such use is confined to a shelter or other place within a park which constitutes a "licensed premises" within the meaning of state law and which is designated for group use; or

- (2) Such use is arranged in advance with the director of public works and such use is confined to the Island Park Beach House located in Island Park in the city, or to the Celebration Shelter located in Gateway Park in the city.
- (b) Any person desiring to use a shelter or building, where beer or an intoxicating liquor is to be dispensed from a keg or similar container as authorized in this section must make a prior shelter or building reservation, have a designated agent for contact responsibility, make advance payment of a reservation fee and submit a \$100.00 minimum damage deposit. The parks and recreation commission has the right to retain any or all of the required deposit to cover damage to city park property. The holder of a shelter or building reservation shall be bound by and be responsible for enforcing all park rules and regulations and all applicable ordinances regarding the use of a keg, or similar container, or other rules and regulations set out in this article.

(Code 2017, § 20-223; Ord. No. 2301, § 1, 5-22-2000; Ord. No. 2422, § 1, 3-10-2003)

Sec. 17-209. Authorized off-leash dog exercise facility.

- (a) *Establishment of facility.* The director of public works or designee is hereby authorized to establish one or more authorized off-leash dog exercise facilities within the city which meet the requirements of this section. Each authorized off-leash dog exercise facility shall be hereinafter referred to as a "facility" or as an "authorized facility."
- (b) *Characteristics of authorized facility.* Each authorized facility established under this section shall meet the following criteria:
 - (1) The facility shall be located within a public park in the city;
 - (2) The facility shall be appropriately and securely fenced and equipped with at least one self-closing gate; and
 - (3) The rules and regulations for the use of the facility shall be posted on a sign at each entrance to the facility.
- (c) *Rules governing use of authorized facility.* The following rules and regulations shall govern the use of each authorized facility established under this section:
 - (1) The facility shall be for the use of dogs only, and no other types of animals or pets shall be allowed to use the facility.
 - (2) The owner or other competent responsible person shall at all times accompany each dog inside the fenced area of the facility, and shall be responsible for the supervision of such dog at all times while it is in the facility.
 - (3) The facility shall be open for use during regular city public park hours as provided in section 17-198(a).
 - (4) No person shall be authorized to use the facility unless the person has obtained a permit purchased from the city clerk of the city, for the use of the authorized facility or authorized facilities, at a fee to be established by resolution of the city council from time to time. A tag evidencing the issuance of such permit shall be furnished by the city clerk, and shall be affixed to the collar of the dog at all times while the dog is in such facility.
 - (5) No person shall be authorized to bring any dog into such facility unless the owner has a valid, current city license and rabies vaccination for the dog, and then only if the license and rabies tags are attached to and kept on a substantial collar on the dog at all times, all as required by chapter 6.

- (6) All other provisions of this Code shall apply to the use of each such authorized facility and to the presence and conduct of dogs in each such facility, including, but not limited to, the provisions of chapter 6, such as cleanup of animal droppings, and prohibiting a dog from attacking persons or animals.
- (7) No dog which is a dangerous animal as defined in section 6-131 shall be allowed to use any such authorized facility at any time.
- (8) No person shall bring more than two dogs into an authorized facility at any one time.
- (9) A person using the authorized facility shall at all times carry a leash for each dog which is under his supervision.
- (10) The following are prohibited in any authorized facility established under this section:
 - a. Dogs in heat.
 - b. Dogs under four months of age.
 - c. Food, bones or rawhide.
 - d. Prong or spike dog collars.
- (11) No children under six years of age are allowed in any authorized facility. Children from six years of age to 16 years of age must be under the supervision of a competent responsible person at all times while in an authorized facility.
- (d) *Provision for other rules and regulations.* The director of public works or designee is hereby authorized to adopt and enforce, from time to time, such other rules and regulations governing the use of each authorized facility as he deems appropriate, provided that such rules and regulations shall first be approved by the city council, and posted on a clearly visible sign at each entrance to each such authorized facility.
- (e) *Dog at-large.* A person who brings a dog into an authorized facility and complies in all respects with the provisions of this section, including any rules and regulations established as provided in subsection (d) of this section, shall not be deemed to have permitted or allowed the dog to be at-large within the city, within the meaning of chapter 6.
- (f) *Penalty for violation.* Any violation of any of the provisions of this section, including any rules or regulations established under subsection (d) of this section and posted as required herein, shall constitute a municipal infraction, and shall be punishable as provided in section 1-9.

(Code 2017, § 20-224; Ord. No. 2337, § 2, 6-11-2001)

Sec. 17-210. Special events in Gateway Park green space.

- (a) **Definitions.** The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Director means the director of public works or designee.

City council means the city council of Cedar Falls, Iowa.

Property means the approximately 3.8 acres of green space to the east of Gateway Park, legally described as:

GRAMS PLAT LOT 5 ALL LOT 18 EXC BEG AT SE COR LOT 18 TH N ALONG E LINE LOT 18 DIST 231.43 FT TH SWLY 302.89 FT TO PT ON W LINE LOT 18 WHICH IS 215.42 FT N OF SW COR THEREOF TH S ALONG W LINE LOT 18 215.42 FT TO SW COR TH E 303.14 FT ALONG S LOT LINE TO PT OF BEG; and

GRAMS PLAT ALL LOT 19 EXC BEG AT SE COR LOT 19 TH NLY ALONG E LOT LINE DIST 215.42 FT TH NWLY 152.04 FT TO PT ON W LINE LOT 19 WHICH IS 222.63 FT NLY OF SW COR THEREOF TH SLY ALONG W LOT LINE 222.63 FT TO SW COR LOT 19 TH ELY ALONG S LOT LINE DIST OF 151.78 FT TO PT OF BEG.

- (b) The director may adopt and enforce rules and regulations to protect and preserve the rights, privileges and property of the city or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents. The director may post signs on the property setting forth rules and regulations and directional signs.
- (c) The director, upon receiving a completed application, shall provide a copy of the application to the fire chief and the police chief. The director shall issue a recommendation on the permit application, with written comments from the police operations and fire operations divisions, and evaluate the following:
 - (1) The applicant has complied with all of the requirements of this Code and any rules or regulations promulgated thereunder;
 - (2) The proposed event will not substantially or unnecessarily interfere with traffic in the area;
 - (3) The proposed event will not substantially or unnecessarily interfere with any publicly managed infrastructure project;
 - (4) The concentration of persons or things at the event will not prevent proper fire and police protection or ambulance service;
 - (5) That the proposed event or use of the property will not unreasonably interfere with or detract from the general public enjoyment of the property;
 - (6) That the proposed event and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation;
 - (7) That the property has not been reserved for other use at the time requested in the application;
 - (8) That the proposed event will not entail unusual, extraordinary or burdensome expense to the city;
 - (9) The applicant and group have complied with any required permits or licenses required for the activity on the property.
- (d) The application for an overnight permit shall include, but not be limited to, the following information:
 - (1) Name and address of the group/organization requesting the permit;
 - (2) Name and address of the contact person for the group;
 - (3) Approximate number of people attending the event;
 - (4) Description of the event;
 - (5) Name of any vendors that may be on the property;
 - (6) Any requests for additional services such as garbage receptacles;
 - (7) Number of nights for the event, up to a maximum of 14 days.
- (e) The director shall provide a written recommendation to the city council within seven days.
- (f) The city council shall consider the application request at the next regularly scheduled city council meeting, with the application being acted upon no later than 21 days from the receipt of the application by the director. The city council may approve the application as requested, may approve the application with conditions or changes, or deny the application. The city council may approve a maximum of 14 for the event, and upon request by the applicant, the city council may approve an additional 14 day extension for the event.

- (g) Revocation of permit. The permit to use the property may be revoked without notice if the director, the chief of police, or fire chief have cause to believe anyone using the property has violated any local, state or federal laws, rules or regulations on the property.
- (h) The group/organization and all individual participants shall be required to have been approved for any local, state or federal licenses or permits that are required for the activities intended to be conducted on the property.
- (i) In addition to any other appropriate department, the department of public works is authorized to inspect the special event and may issue citations for any violation of this Code or any regulations pertaining to the operation of the special event.
- (j) The director, after consultation with other appropriate departments, shall have the authority to promulgate such rules and regulations that he determines are necessary or desirable for the implementation of this section. The rules and regulations shall be available for inspection by the public.
- (k) Liability of permit holder. The holder of a permit required by this article shall be liable for any loss, damage or injury sustained by any person or the city arising out of or resulting from the negligence of the permit holder, his employees, servants or agents, or other persons entitled to the use of the property by the holder. The holder, by acceptance of a permit, assumes full responsibility for and agrees to indemnify the city against and save it harmless from any liability arising out of or arising from the negligence of the holder, his employees, servants or agents, or other persons entitled to the use of the property by the holder.

(Code 2017, § 20-225; Ord. No. 2763, § 1, 4-23-2012)

Sec. 17-246. Noxious weeds prohibited; exceptions.

- (a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:
 - (1) Those defined in Iowa Code § 317.1A.
 - (2) Grass and weeds exceeding eight inches in height;
 - (3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.
- (b) Plantings in the following areas located on private property are hereby declared not to be a nuisance as defined in subsection (a) of this section:
 - (1) Prairie grass areas, wildflower planting areas, natural reserve and preserve areas, urban woodlots, wildlife refuge and conservation areas, wetlands and natural waterways, all as recognized and identified by a governmental agency, provided that setbacks shall be required as described in section 19-48.
 - (2) Land zoned agricultural under the zoning chapter, steep slopes, wooded areas, ravines and lots of the city exceeding three acres in size.
 - (3) Other conservation or natural areas deemed appropriate by the city council after consultation with the director of public works or designee.

(Code 2017, § 20-262; Ord. No. 2653, § 1, 4-28-2008; Ord. No. 2883, § 1, 9-19-2016; Ord. No. 2910, 9-5-2017)

Sec. 17-247. Failure to destroy noxious weeds; right to hearing; destruction by city.

- (a) If the owner or person in the possession or control of any land within the city fails or refuses to cut or otherwise destroy the grass, vines, bushes or weeds declared a nuisance as provided in section 17-246 within seven days after notice in writing has been given to such owner and person in possession or control of land within the city, the owner or the person in possession or control of such land shall be deemed guilty of a violation of this article and punished accordingly. Such written notice to cut or otherwise destroy the vegetation declared a nuisance in this article shall be sent by ordinary mail to the owner of record and to the person in possession or control of the land in question. Such seven-day period to cut or otherwise destroy shall be deemed to commence on the date of mailing of the written notice.
- (b) Each owner and each person in possession or control of any land within the city may request a hearing with the department of public works of the city to consider any objections and protests to the proposed cutting or otherwise destroying of the vegetation declared in this article to be a nuisance. The operations and maintenance division manager, acting under the direction of the director of public works, shall have full power and authority to enter upon any land within the city for the purpose of destroying a nuisance. The operations and maintenance division manager shall coordinate the removal of the nuisance with the public works director if necessary. Such entry may be made without the consent of the landowner or person in possession or control of the land.
- (c) The actual cost and expense of cutting or otherwise destroying the vegetation, together with the cost of serving of notice, the cost of special meetings or proceedings, if any, and the cost of supervision and administration, shall be recovered by an assessment against the tract of land on which the vegetation was growing.

(Code 2017, § 20-263; Ord. No. 2652, § 1, 4-28-2008; Ord. No. 2883, § 2, 9-19-2016; Ord. No. 2907, 7-10-2017)

Sec. 17-275. Recreational trails.

The following rules and regulations apply to all recreational trails within the city:

- (1) Recreational trails shall be used and classified as trails for: foot traffic, bicycling, cross-country skiing, roller-blading and other special usage authorized by permit from the director of municipal operations and programs or designee.
- (2) The use of motorized vehicles and snowmobiles is prohibited on recreational trails within the city, except for authorized emergency and maintenance vehicles.
- (3) No person shall permit or allow a horse under their control to be on any recreational trail within the city. No person shall permit or allow a dog on said recreational trail unless said dog is under the control of said person and is on a leash of six feet or less in length. Said person shall pick up and dispose of any feces from the dog under that person's control. For the purposes of this article, the term "horse" means any equine animal including horses, mules, burros, donkeys, and all lamas or alpaca like animals. The term "dog" means all members of the canine species, male or female, whether altered or not.
- (4) Special permits may be issued by the director of public works or designee for special events on specific dates utilizing golf carts or similar motorized transportation upon a recreational trail for elderly and/or persons with a disability.

(Code 2017, § 20-279; Ord. No. 2060, § 1, 5-26-1994)

Section 6. Section 19-73, Storage Of Building Materials, and Section 19-74, Certain Commercial Use Of Public Sidewalks, of Division 1, Generally; and Section 19-94, Use Of Public Sidewalks for Sidewalk Cafes, and Section 19-97, Review Of Application, of Division 2,

Sidewalk Cafes, of Article III, Obstructions; and Section 19-185, Removal of Snow And Ice, of Article V, Sidewalk Construction And Repair, of Chapter 19, Streets And Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety, and new Sections 19-73, 19-74, 19-94, 19-97 and 19-185 are enacted in lieu thereof, as follows:

Sec. 19-73. Storage of building materials.

- (a) It shall be lawful for persons constructing buildings or making improvements permitted by the city ordinances to use a reasonable portion of the street or sidewalk adjacent to such building or improvement for a reasonable length of time, for depositing building materials, subject to the provisions in this Code governing such deposit and use. Such use shall be confined to one-third of the width of any street between the curbs thereof, and shall not continue longer than shall be necessary with reasonable diligence to supply the requirements of such construction and improvement.
- (b) As a condition precedent therefor, a written permit shall be procured from the director of public works, which permit may provide for the erection and maintenance of a temporary sidewalk by the applicant for the permit as deemed necessary by the director of public works. A suitable roof or covering for the sidewalk shall be provided whenever deemed necessary by the director of public works. The person using such street must keep the gutters therein clear of all obstructions, and must maintain such street and surroundings free from anything dangerous or inconvenient for travel and traffic on account of such construction or improvement.

(Code 2017, § 23-64)

Sec. 19-74. Certain commercial use of public sidewalks.

- (a) Any person may use a maximum of three feet in width of the sidewalk next to and in front of his building in the city for the purpose of displaying samples of goods kept by him for sale, provided that the sidewalk is not less than 12 feet in width, and that nothing is used or set out on the sidewalk for such purposes which might endanger or injure the person or the dress of anyone who might pass on the sidewalk. Nothing in this section shall be construed as permitting the storing of goods on sidewalks.
- (b) Temporary stands may be permitted to be erected on the streets of the city for the sale of goods or merchandise, such permits to be issued by the director of public works in his or her discretion, specifying the location thereof. Such permits shall be subject to revocation at any time, whereupon such stand shall be removed at once from the street.
- (c) No person shall leave upon any sidewalk in front of his place of business any goods, wares or merchandise which may be left there by the person delivering or receiving the goods to or from the owner or occupant of any place of business for a longer period than six hours, nor occupy therefor a space exceeding three feet of the outer edge of the sidewalk.
- (d) Tables, chairs and/or benches. Any proprietor of an establishment in those areas of the city that are zoned C-3 Commercial District under the zoning chapter, that sells food for consumption on or off the premises of such establishment may use that portion of the public sidewalk that is immediately adjacent to and that lies in between the side property lines, as extended to the curb, of the public sidewalk, for the purpose of providing tables, chairs and/or benches, for the convenience of and use by such proprietor's customers and others, with the following restrictions:
 - (1) Such proprietor and the proprietor's employees shall not at any time serve any food or beverages to customers or others seated at such tables, chairs and/or benches.
 - (2) There must be a minimum of five feet of unobstructed public sidewalk between any such tables, chairs and/or benches and the curb line of the public street, in order to allow for the free passage of pedestrian traffic on the public sidewalk, provided, however, that the city may, in

granting a permit under this subsection, require more than five feet of unobstructed public sidewalk clearance if, in the reasonable determination of the city, such additional clearance is necessary in the interests of public safety, health, or welfare, in light of the peculiar circumstances involved with the particular permit application, and the physical characteristics of the public sidewalk area in question.

- (3) No such tables, chairs and/or benches shall be attached in any manner to the public sidewalk or to any public fixtures located on the public sidewalk. The proprietor shall be responsible for any damage to the public sidewalk or to any public fixtures located on the public sidewalk by said tables, chairs and/or benches.
- (4) By the closing time of such establishment each night, all such tables, chairs and/or benches shall either:
 - a. Be moved inside the building that is adjacent to such establishment, restoring the public sidewalk to its normal condition as a pedestrian walkway; or
 - b. Be moved to a location on the public sidewalk that directly abuts the front of the building in which such establishment is located, stacked neatly, and secured by means of chains and locks or some other secure means approved by the city director of public works, and not attached in any manner to the public sidewalk or to any public benches. If the proprietor selects the alternative set forth in this subsection, the proprietor shall be responsible for insuring that such tables, chairs and/or benches do not cause damage to persons or property during the hours such establishment is closed.
- (5) Before a proprietor of such an establishment may lawfully place any tables, chairs and/or benches on the public sidewalk in front of such establishment, the proprietor shall file an application for a permit with the city clerk of the city, on a form furnished by the city clerk, and shall pay a non-refundable annual permit fee therefor, in such amount as shall be determined from time to time by resolution of the city council. The application and an accompanying diagram or site plan shall show:
 - a. The dimensions, including the length and width, of the area of the public sidewalk that is adjacent to said establishment, as described in this subsection;
 - b. The five foot area of unobstructed public sidewalk adjacent to the curb which is to be reserved for pedestrian use;
 - c. The approximate location where the tables, chairs and/or benches shall be positioned, and the size and number thereof;
 - d. The location where the tables, chairs and/or benches shall be stored during the hours when such establishment is closed, in the event the establishment elects not to move said items inside the establishment each night;
 - e. The means by which such tables, chairs and/or benches shall be secured, as provided in this subsection;
 - f. A physical description of the tables, chairs and/or benches that will be used;
 - g. A minimum of a two foot clearance between any such tables, chairs and/or benches and each side of any doorway leading from the establishment onto the public sidewalk;
 - h. Proof that the applicant holds a valid license or permit to operate the establishment;
 - i. The written consent to the filing of said application from the owner of the building in which such establishment is located, if the applicant is not the owner of the building;
 - j. Proof of insurance and compliance with the indemnification requirements set forth in subsection (d)(14) of this section; and
 - k. Such other information and documentation as the city may require in order to comply with the requirements of this subsection.

- (6) The city clerk shall forward a copy of the proprietor's application, together with all other information and documentation required in connection with said application, to the city director of public works, and to either Community Main Street, Inc., for tables, chairs and/or benches to be located in the downtown Parkade area of the city, or to College Hill Partnership, for tables, chairs and/or benches to be located in the College Hill area of the city, for review as to compliance with the requirements of this subsection, compliance with the interests of public safety, health or welfare, and compliance with the aesthetics of the area. If the application is approved by both the city director of public works and either Community Main Street, Inc., or College Hill Partnership, as being in compliance with the requirements of this subsection, the city clerk shall issue a permit therefor to the applicant. If the application is not approved by both the city director of public works and either Community Main Street, Inc., or College Hill Partnership, the city clerk shall notify the applicant of the reason or reasons the application was not approved. The applicant shall be afforded a period of 30 days from the date of the city clerk's notice, within which to revise the application in an effort to comply with the requirements of this subsection and to correct the reasons for denial thereof. If the revised application is approved by both the director of public works and either Community Main Street, Inc., or College Hill Partnership, the city clerk shall issue a permit. If the revised application is not approved by both the city director of public works and either Community Main Street, Inc., or College Hill Partnership, the city clerk shall not issue a permit. In that event, the applicant shall have a period of 30 days from the date of notice of denial to appeal the denial to the administration committee of the city council. The administration committee shall conduct a hearing on the appeal of the denial of the application within 30 days, shall afford the applicant an opportunity to present information in support of the application, and shall issue a decision to either approve the application, which may be conditioned on one or more requirements, or to deny the application. The decision of the administration committee shall be final.
- (7) Any permit issued under this subsection (d) of this section shall be issued for a period of one year, and may be renewed upon the filing of an application for renewal of the permit before its expiration by the proprietor, and by payment of the required annual fee. The application for renewal shall state whether or not any of the contents of the original application is being revised, failing which the contents of the application for renewal shall be deemed to be the same as contained in the original application.
- (8) In the event that ownership of the establishment holding the permit is sold, conveyed or transferred to another person or entity, the permit shall not thereby be transferred, and the new owner shall be required to file a new and separate application for such a permit, as provided in this subsection.
- (9) The city reserves the right to limit the number of permits issued under this subsection if necessary to maintain adequate pedestrian flow, to permit adequate access to building entrances, to safeguard pedestrian and traffic safety, to preserve the aesthetic quality of the surrounding area, or for any other valid public purpose. The city reserves the right to either deny an application which otherwise meets the requirements of this subsection, or to require the proprietor to meet additional terms and conditions for issuance of a permit beyond the requirements set forth in this subsection if, in the reasonable determination of the city, either granting the permit, or granting it without such additional terms and conditions, would not adequately protect and preserve the rights, privileges, and property of the city or of its residents, or would not adequately protect or preserve the peace, safety, health, welfare, comfort or convenience of the city's residents.
- (10) The city director of public works may order the immediate removal of any or all of a permit holder's tables, chairs and/or benches in the event such items are causing a hazard to public safety, health or welfare, are interfering with the unobstructed passage of pedestrians, are unsightly in appearance or unsanitary in condition, are interfering with removal of ice and snow from the public sidewalks, or for any other reason affecting public safety, health or welfare.
- (11) A permit issued under this subsection shall be revoked if the proprietor holding the permit does any of the following:

- a. Fails to maintain a valid license or permit covering the establishment adjacent to where the tables, chairs and/or benches are located;
 - b. Fails to either move the tables, chairs and/or benches inside the establishment, or fails to secure them, as required in subsection (d)(4) of this section;
 - c. Fails to pay the fee for issuance or renewal of the permit;
 - d. Fails to operate in strict compliance with all of the provisions of this subsection, of all other city ordinances, and of state law; or
 - e. Creates or allows to exist a safety hazard, health hazard, or public nuisance under state law or city ordinance, in connection with the placement or use of the tables, chairs and/or benches. Upon the occurrence of any of the events described in this subsection (d)(11) of this section, the city clerk shall give the proprietor of such establishment notice of revocation of the permit, and the permit holder shall thereupon immediately cease to place tables, chairs and/or benches on the public sidewalk adjacent to the proprietor's establishment.
- (12) The permit holder may appeal the revocation of the permit by written notice of appeal mailed or delivered to the city clerk within ten days of the date of notice of revocation. The administration committee of the city council shall conduct a hearing within 20 days of the date of the notice of appeal. The permit holder shall be notified in writing of the time and place of hearing thereon, and shall be afforded an opportunity to present information to the committee, following which the committee shall issue a written decision within ten days of the date of the hearing, either affirming or reversing the revocation of the permit. The decision of the administration committee shall be final. During the pendency of the appeal, the permit holder shall not be allowed to place the tables, chairs and/or benches on the public sidewalk.
- (13) The city shall retain the right to terminate any permit granted under this subsection upon seven days' written notice, and may require the removal of all tables, chairs and/or benches from the public sidewalk adjacent to an establishment, if the city council, after due consideration, determines that there is a reasonable and substantial need for the use of the public right-of-way being occupied by such tables, chairs and/or benches, for a valid public purpose. The determination of the city council shall be final, and there shall be no right of appeal from such decision.
- (14) A permit shall not be issued under this subsection unless the applicant, at the time of filing an application for issuance or renewal of a permit, furnishes proof of insurance and indemnification of the city that meets the following requirements:
- a. Commercial general liability insurance coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage, with the city to be named as an additional insured on the policy, with an endorsement to be issued as part of the insurance policy, evidencing compliance with this requirement; and
 - b. An indemnification agreement on a form furnished by the city clerk, under which the proprietor agrees to indemnify and hold the city harmless from any liability for damages arising out of the placement of the tables, chairs and/or benches in the public right-of-way.
- (e) Temporary movable signs on certain public sidewalks. Any proprietor of an establishment in those areas of the city that are zoned C-3 Commercial District under the zoning chapter, may use a portion of the public sidewalk that is immediately adjacent to and that lies in between the side property lines, as extended to the curb, of the public sidewalk, for the purpose of displaying one temporary movable sign for such establishment, with the following restrictions:
- (1) The portion of the public sidewalk that may be used by the proprietor of such establishment for the display of such signs is the area of the public sidewalk that extends from the storefront of the establishment to the adjacent street curb and between the side property lines of the building in which the establishment is located, as such side property lines are extended to the adjacent street curb.

- (2) There must nevertheless be a minimum of five feet of unobstructed public sidewalk between such storefront and the edge of the sign closest to the storefront, or between the edge of the sign closest to the street and the inside edge of the street curb, in order to allow for the free passage of pedestrian traffic on the public sidewalk, provided, however, that the city may, in granting a permit under this subsection, require more than five feet of unobstructed public sidewalk clearance if, in the reasonable determination of the city, such additional clearance is necessary in the interest of public safety, health, or welfare, in light of the peculiar circumstances involved with the physical characteristics of the public sidewalk area in question; and provided, further, that all such temporary signs must in all events maintain at least a two-foot setback from the outside edge of said sign to the inside edge of the street curb.
- (3) No such temporary movable sign shall be attached in any manner to the public sidewalk, or to any public fixtures located on the public sidewalk, such as tables, chairs, or other fixtures, or on top of any temporary elevations such as fill material or snowbanks.
- (4) No such temporary sign shall exceed 2.5 feet in width and five feet in height in outer frame measurements, with such height measured from the natural grade of the sidewalk surface adjacent to such establishment. No more than one such sign may be placed in front of any single store-front. All such signs must be well-maintained and kept in good repair.
- (5) By the closing time of such establishment each day, each such sign shall be moved inside the building adjacent to which the sign is displayed, restoring the public sidewalk to its normal condition as a pedestrian walkway.
- (6) Before the proprietor of any such an establishment may lawfully place any such temporary sign on the public sidewalk in front of such establishment, the proprietor shall file an application for a permit with the city clerk of the city, on a form furnished by the city clerk, and shall pay a nonrefundable annual permit fee therefor, in such amount as shall be determined from time to time by resolution of the city council. The application and an accompanying diagram or site plan shall show:
 - a. The dimensions, including the length and width, of the public sidewalk that is adjacent to said establishment, as described in this subsection;
 - b. The five-foot area of unobstructed public sidewalk which is to be reserved for pedestrian use, and the two-foot setback from the outside edge of said sign to the inside edge of the street curb;
 - c. The approximate location where the sign shall be positioned, and the size of said sign, including its outer dimensions;
 - d. Proof that the applicant holds a valid license or permit to operate the establishment;
 - e. The written consent to the filing of said application from the owner of the building in which such establishment is located, if the applicant is not the owner of the building;
 - f. Proof of insurance and compliance with the indemnification requirements set forth in subsection (e)(15) of this section; and
 - g. Such other information and documentation as the city may require in order to demonstrate that the proprietor complies with the requirements of this subsection.
- (7) The city clerk shall forward a copy of the proprietor's application, together with all other information and documentation required in connection with said application, to the city planner for review as to compliance with the requirements of this subsection, and compliance with the interest of public safety, health, or welfare. If the application is approved by the city planner as being in compliance with the requirements of this subsection, the city clerk shall forward the application to the city council. Upon approval by the city council, the city clerk shall issue a permit therefor to the applicant. If the application is not approved by the city planner, the city clerk shall notify the applicant of the reason or reasons the application was not approved. The applicant shall be afforded a period of 30 days from the date of the city clerk's notice, within which to revise the application in an effort to comply with the requirements of this subsection

and to correct the reasons for denial thereof. If the revised application is approved by the city planner, the city clerk shall forward the application to the city council. Upon approval by the city council, the city clerk shall issue a permit. If the revised application is not approved by the city planner, the city clerk shall not issue a permit. In that event, the applicant shall have a period of 30 days from the date of notice of denial to appeal the denial to the administration committee of the city council. The administration committee shall conduct a hearing on the appeal of the denial of the application within 30 days, and shall afford the applicant an opportunity to present information in support of the application, and shall issue a decision to either approve the application, which may be conditioned on one or more requirements, or to deny the application. The decision of the administration committee shall be final.

- (8) Any permit issued under this subsection shall be issued for a period of one-year, and may be renewed upon the filing of an application by the proprietor for renewal of the permit before its expiration, and by payment of the required annual fee. The application for renewal shall state whether or not any of the contents of the original application are being revised, failing which the contents of the application for renewal shall be deemed to be the same as contained in the original application.
- (9) In the event that ownership of the establishment holding the permit is sold, conveyed or transferred to another person or entity, the permit shall not thereby be transferred, and the new owner shall be required to file a new and separate application for such a permit, as provided in this subsection.
- (10) The city reserves the right to limit the number of permits issued under this subsection if necessary to maintain adequate pedestrian flow, to permit adequate access to building entrances, to safeguard pedestrian and traffic safety, to preserve the aesthetic quality of the surrounding area, or for any other valid public purpose. The city reserves the right to either deny an application which otherwise meets the requirements of this subsection, or to require the proprietor to meet additional terms and conditions for issuance of a permit beyond the requirements set forth in this subsection if, in the reasonable determination of the city, either granting the permit, or granting it without such additional terms and conditions, would not adequately protect and preserve the rights, privileges, and property of the city or its residents, or would not adequately protect or preserve the peace, safety, health, welfare, comfort or convenience of the city's residents.
- (11) The city planner may order the immediate removal of any such temporary sign in the event such sign is causing a hazard to public safety, health or welfare, is interfering with the unobstructed passage of pedestrians, is unsightly in appearance, is interfering with the removal of ice and snow from the public sidewalks, or for any other reason affecting public safety, health or welfare.
- (12) A permit issued under this subsection shall be revoked by the city if the proprietor holding the permit does any of the following:
 - a. Fails to maintain a valid license or permit covering the establishment adjacent to which the sign is located;
 - b. Fails to move the sign inside the building by closing time of the establishment as required in this subsection;
 - c. Fails to pay the fee for issuance or renewal of the permit;
 - d. Fails to operate in strict compliance with all of the provisions of this subsection, of all other city ordinances, and of state law; or
 - e. Creates or allows to exist a safety hazard in connection with the placement of the sign.

Upon occurrence of any of the events described in this subsection, the city clerk shall give the proprietor of such establishment seven days' written notice of revocation of the permit, and the permit holder shall thereupon immediately cease to place any such sign on the public sidewalk adjacent to the proprietor's establishment.

- (13) The permit holder may appeal the revocation of the permit by written notice of appeal mailed or delivered to the city clerk within ten days of the date of notice of revocation. The administration committee of the city council shall conduct a hearing within 20 days of the date of the notice of appeal. The permit holder shall be notified in writing of the time and place of hearing thereon, and shall be afforded an opportunity to present information to the committee, following which the committee shall issue a written decision within ten days of the date of the hearing, either affirming or reversing the revocation of the permit. The decision of the administration committee shall be final. During the pendency of the appeal, the permit holder shall not be allowed to place the sign on the public sidewalk.
- (14) The city shall retain the right to terminate any permit granted under this subsection upon seven days' written notice, and may require the removal of the sign from the public sidewalk adjacent to an establishment, if the city council, after due consideration, determines that there is a reasonable and substantial need for the use of the public right-of-way being occupied by such sign, for a valid public purpose. The determination of the city council shall be final, and there shall be no right of appeal from such decision.
- (15) A permit for a temporary movable sign shall not be issued under this subsection unless the applicant, at the time of filing an application for issuance or renewal of a permit, furnishes proof of insurance and indemnification of the city that meets the following requirements:
- a. Commercial general liability insurance coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage, with the city to be named as an additional insured on the policy, with an endorsement to be issued as part of the insurance policy, evidencing compliance with this requirement; and
 - b. An indemnification agreement on a form furnished by the city clerk, under which the proprietor agrees to indemnify and hold the city harmless from any liability for damages arising out of the placement of the temporary movable sign in the public right-of-way.

(Code 2017, § 23-65; Ord. No. 2141, § 1, 4-22-1996; Ord. No. 2578, § 1, 6-12-2006; Ord. No. 2647, §§ 1, 2, 2-25-2008; Ord. No. 2798, §§ 1, 2, 9-9-2013)

Sec. 19-94. Use of public sidewalks for sidewalk cafes.

- (a) Sidewalk cafes shall only be permitted in those areas of the city which meet all of the following requirements:
- (1) Are within the public right-of-way of the city;
 - (2) Are within those areas of the city that are zoned C-3 Commercial District under the zoning chapter;
 - (3) Are within an area of the public sidewalk where the public right-of-way directly abuts on a private building line; and
 - (4) Meet all of the other requirements of this division.
- (b) The sidewalk cafe area must be adjacent to and contiguous with one side of the building it serves, and in which a restaurant is located and operating, and may not extend beyond the side property lines of such building as extended to the adjacent street.
- (c) There must be a minimum of five feet of unobstructed public sidewalk between the boundary of the sidewalk cafe area and the curb line of the public street, free of any lampposts, public benches, planters, trees, tree grates, or other public fixtures located within the public sidewalk, in order to allow for the free passage of pedestrian traffic on the adjacent public sidewalk; provided, however, that the city may, in granting the sidewalk cafe permit, require more than five feet of unobstructed public sidewalk clearance for any sidewalk cafe if, in the reasonable determination of the city, such additional clearance is necessary in the interests of public safety, health, or welfare, in light of the

peculiar circumstances involved with the particular cafe permit application, the configuration of the proposed sidewalk cafe permit, and the physical characteristics of the public sidewalk, parking areas and streets adjacent thereto.

- (d) The sidewalk cafe area shall maintain a minimum of a two-foot clearance on each side of any doorway leading from the building onto the public sidewalk.
- (e) Any sidewalk cafe area that serves alcoholic beverages must be situated so that no part of the sidewalk cafe area is less than 300 feet from the boundary of any area of the city that is zoned residential under the zoning chapter.
- (f) No part of the sidewalk cafe area shall be located within that portion of the public sidewalk lying between the lines formed by the extension of the exterior building lines to the adjacent intersecting streets, or within ten feet of any public alley.
- (g) The sidewalk cafe area shall be delineated by, and the sidewalk cafe elements divided from, that portion of the adjacent public sidewalk lying outside of the sidewalk cafe area, by a barrier at least three feet in height, consisting of:
 - (1) Fencing or other rigid structure; or
 - (2) Ropes of a design or type approved by the director of public works and the design committee of the respective district.
- (h) All sidewalk cafe elements must either:
 - (1) Be removed from the public right-of-way within 30 minutes of the closing time of the sidewalk cafe each night, restoring the sidewalk cafe to its normal condition as a pedestrian walkway; or
 - (2) Be orderly secured within 30 minutes after the closing time of the sidewalk cafe each night, by means of chains and locks or some other secure means, in such a way that such cafe elements cannot be used to cause damage to persons or property. If the proprietor attaches any sidewalk cafe elements to approved public property, the proprietor shall be responsible for restoring property to its original condition or condition of suitable agreement with the city, such as seasonal plugs, whenever the elements are removed per subsection (n) of this section. Upon completion of the repairs, the city will inspect for compliance.
 - a. The proprietor may select either of the above alternatives, provided that, if the proprietor selects the alternative set forth in subsection (h)(2) of this section, the proprietor shall be responsible for insuring that such sidewalk cafe elements do not cause damage to persons or property and do not inhibit or obstruct regular sidewalk maintenance including, but not limited to, ordinary repair and snow removal. Except as expressly provided for in subsection (h)(2) of this section, no property shall be stored on the public right-of-way.
 - b. Notwithstanding the provisions of subsection (h)(2) of this subsection, if the proprietor elects to close the sidewalk cafe during certain times of the year, as provided for in section 19-96(10), then all sidewalk cafe elements shall be removed.
- (i) Sidewalk cafe elements may consist of tables, chairs, fencing, planters and plants, and umbrellas and awnings and similar fixtures if approved by the city as part of the sidewalk cafe permit process.
- (j) A sidewalk cafe may not use or incorporate into the sidewalk cafe area any public fixtures such as benches, seats, planters, trash receptacles, lampposts, or any other publicly owned structures located in any part of the public right-of-way.
- (k) Except as otherwise expressly provided in subsection (h)(2) of this section, stacking of chairs or tables in the sidewalk cafe area is not permitted at any time.
- (l) Outdoor heaters are allowed if approved by the city as part of the sidewalk cafe permit process, or subsequently approved by the city in the same manner as the sidewalk cafe permit.
- (m) No advertising or signage shall be permitted in a sidewalk cafe area except that the name of the establishment may be printed on chairs, tables, umbrellas or other amenities as approved by the city.

- (n) In the event of any damage to the surface of any part of the public sidewalk lying within or immediately adjacent to the confines or boundaries of the sidewalk cafe area, the proprietor of the sidewalk cafe and the adjacent restaurant shall repair the damage to the specifications of the director of public works of the city. If the proprietor fails or refuses to repair such damage within 30 days after written notice from the city to do so, the director of public works of the city shall cause the work to be done and billed to the proprietor. All costs, including administration and city staff time shall be computed and will be invoiced as part of the project. Any failure of the proprietor to reimburse the city for the cost of such work shall be grounds for termination of the proprietor's sidewalk cafe permit. Any such costs shall be deducted from the proprietor's cash deposit, and the balance may be collected from the proprietor by legal proceedings instituted by the city, including placing a lien on the property.
- (o) The sidewalk cafe shall be equipped with an inside or outside water source to clean the sidewalk cafe area, as provided in section 19-95(5).
- (p) No bottles, cans or pitchers shall be used to serve beverages.
- (q) The city reserves the right to limit the number of permits issued for sidewalk cafes if necessary to maintain adequate pedestrian flow, to permit adequate access to building entrances, to safeguard pedestrian and traffic safety, to preserve the aesthetic quality of the surrounding area, or for any other valid public purpose.

(Code 2017, § 23-68; Ord. No. 2827, § 2, 9-2-2014)

Sec. 19-97. Review of application.

- (a) The city clerk shall submit a copy of the application and all accompanying documents to the following city staff for review and for either approval or denial:
 - (1) The city building official.
 - (2) The city fire chief.
 - (3) The city police chief.
 - (4) The city planning and community services manager.
 - (5) The city director of public works.
- (b) Within 15 days after receipt of such documents, each such city official shall forward to the city clerk his approval or denial of the application, and in case of denial, the reason or reasons for denial. The applicant shall be notified of the results of the reviews and shall be afforded a period of 15 days to supplement, correct or modify the application to address the city officials' reasons for denial.
- (c) If the city officials all approve the application, and the applicant has complied with all other requirements of this division, the city clerk shall issue a sidewalk cafe permit to the applicant, including the requirement for city council approval of a public right-of-way easement agreement.
- (d) After 30 days from the date of filing of the application, if the applicant has not received all necessary city staff approvals, or if the application has been denied by one or more of such city officials, the application shall be considered denied. The applicant may file a written appeal of the denial to the administration committee of the city council within 45 days of the date of original filing of the application with the city clerk. The administration committee shall schedule a hearing within 20 days of the date of the notice of appeal. The applicant shall be notified in writing of the date, time and place of hearing. The committee shall afford the applicant the opportunity to present information to the committee in support of the application. Within ten days after such hearing, the administration committee shall issue its decision, which may either affirm or reverse the denial of the application, or affirm the application subject to certain conditions. The decision of the administration committee shall be final. No new application for a sidewalk cafe permit shall be submitted by the same applicant for

the same location for a period of six months from the date of the decision of the administration committee denying any application for a sidewalk cafe permit.

- (e) If the application is granted by the city officials or by the administration committee after appeal, the city clerk shall issue the sidewalk cafe permit for a period of one year, or until the date for renewal of the applicant's liquor control license or wine or beer permit, whichever is less. Thereafter, the permit shall be applied for, and, if approved as provided herein, issued, for successive one-year periods that run concurrent with the applicant's liquor control license or wine or beer permit. If the application does not include a request to serve alcoholic beverages, the initial permit and all renewal permits shall be issued for a one-year period.
- (f) The city reserves the right to either deny an application for a sidewalk cafe permit which otherwise meets the requirements of this division or to require the proprietor to meet additional terms and conditions for issuance of a permit beyond the requirements set forth in this division if, in the reasonable determination of the city, either granting the sidewalk cafe permit, or granting it without such additional terms and conditions, would not adequately protect and preserve the rights, privileges, and property of the city or of its residents, or would not adequately protect or preserve the peace, safety, health, welfare, comfort and convenience of the city's residents.

(Code 2017, § 23-71; Ord. No. 2827, § 5, 9-2-2014)

Sec. 19-185. Removal of snow and ice.

The abutting property owner is responsible for the removal of the natural accumulations of snow and ice from the sidewalks abutting the property owner's property within a reasonable amount of time. The abutting property owner shall be liable for damages caused by the failure of the abutting property owner to use reasonable care in the removal of the snow or ice. If the abutting property owner fails to remove the natural accumulations of snow or ice within a reasonable amount of time, the public works department may have the natural accumulations of snow or ice removed without notice to the property owner. Upon completion of the work, the public works director shall prepare and submit to the city council an itemized and verified statement of the costs and a legal description of the property, and the costs shall be assessed against the abutting property for collection in the same manner as a property tax. The assessment of such costs against the property does not relieve the abutting property owner of liability for damages imposed by this section. The city does not have a duty to remove natural accumulations of snow or ice from the sidewalks.

(Code 2017, § 23-134; Ord. No. 2410, § 2, 1-13-2003)

Section 7. Section 23-71, Duty to Erect and Maintain Signs, Section 23-72, Authority To Place Traffic Control Devices, Section 23-73, Placement Of One-Way Street Signs, Section 23-74, Marking Of Traffic Lanes, Section 23-75, Marking Of Turn Lanes, Section 23-76, Placement Of Stop Signs At Intersections, Section 23-77, Establishment Of Crosswalks And Safety Zones, Section 23-78, Placement Of Stop Signs At School Zones, Section 23-79, Erection Of Automatic Stop Signals At School Zones, Section 23-80, Painting Of Curbs Or Erection Of Signs Prohibiting Parking Or Standing, Section 23-81, Regulation Of Parking Adjacent To Schools, Section 23-82, Establishment Of Temporary No Parking Zones And One-Way Streets, Section 23-83, Marking Of Parking Spaces, of Division 2, Department Of Municipal Operations And Programs Traffic Standards, of Article II, Administration and Obedience; and Section 23-388, Prohibited Parking During Snow Removal, of Division 1, Generally, of Article IV, Stopping, Standing And Parking, of Chapter 23, Traffic And Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety, and new Sections 23-72, 23-73, 23-74, 23-75, 23-76, 23-77, 23-78, 23-79, 23-80, 23-81, 23-82, 23-83 and 23-388 are enacted in lieu thereof, as follows:

DIVISION 2. DEPARTMENT OF PUBLIC WORKS TRAFFIC STANDARDS

Sec. 23-71. Duty to erect and maintain signs.

It shall be the duty of the department of public works to cause necessary and appropriate signs to be posted and maintained along the streets designated in this chapter, informing the general public of restrictions on parking, speed and other traffic restrictions.

(Code 2017, § 26-62)

Sec. 23-72. Authority to place traffic control devices.

The department of public works may place and maintain such traffic control devices as it may deem necessary to guide or warn traffic.

(Code 2017, § 26-63)

Sec. 23-73. Placement of one-way street signs.

Whenever any ordinance of the city designates any one-way street or alley, the department of public works shall supervise the placing and maintaining of signs giving notice thereof, and no such regulation shall be effective unless such signs are in place. Signs indicating the direction of lawful traffic movement shall be placed at every intersection where movement of traffic in the opposite direction is prohibited.

(Code 2017, § 26-64)

Sec. 23-74. Marking of traffic lanes.

- (a) The director of the public works is hereby authorized to supervise the marking of the traffic lanes upon the roadway of any street or highway where a regular alignment of traffic is necessary.
- (b) Where such traffic lanes have been marked it shall be unlawful for the operator of any vehicle to fail or refuse to keep such vehicle within the boundaries of any such lane, except when lawfully passing another vehicle, or preparatory to making a lawful turning movement.

(Code 2017, § 26-65)

Sec. 23-75. Marking of turn lanes.

The director of public works may cause markers, buttons or signs to be placed within or adjacent to intersections and thereby require and direct that a different course from that specified in section 23-325 be taken by vehicles turning at intersections, and, when markers, buttons or signs are so placed, no driver of a vehicle shall turn at an intersection other than as directed and required by such markers, buttons or signs.

(Code 2017, § 26-66)

Sec. 23-76. Placement of stop signs at intersections.

Whenever any ordinance of the city designates and describes a through street, it shall be the duty of the department of public works to supervise the placing and maintenance of a stop sign on each and every street intersecting such through street or intersecting that portion thereof described and designated

as such by any ordinance of the city, unless traffic at any such intersection is controlled at all times by traffic control signals; provided, however, that at the intersection of two such through streets or at the intersection of a through street and a heavy traffic street not so designated, stop signs shall be erected at the approaches of either of such streets as may be determined by the department director upon the basis of a traffic study.

(Code 2017, § 26-67)

Sec. 23-77. Establishment of crosswalks and safety zones.

The director of public works is hereby authorized to:

- (1) Designate and supervise maintenance, by appropriate devices, marks or lines upon the surface of the roadway, of crosswalks at intersections where in the opinion there is particular danger to pedestrians crossing the roadway, and at such other places as the director may deem necessary.
- (2) Establish safety zones of such kind and character and at such places as the director may deem necessary for the protection of pedestrians.

(Code 2017, § 26-68)

Sec. 23-78. Placement of stop signs at school zones.

The department of public works shall conspicuously place stop signs bearing the words "Stop School Zone" at the places designated by the council. Such signs shall be of sufficient size to be easily readable at a distance of 100 feet by persons using such streets.

(Code 2017, § 26-69)

Sec. 23-79. Erection of automatic stop signals at school zones.

The department of public works may cause to be erected automatically controlled school stop signs in place of movable school stop signs, and all motor vehicles approaching such zone when the automatic signal is in operation and displaying a flashing red light or steady red light shall stop and proceed only when the automatically controlled school stop sign changes to flashing amber or green or yellow.

(Code 2017, § 26-70)

Sec. 23-80. Painting of curbs or erection of signs prohibiting parking or standing.

- (a) Where, because of restrictions for visibility and where standing or parked vehicles could constitute a hazard to moving traffic, the director of public works, as traffic conditions require, may cause curbs or portions of streets to be painted with a yellow or orange color, or erect "No Parking or Standing" signs prohibiting parking or standing, and it shall be unlawful for the operator of any vehicle to stand or park a vehicle in an area so painted or signposted.
- (b) Immediately upon causing curbs to be painted or signs erected, the director shall notify the council in writing of the director's action, setting forth the area painted or posted and the reasons therefor. The council, at the next regular meeting, shall approve the actions of the director, or refuse to approve the actions and order the signs or the paint removed.
- (c) The city council may also, on its own motion, by ordinance, as traffic conditions require, prohibit parking on certain streets; and when the council has so determined the director shall cause curbs to be painted or signs to be posted as directed.

(Code 2017, § 26-71)

Sec. 23-81. Regulation of parking adjacent to schools.

- (a) The department of public works is hereby authorized to erect signs indicating no parking upon either or both sides of any street adjacent to any school property when such parking would, in its opinion, interfere with traffic or create a hazardous situation.
- (b) When official signs are erected indicating no parking upon either side of a street adjacent to any school property as authorized in this section, no person shall park a vehicle in any such designated place.

(Code 2017, § 26-72)

Sec. 23-82. Establishment of temporary no parking zones and one-way streets.

- (a) The chief of police and director of public works, or persons designated by them, are hereby authorized to prohibit parking on streets within the city on a temporary basis and to establish temporary one-way traffic on streets to expedite traffic when a special event or unusual circumstance occurs in the city which creates an unusually large volume of traffic which, in the opinion of the chief of police, director of public works or others authorized by them, creates hazards to traffic and pedestrians.
- (b) Whenever the chief of police, director of public works or persons authorized by them shall temporarily prohibit parking on a street or temporarily establish one-way traffic on a street, they shall cause appropriate notice to be given with a means of notice reasonably calculated to give notice to operators of motor vehicles of the prohibited parking or the one-way traffic movement. Such notice may be by special signs or by a temporary alteration of the existing signs or signing method which may be deemed appropriate, or by direction of individuals authorized by the chief of police to direct such traffic and such parking.

(Code 2017, § 26-73)

Sec. 23-83. Marking of parking spaces.

- (a) The department of public works is hereby directed and authorized to mark off individual parking spaces in parking meter zones designated and described in section 23-411, and in all other areas where parking in stalls is desired and authorized within the city. Such parking spaces shall be designated by lines painted or durably marked on the curbing or surface of the street.
- (b) At each space so marked, it shall be unlawful to park any vehicle in such a way that such vehicle shall not be entirely within the limits of the space so designated.

(Code 2017, § 26-74)

Sec. 23-388. Prohibited parking during snow removal.

- (a) Whenever the mayor or director of public works or the director's designee finds on the basis of excess accumulation of snow, that weather conditions have created or are likely to create hazardous road and driving conditions which will impede or are likely to impede movement of fire, health, police, emergency or other vital vehicular traffic, the mayor or director of public works or the director's designee may declare a snow emergency, and declare that snow removal from priority streets shall begin and shall prohibit parking or stopping of vehicles on designated snow removal routes. While the snow emergency is in effect, no person shall park, abandon or leave unattended any vehicle

upon any snow removal route or portion of such route, as designated as such by subsection (d) of this section. Each street designated as a snow removal route shall be marked with signs displaying the words, "Emergency Snow Route." A snow removal parking ban shall continue from its declaration through the duration of the snow storm, and until the mayor or director of public works or the director's designee issues notice that the snow emergency is at an end. The public will be notified via local radio, television and newspaper when the snow emergency begins and is concluded. The parking prohibition on snow removal routes shall not go into effect until two hours after the snow emergency has been declared in accordance with this section. Termination of the parking prohibition shall be effective immediately upon the announcement that the snow emergency is at an end.

- (b) When it is declared that snow removal operations are to begin, it shall be unlawful for the driver of any vehicle to impede or block traffic on designated snow removal routes.
- (c) Any police officer of the city police operations division, including duly authorized volunteer officers, or the director of public works or the director's designee shall be authorized to cause the towing of vehicles blocking traffic or parking on designated snow removal routes during snow removal operations in violation of this section. The owner of the vehicle shall pay the costs of towing and storage occasioned by the removal of the vehicle as provided herein. In addition any police officer of the city police operations division, including duly authorized volunteer officers, the director of public works or the director's designee shall be authorized to issue parking tickets for violations of this section, parking on designated snow removal routes during snow removal operations.
- (d) Priority snow removal routes are designated as follows:

Street	Portion Where Parking Prohibited
Second Street	From State Street to Franklin Street
Third Street	From State Street to Franklin Street
Fourth Street	From State Street to Washington Street
Fifth Street	From State Street to Washington Street
Sixth Street	From State Street to Clay Street
18th Street (West)	From College Street to Hudson Road
23rd Street	From College Street to Merner Avenue
Clay Street	From First Street to Sixth Street
College Street	From University Avenue to 18th Street
Division Street	From Eighth Street to 12th Street

Franklin Street	From Sixth Street to First Street
Main Street	From First Street to Sixth Street
Orchard Drive	From South Main Street to Cedar Heights Drive
State Street	From First Street to Sixth Street
Walnut Street	From First Street to 18th Street
Washington Street	From First Street to Sixth Street

- (e) Special penalty. Any person violating this parking ban shall be fined \$25.00 for each offense, in addition to the costs of towing and storage.
- (f) In any proceeding for violation of this section, the registration plates displayed on a motor vehicle involved in such violation shall constitute in evidence a prima facie presumption that the registered owner of such motor vehicle was the person who parked or placed such motor vehicle at the point where such violation occurred.

(Code 2017, § 26-281; Ord. No. 2679, § 1, 3-9-2009; Ord. No. 2855, § 1, 10-19-2015)

Section 8. Section 24-6, Relocation of Utility Facilities Underground, of Article I, In General, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and new Section 24-6 is enacted in lieu thereof, as follows:

Sec. 24-6. Relocation of utility facilities underground.

- (a) Assessment of utilities.
 - (1) Upon adoption of the ordinance from which this article is derived and periodically thereafter, but at intervals of not more than four years, the director of public works of the city, in consultation with the general manager of the city utilities, shall assess the condition of aboveground electric, telephone, cable or video systems, internet or other telecommunications utilities facilities, including poles, guy wires, lines, and other aboveground infrastructure within the city.
 - (2) At intervals of not more than four years from and after adoption of the ordinance from which this article is derived, the general manager of the city utilities shall submit a proposed long-range, underground and aboveground master plan or plans of the city utilities infrastructure to the director of public works of the city. Such plan or plans shall designate the locations within the city where then-existing and future planned city utilities infrastructure should be placed underground, or should remain or be placed overhead. Such plan or plans shall be based upon factors such as the age, size, type and condition of the then-existing and future planned utilities infrastructure; city and/or city utilities plans to reconstruct streets, sidewalks, sanitary and storm sewer facilities, and other public infrastructure along city streets; the age, size and condition of trees along the public right-of-way; whether the public right-of-way lies within the 500-year flood level; the available width of public right-of-way for installation and maintenance of city utilities

lines and service boxes; appropriateness of placement, installation and maintenance of high-voltage and/or high-amperage electric lines and related facilities; the availability of federal or state disaster-related grants or funds to replace aboveground utilities infrastructure that may be conditioned upon such replacement infrastructure being placed either aboveground or underground; and other relevant factors, including, without limitation, matters relating to public safety, health, welfare, convenience, aesthetics, economy, energy conservation, and availability of services.

- (3) After submission of such plan, consultation with the general manager of the city utilities regarding such plan, and such investigation as shall be determined appropriate by the director of public works of the city, said long-range plan or plans may be approved by the director of public works of the city, in whole or in part, or may be modified in whole or in part, as deemed appropriate by such directors. After such long-range plan or plans have been reviewed, approved, and/or modified, in whole or in part, such plan or plans shall serve as the guide for installation of city utility facilities and infrastructure either aboveground , or underground, as the case may be, within the city, for the subsequent four-year period.
- (b) When the director of public works of the city reasonably determine that the aboveground utilities facilities in a particular block or blocks of the city should be relocated underground, by reason of the age and condition of the aboveground utilities infrastructure, city and/or city utility plans to reconstruct streets, sanitary and storm sewer facilities and other public infrastructure along streets, the age, size and condition of trees along the public right-of-way, or other relevant factors, including without limitation public safety, health, welfare, convenience, aesthetics, economy, energy conservation, and availability of services, the director of public works shall cause a written notice to be sent by certified mail to each public utility whose services make use of any of the aboveground utilities infrastructure in that particular block or blocks of the city. Such notice shall be given at least 180 days prior to the date work installing such utilities facilities underground shall commence. The notice shall include an order that the identified facilities shall be removed from poles and placed underground as provided in this chapter. The notice shall provide a date certain by which time the facilities must be placed underground. The director of public works shall coordinate a meeting among all affected public utilities, to plan for the work necessary to install all such utilities facilities underground. To the maximum extent practicable, the city shall endeavor to cause all of such utilities providers to install their utilities facilities underground in a common trench, and at the same time, in order to minimize disruption in the public right-of-way, and to cause said utilities facilities to be installed underground in the most economically feasible manner for both the city and for all such public utility providers. Any facility not placed underground in a common trench must nonetheless be placed underground in a location consistent with city allocation of uses of the right-of-way as approved by the director of public works. In directing placement of facilities underground, the director may exempt facilities or portions of facilities that cannot be undergrounded safely or without adversely affecting the reliability or functionality of such facilities or portions of such facilities.
- (c) The city director shall ensure that the decision to relocate the utility facilities underground in such area and any exemptions granted, are made in an open, comparable, non-discriminatory and competitively neutral basis among the public utility providers.
- (d) If any utility provider objects to the determination of the city to cause said utilities' facilities to be installed underground, such utility provider shall file a written notice of appeal with the city council, by filing the notice of appeal with the city clerk, within 90 days of the date the notice to install the facilities underground is mailed to such utility provider. The city council, or the administration committee of the city council, as the case may be, shall hold a hearing on the petitioner's appeal within 60 days of the date of receipt of the notice of appeal. The petitioner may present written and oral evidence at the hearing in support of its appeal, and may be represented by counsel at its own expense. The city director of public works along with any other appropriate witnesses shall appear at the hearing, and shall present written and oral evidence in support of the notice to require the utilities' facilities to be installed underground, and shall be represented by the city attorney. At the conclusion of the hearing, the city council, or the administration committee of the city council, as the case may be, shall close the hearing, and shall issue a written decision on the appeal within 20 days of the date of closing of the hearing on the appeal.

- (e) In considering the appeal, the city council or administration committee, as the case may be, shall determine whether the decision of the director of public works complies with the purposes stated in this chapter, and if there is a reasonable factual basis for the determination of said official that the public utilities facilities in the area in question should, in the interests of public safety, health, welfare, convenience, aesthetics, economy, energy conservation, reliability of services and other relevant factors, be relocated underground; and whether the decision of said official regarding the relocation of the utilities facilities underground has been exercised in an open, comparable, non-discriminatory and competitively neutral basis among all such public utility providers.

(Code 2017, § 27-6; Ord. No. 2717, § 1, 9-13-2010; Ord. No. 2791, § 1, 4-22-2013)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
PHONE 319-273-8600
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MEMORANDUM

Legal Services Division

TO: Mayor Brown, City Council
FROM: Kevin Rogers, City Attorney
DATE: May 3, 2019
SUBJECT: Reorganization Ordinances

You will recall that I provided to you a memorandum a couple weeks ago summarizing the Code of Ordinance changes made necessary by reorganization. The attached Ordinance is one of four being presented for first consideration during the regular Council meeting on May 6, 2019.

This particular Ordinance addresses the renaming of the Public Works and Parks Division Manager to the Operations and Maintenance Division Manager. This Division remains in what will be known as the Department of Public Works.

Let me know if you have any questions.

ORDINANCE NO. _____

AN ORDINANCE REPEALING THE FOLLOWING SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF, NEW SECTIONS WITH THE SAME NUMERICAL DESIGNATION AS THOSE REPEALED: **(1).** SUBSECTION 15-2(20), NUISANCE DEFINED; CERTAIN ACTS, CONDITIONS DECLARED AS NUISANCES, OF ARTICLE I, IN GENERAL, OF CHAPTER 15, NUISANCES; **(2).** SECTION 17-40, SUPERVISION; APPOINTMENT OF ARBORIST SUPERVISOR, SECTION 17-41, DUTIES OF ARBORIST SUPERVISOR, SECTION 17-42, ACTING ARBORIST SUPERVISOR, OF DIVISION 2, ARBORIST SECTION; AND SECTION 17-75, SUPERVISION; APPOINTMENT OF CEMETERY SUPERVISOR, SECTION 17-86, CARE OF CEMETERY LOTS, SECTION 17-88, PLANTING OF TREES, SHRUBS, ETC., ON CEMETERY LOTS, AND SECTION 17-89, CUTTING OR REMOVAL OF TREES AND SHRUBS IN CEMETERIES, OF DIVISION 3, CEMETERY SECTION, OF ARTICLE II, ARBORIST AND CEMETERY SECTIONS, OF CHAPTER 17, PARKS AND RECREATION; **(3).** SECTION 17-231, PERMIT FOR PLANTING, TRIMMING OR OTHER WORK, SECTION 17-232, TREE TRIMMER'S LICENSE, SECTION 17-236, FASTENING SIGNS, WIRES, ETC., SECTION 17-237, DEPOSIT OR STORAGE OF MATERIALS IMPEDING PASSAGE OF WATER AND AIR TO ROOTS, SECTION 17-245, FAILURE TO DESTROY INFECTED TREES OR WOOD; DESTRUCTION BY CITY, OF ARTICLE VI, TREES AND SHRUBS, OF CHAPTER 17, PARKS AND RECREATION; **(4).** CONFORMING TITLES TO SUBSECTIONS, SECTIONS, DIVISIONS, AND ARTICLES ACCORDINGLY.

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

Section 1. Subsection 15-2(20), Nuisance Defined; Certain Acts, Conditions Declared As Nuisances, of Article I, In General, of Chapter 15, Nuisances, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and new Subsection 15-2(20) is enacted in lieu thereof, as follows:

Sec. 15-2. Nuisance defined; certain acts, conditions declared as nuisances.

Whatever is injurious to the senses or an obstruction to the free use of property so as essentially to interfere with the comfortable enjoyment of life or property by the public or

community shall be deemed a nuisance. Nuisances shall include, but shall not be limited to, the following:

* * *

- (20) Trees infected with infectious disease as identified by the city arborist or operations and maintenance division manager; or any dead, diseased or damaged trees or plant materials which may harbor serious insect or disease pests or disease injurious to other trees or plant materials, or any healthy tree in such a state of deterioration that any part of such tree is likely to fall and damage property or cause injury to persons. The stump of any tree that is removed must be cut flush with ground level, unless the stump is made into a decorative, tasteful yard element.

Section 2. Section 17-40, Supervision; Appointment of Arborist Supervisor, Section 17-41, Duties Of Arborist Supervisor, Section 17-42, Acting Arborist Supervisor, of Division 2, Arborist Section; and Section 17-75, Supervision; Appointment Of Cemetery Supervisor, Section 17-86, Care of Cemetery Lots, Section 17-88, Planting of Trees, Shrubs, Etc., on Cemetery Lots and Section 17-89, Cutting or Removal of Trees and Shrubs in Cemeteries, of Division 3, Cemetery Section, of Article II, Arborist and Cemetery Sections, of Chapter 17, Parks And Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and new Sections 17-40, 17-41, 17-42, 17-75, 17-86, 17-88, and 17-89 are enacted in lieu thereof, as follows:

Sec. 17-40. Supervision; appointment of arborist.

The arborist section of the public works department, operations and maintenance division, shall be under the control of the arborist, who shall be appointed by the operations and maintenance manager of the public works department, and be directly responsible to the public works and parks supervisor.

(Code 2017, § 20-91; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-41. Duties of arborist .

The arborist shall have the following duties and responsibilities under the supervision of the public works and parks supervisor:

- (1) To cause, unless otherwise provided, the provisions of this division to be enforced.
- (2) To direct, regulate and control the planting, caring for and removing of all trees and shrubs growing in the streets, parks or other public places in the city.
- (3) To advise the owners and occupants of private property regarding the kind, culture, care and disposal of any tree or shrub within the city limits.

(Code 2017, § 20-92; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-42. Acting arborist.

In the absence of the arborist, the duties and responsibilities of the arborist enumerated in this division shall be those of a designee appointed by the operations and maintenance division manager.

(Code 2017, § 20-93; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-75. Supervision; appointment of cemetery supervisor.

The cemetery section of the department of public works, operations and maintenance division, shall be under the control of the cemetery supervisor, who shall be appointed by the director of public works upon recommendation of the operations and maintenance division manager and be directly responsible to the operations and maintenance division manager.

(Code 2017, § 20-106; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-86. Care of cemetery lots.

- (a) *Persons authorized to care for lots.* No person, other than the owner or his heirs, or a near relative or intimate friend, working without compensation, shall be permitted to care for any cemetery lot; but all lots for the care of which no provision has been made by a deposit in the permanent care fund shall be properly cared for by the duly authorized cemetery supervisor under the direction of the operations and maintenance division manager.
- (b) *Lots provided for by deposit for permanent care.* All cemetery lots, the care of which is provided for by a deposit in the permanent care fund, shall be especially under the charge of the cemetery supervisor, who shall properly seed or sod the lots as often as required, keep them mowed during the entire growing season, cut all grass around any marker or monument, and at all times keep such lots in a clean and attractive condition.
- (c) *Special assessment.* A special assessment in accordance with the rates adopted by the council by resolution therefor shall be made against each and every occupied cemetery lot in a cemetery, where no other provision has been made for the care of the lot, payable at the office of the city clerk, without notice, on or before May 1 of each year. Such assessment shall be delinquent on October 1 following, at which date a penalty of 25 percent shall be added. No further burials shall be made on any lot on which an assessment is due until the assessment, with all penalties, has been paid in full.

(Code 2017, § 20-117; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-88. Planting of trees, shrubs, etc., on cemetery lots.

No tree, vine, shrub or other living thing shall be planted on any cemetery lot, except under the supervision and with the permission of the cemetery supervisor or the operations and maintenance division manager. If planted without such permission, the tree, vine, shrub or other living thing may be removed by the cemetery supervisor without notice.

(Code 2017, § 20-119; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-89. Cutting or removal of trees and shrubs in cemeteries.

No person shall cut down or remove any trees and shrubs naturally growing in a cemetery without the consent of the cemetery supervisor or the operations and maintenance division manager.

(Code 2017, § 20-120; Ord. No. 2823, § 1, 6-23-2014)

Section 3. Section 17-231, Permit For Planting, Trimming or Other Work, Section 17-232, Tree Trimmer's License, Section 17-236, Fastening Signs, Wires, Etc., Section 17-237, Deposit or Storage of Materials Impeding Passage of Water And Air To Roots, Section 17-245, Failure To Destroy Infected Trees or Wood; Destruction By City, of Article VI, Trees And Shrubs, of Chapter 17, Parks And Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and new Sections 17-231, 17-232, 17-236, 17-237 and 17-245 are enacted in lieu thereof, as follows:

Sec. 17-231. Permit for planting, trimming or other work.

- (a) *Required.* No person shall plant, move, spray, fertilize, brace, trim, cut above or below ground or otherwise disturb any tree or shrub in any street, park or other public place in the city, or cause such action to be done by others, without first obtaining a written permit from the operations and maintenance division manager, who shall issue the permit if, in the judgment of the division manager, the desired work is necessary and the proposed method and workmanship thereof are of satisfactory nature; provided that a permit will not be required for the trimming or maintaining of shrubbery growing on any street, park or other public place if such shrubbery does not constitute a public nuisance.
- (b) *Bond.* The operations and maintenance manager or arborist supervisor may demand the posting of bond or insurance before the permit is granted. Such bond or insurance shall be of sufficient amount to reasonably cover any damages that may occur to life or property while the provisions of the permit are being carried out.
- (c) *Contents.* Every permit granted in accordance with this section by the operations and maintenance manager shall describe the work to be done and the estimated cost, define the species, sizes and locations of all trees and shrubs concerned, and contain a definite date of expiration.
- (d) *Violation of terms.* Any permit may be declared void if the terms are violated.

(Code 2017, § 20-248)

Sec. 17-232. Tree trimmer's license.

- (a) *Required; issuance.* No person shall engage in the business of removing, cutting or trimming of trees or shrubbery in the city without first being granted a license as a tree trimmer. Such license shall allow the removing, cutting and trimming of shade trees over 30 feet in height standing in any street or other public or private place in the city, upon payment of an annual license fee of such amount as is established by resolution of the city council from time to time, which shall become due and payable on January 1 of each year.
- (b) *Bond.* Any person, before engaging in the business or occupation of removing, cutting or trimming trees in the city, shall deposit with the city clerk a good and sufficient bond or evidence of insurance of such amount as is established by the city council from time to time, conditioned that such person

will faithfully comply with the provisions of this article, and further conditioned to indemnify, save and keep harmless the city and its officers from any and all claims, damages and losses and actions by reason of any acts or things done under or by authority or permission granted in this section.

- (c) *Proof of workers' compensation.* Any person, before engaging in the business or occupation of removing, cutting or trimming trees in the city, shall furnish satisfactory evidence to the arborist or operations and maintenance manager that the workers employed by him are covered by a suitable workers' compensation policy according to the laws of the state.
- (d) *Certificate of general liability insurance.* Any person, before engaging in the business or occupation of removing, cutting or trimming trees in the city, shall file with the city clerk a certificate of general liability insurance written by a company authorized to transact business in the state, in limits for property damage and for a combined single limit for any person, in amounts established by the city council from time to time, said certificate to be written on a standard form and carrying an endorsement naming the city and its employees as additional insureds as its interest may appear and conditioned upon the faithful performance of all duties required of such contractor by any ordinances, rules and regulations of the city. It shall be a further condition of said certificate of insurance that the obligator will hold the city harmless from any and all damages sustained by reason of neglect or incompetency on the part of such contractor, his agents or employees in the performance of the work done under a license or permit issued upon the filing of said certificate. Said certificate of insurance shall be issued on or before engaging in the business or occupation described above and shall be refilled annually and kept in continuous full force and effect. That it is the intent and purpose of said certificate of insurance to also bind the individual, company, firm, association or partnership, whether it be trade name, corporation, or other business association or arrangement with which the principal is associated.

(Code 2017, § 20-249; Ord. No. 2181, §§ 1, 2, 3-24-1997; Ord. No. 2421, § 1, 3-10-2003; Ord. No. 2443, § 1, 8-25-2003)

Sec. 17-236. Fastening signs, wires, etc.

No person shall fasten any sign, box, wire, rope or other material to, around or through any tree or shrub in any street, park or other public place in the city, except by permission of the arborist or operations and maintenance manager, or when such materials are designed to preserve such tree or shrub and have been placed under a permit granted by the arborist.

(Code 2017, § 20-253)

Sec. 17-237. Deposit or storage of materials impeding passage of water and air to roots.

No person shall deposit, place, store or maintain upon any street, park or other public place in the city any stone, brick, sand, concrete or other material which will impede the free passage of water, air and fertilizer to the roots of any tree or shrub growing therein, except by the permission of the arborist or operations and maintenance division manager, or when such materials are designed for the construction of sidewalks, paving, gutters or other public improvements and have been placed under a permit granted by the city or some department thereof.

(Code 2017, § 20-254)

Sec. 17-245. Failure to destroy infected trees or wood; destruction by city.

- (a) Each day a nuisance shall continue, after notice from the operations and maintenance division manager or his designee to abate the nuisance within the period set forth in subsection (b) of this section, shall constitute a separate offense. Such notice shall be given and shall be deemed complete when delivered to such owner, lessee or other person in control of such lot or tract of land, or by sending such notice to the owner, lessee or other person in control of such lot or tract of land, by the United States registered mail, addressed to the owner, lessee or other person in control of such lot or tract of land at his last known address.
- (b) If an owner, lessee or other person in control of a lot or tract of land upon which a nuisance exists fails to remove or destroy a tree or wood infected with Dutch elm disease or other disease or Elmwood with bark not removed, and the roots thereof, as directed by the operations and maintenance division manager, within ten days after notice from the operations and maintenance division manager to do so, the operations and maintenance division manager, without prejudice to the penalty provided in this article, shall effect removal at the expense of such person. The cost thereof shall be assessed in accordance with Iowa Code § 364.12(3)(b), (3)(h).

(Code 2017, § 20-261)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk



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 Brown, City Council
FROM: Kevin Rogers, City Attorney
DATE: May 3, 2019
SUBJECT: Reorganization Ordinances

You will recall that I provided to you a memorandum a couple weeks ago summarizing the Code of Ordinance changes made necessary by reorganization. The attached Ordinance is one of four being presented for first consideration during the regular Council meeting on May 6, 2019.

This particular Ordinance is not specifically related to reorganization. Rather, the changes represented in this Ordinance have to do with miscellaneous items that have arisen very recently or else were not addressed during recodification.

Let me know if you have any questions.

ORDINANCE NO. _____

AN ORDINANCE REPEALING THE FOLLOWING SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF, NEW SECTIONS WITH THE SAME NUMERICAL DESIGNATION AS THOSE REPEALED: **(1).** SECTION 2-475, OF DIVISION 1, GENERALLY, AND SECTION 2-537, INFORMATION SYSTEMS MANAGER, OF DIVISION 3, INFORMATION SYSTEMS DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND SECTION 2-918, DIRECTOR OF PUBLIC SAFETY SERVICES—GENERALLY, OF DIVISION 1, GENERALLY, AND SECTION 2-987, FIRE CHIEF, OF DIVISION 3, FIRE OPERATIONS DIVISION, OF ARTICLE VIII, DEPARTMENT OF PUBLIC SAFETY SERVICES, ALL CONTAINED IN CHAPTER 2, ADMINISTRATION; **(2).** SUBSECTION 12-27(a), MEMBERSHIP; APPOINTMENT OF MEMBERS; TERM OF OFFICE; AND QUALIFICATIONS, OF ARTICLE II, HUMAN RIGHTS COMMISSION, OF CHAPTER 12, HUMAN RELATIONS; **(3).** SECTION 15-80, ENFORCEMENT OF ARTICLE, OF ARTICLE III, NOISE, OF CHAPTER 15, NUISANCES; **(4).** SECTION 17-140, POWERS AND DUTIES OF BOARD, OF ARTICLE III, ART AND CULTURE CENTER BOARD; AND SECTION 17-304, DIRECTOR OF MUNICIPAL OPERATIONS AND PROGRAMS TO SERVE AS EX-OFFICIO MEMBER OF BOARD AND SECTION 305, POWERS AND DUTIES OF BOARD, OF ARTICLE VIII, VISITORS AND TOURISM BOARD; AND SECTION 17-332, MEMBERSHIP OF BOARD; APPOINTMENT OF MEMBERS, AND SECTION 17-337, POWERS AND DUTIES OF BOARD, OF ARTICLE IX, COMMUNITY CENTER AND SENIOR SERVICES BOARD, ALL CONTAINED IN CHAPTER 17, PARKS AND RECREATION; **(5).** SECTION 23-41, COLLECTION AND DISPOSITION OF MONEY DEPOSITED IN PARKING METERS, OF DIVISION 1, GENERALLY, OF ARTICLE II, ADMINISTRATION AND OBEDIENCE, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES; **(6).** SECTION 24-38, WATER RECLAMATION DIVISION, AND SECTION 24-41, GENERAL RENTAL FEES, OF DIVISION 1, GENERALLY, OF ARTICLE II, SEWERS AND SEWAGE DISPOSAL, AND SECTION 24-274, MONITORING OF DISCHARGES, OF ARTICLE IV, ILLICIT DISCHARGE DETECTION AND ELIMINATION, ALL CONTAINED IN CHAPTER 24, UTILITIES; **(7).** SUBSECTION 26-62(f), APPEALS,

OF DIVISION 2, BOARD OF ADJUSTMENT, OF ARTICLE II, ADMINISTRATION AND ENFORCEMENT; AND SECTION 26-190, P PUBLIC ZONING DISTRICT, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING; **(8)**. CONFORMING TITLES TO SUBSECTIONS, SECTIONS, DIVISIONS, AND ARTICLES ACCORDINGLY.

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

Section 1. Section 2-475, of Division 1, Generally, and Section 2-537, Information Systems Manager, of Division 3, Information Systems Division, of Article V, Department of Finance And Business Operations; and Section 2-918, Director Of Public Safety Services—Generally, of Division 1, Generally, and Section 2-987, Fire Chief, of Division 3, Fire Operations Division, of Article VIII, Department of Public Safety Services, All Contained In Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and new Sections 2-475, 2-537, 2-918 and 2-987 are enacted in lieu thereof, as follows:

Sec. 2-475. Director of finance and business operations—Generally.

(a) *Appointment.* The director of finance and business operations shall be recommended for appointment by the city administrator. The city administrator shall recommend this appointment to the mayor for city council approval.

(b) *Powers and duties.*

- (1) The director of finance and business operations shall be the chief finance officer (CFO) of the city and shall supervise, direct and manage the conduct of the following divisions:
 - a. Public records.
 - b. Financial services.
 - c. Legal services.
 - d. Information systems.

The director of finance and business operations shall also supervise, direct, manage and act as liaison to, the library and community center/senior services division.

- (2) The director is empowered to exert supervisory and management control over each division and is empowered to appoint a controller/city treasurer, and information systems manager, and a city attorney and to recommend to the city administrator, city council, and mayor a city clerk for yearly appointment as division heads. Each division head is individually charged by the director to carry out all of the statutory duties mandated by federal, state and local regulations of his or her division. The director is responsible for the establishment of broad policies related to departmental conduct, procedures and operations, and the formation of programs which provide the citizens of the city, the city administrator, the mayor, the city council and each department with a full range of support services. The director peremptorily may suspend, demote or discharge any subordinate for any lawful reason.
- (3) The director shall be responsible for the preparation and administration of the departmental work program and budgets to ensure that all statutory and subsidiary programs are implemented by the division responsible.
- (4) The director shall perform all other duties assigned by the city administrator, mayor, and city council and shall be under the direct administrative supervision of the city administrator.

(Code 2017, § 2-308; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-537. Information systems manager.

- (a) *Appointment.* An information systems manager shall be appointed by the director of finance and business operations and shall be directly responsible to the director of finance and business operations. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Duties.* The information systems manager shall supervise, direct and manage the information systems division. The information systems manager's duties shall be as follows:
 - (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the information systems division within the parameters of departmental policy.
 - (2) Making an annual report of the activities of the division for each fiscal year, the report to be filed with the finance and business operations director.
 - (3) Assigning the personnel of the information systems division as deemed necessary to carry out the functions of the information systems division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.
 - (4) Providing computer maintenance and operations support to all departments through the city mainframe computer, file servers, network infrastructure, personal computers and all related peripheral equipment.
 - (5) Coordinating the purchase and usage of all computer hardware and software in compliance with administrative policy to ensure system integrity.
 - (6) Managing the city's communications system, including voice mail system, telecommunications and computer communications.
 - (7) Coordinating a training program which provides employees with the type of education necessary for the functions performed.
 - (8) Coordinating the purchase and usage of video production equipment.
 - (9) Managing the city's government, educational, local origination and public access channels.
 - (10) Coordinating the production of video programs for the government access channel with all city departments.
 - (11) Coordinating the production of video programs for the government and educational access channels with institutions and community organizations outside of the city's operation.
 - (12) Performing or causing to be performed any other duties as directed by the director of finance and business operations.
 - (13) Maintaining and operating police computer and video systems.
 - (14) Maintaining official city maps and keeping the maps in a correct and up-to-date fashion showing new additions, streets, alleys, avenues, public squares, public buildings, bridges, streams and other pertinent objects. The collection of maps shall include, but not be limited to, the city street, plat, zoning, thoroughfare, sewer and ward and precinct maps.

(Code 2017, § 2-353; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-918. Director of public safety services—Generally.

- (a) *Appointment.* The director of public safety services shall be recommended for appointment by the city administrator. The city administrator shall recommend this appointment to the mayor for city

council approval. Such appointment shall be in accordance with all applicable statutory civil service procedures.

(b) *Powers and duties.*

- (1) The director of public safety services shall supervise, direct and manage the conduct of the following divisions:
 - a. Police operations.
 - b. Fire operations.
- (2) The director is empowered to exert supervisory and management control over each division. The director may also serve as either the police chief or the fire chief. The director is empowered to recommend for appointment to the city administrator, and by the city administrator to the mayor, for city council approval, either a deputy director of police operations (police chief) or a deputy director of fire operations (fire chief), who are individually charged by the director to carry out all of the statutory duties mandated by federal, state and local regulations of his or her respective division.
- (3) The director is responsible for the establishment of broad policies related to departmental conduct, procedures and operations, and the formation of programs which provide the citizens of the city with police and fire protection. Said policies and programs shall provide the latitude for each division chief to respond rapidly and effectively during emergencies within the scope of federal, state and local regulations.
- (4) It shall be the duty of the director to cause the enforcement of the laws of the state and the ordinances of the city of which the department takes cognizance. The director shall also be responsible for the control, direction, efficiency, and internal affairs of the department of public safety services and shall have the power and authority to establish and assign programs within the department as is deemed necessary to carry out the functions, objectives and goals of said department mandated by the city council, state or federal government of said department and to proscribe rules, regulations, policies and procedures for the conduct and management of that department as deemed necessary to implement said programs. The director may peremptorily suspend, demote, or discharge any subordinate appointed by the director for any lawful reason.
- (5) The director shall perform all other duties assigned by the city administrator, mayor, and city council and shall be under the direct administrative supervision of the city administrator.

(Code 2017, § 2-628; Ord. No. 2825, § 4, 6-23-2014)

Sec. 2-978. Fire chief.

- (a) *Appointment.* If the director of the public safety services department is not the appointed fire chief, a deputy director of fire operations, also known as the fire chief, shall be recommended for appointment by the director of public safety services to the city administrator, and by the city administrator to the mayor, for city council approval. Said deputy director of fire operations shall be directly responsible to the director of public safety services. If the director of the public safety services department is the appointed fire chief, said director shall manage the fire operations division, and shall be directly responsible to the city administrator. All appointments of deputy directors shall be in accordance with all applicable statutory civil service procedures.
- (b) *Powers and duties.* The fire chief shall supervise, direct and manage the fire operations division. The duties shall be as follows:
 - (1) To promulgate orders, rules and regulations for the conduct and guidance of the members of the fire operations division within the parameters of that department's policy.
 - (2) To keep a record of all fires, emergency responses or disaster assistance calls that occur during the fiscal year and file the same with the public safety services director.

- (3) To maintain records of all hazardous materials stored, processed and utilized by private and public entities in accordance with federal and state regulations.
- (4) To assign the personnel of the fire operations division, as deemed necessary to carry out its functions; and to prescribe rules and regulations for the conduct and management of the division consistent with the department's policies.
- (5) To peremptorily suspend, demote or discharge any subordinate for neglect of duty, disobedience, misconduct, or failure to properly perform the person's duty in accordance with law and the department's policy.
- (6) To provide and coordinate training programs for the fire operations division related to the division's specialized functions.
- (7) To maintain accurate and complete records for the fire operations division in accordance with federal, state and local regulations.
- (8) To provide a coordinated community relations program which educates the general public with regard to fire prevention and hazardous materials storage, handling and disposal.
- (9) To provide inspection and prevention programs which enforce the International Fire Code and Minimum Rental Housing Code.
- (10) To prepare a fire operations division budget for the public safety services director's review and approval for the city administrator's, mayor's and city council's annual consideration.
- (11) To perform or cause to be performed any other duties as directed by the director of public safety services.
- (12) To make all appointments or promotions for positions in the fire operations division as provided by state statute.
- (13) To administer the city's rental housing inspections program, including the Section 8 housing program, and commercial property inspections program.

(Code 2017, § 2-653; Ord. No. 2825, § 4, 6-23-2014)

Section 2. Subsection 12-27(a), Membership; Appointment of Members; Term of Office; And Qualifications, of Article II, Human Rights Commission, of Chapter 12, Human Relations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and new Subsection 12-27(a) is enacted in lieu thereof, as follows:

Sec. 12-27. Membership; appointment of members; term of office; and qualifications.

- (a) The city human rights commission shall consist of 9 members, appointed by the mayor with the advice and consent of the city council. Appointees subsequent to the initial appointees shall serve for a term of three years, and thereafter until a successor has been appointed. Vacancies shall be filled within 60 days for the remainder of an unexpired term. Appointments shall take into consideration the various racial, religious, economic, cultural, sex, sexual orientation, gender identity, age, physical disability and social groups in the city.

Section 3. Section 15-80, Enforcement of Article, of Article III, Noise, of Chapter 15, Nuisances, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and new Section 15-80 is enacted in lieu thereof, as follows:

Sec. 15-80. Enforcement of article.

It shall be the duty of the chief of police or designee to enforce the provisions of this article.

(Code 2017, § 18-71)

Section 4. Section 17-140, Powers and Duties of Board, of Article III, Art and Culture Center Board, and Section 17-304, Director of Municipal Operations and Programs To Serve As Ex-Officio Member of Board; and Section 17-305, Powers and Duties of Board, of Article VIII, Visitors And Tourism Board; and Section 17-332, Membership of Board; Appointment of Members, and Section 17-337, Powers and Duties of Board, of Article IX, Community Center and Senior Services Board, All Contained in Chapter 17, Parks And Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and new Sections 17-140, 17-304, 17-305, 17-332 and 17-337 are enacted in lieu thereof, as follows:

Sec. 17-140. Powers and duties of board.

The city art and culture board shall have and possess the following powers and duties and such other powers as may be incidental thereto as necessary, and such other powers as may be expressly conferred upon it by law:

- (1) To adopt rules and regulations governing the board's organization and procedure as may be deemed necessary. All bylaws, rules or regulations shall be consistent with state, federal and local statutes.
- (2) To develop and provide an art and culture program for the citizens of the city based on the level of financial support provided by the city council and other entities.
- (3) To determine the operations and programming policy for the city art and culture center, which will be administered by the department of community development through the visitors and tourism/cultural programs division manager.
- (4) To participate, if requested by the director of community development, in the selection process of the visitors and tourism/cultural programs division manager.
- (5) Jointly with the director of municipal operations and programs, to evaluate the performance of the visitors and tourism/cultural programs division manager on a yearly basis.
- (6) To make recommendations to the city council regarding the disposition of all gifts, allocations, devices and bequests that may be made in the city for the purpose of establishing, increasing or improving the city art and culture program or the development of the art and culture center. However, when any such gift, donation, devise or bequest is conditioned on any act of the city, the city council must first determine whether such condition can be met.
- (7) To serve as the city's review agency and coordinator of all outside agency and special group requests for city financial support related to the provision of art, theater, music or other cultural services.
- (8) On behalf of the city, to accept gifts or works of art and select or make purchases of pictures, portraits, statuary and relics, and other objects of art, in the original and in replicas or copies, books, periodicals, papers and journals on the subject of art, and furniture, fixtures, stationery and supplies for such art.
- (9) To recommend to the city council expenditures by the community development department on behalf of the city and board in conformance with the board's program policies.

(Code 2017, § 20-163; Ord. No. 2823, § 2, 6-23-2014)

Sec. 17-304. Director of community development to serve as ex-officio member of board.

The director of community development shall serve as an ex-officio member of the city visitors and tourism board, without voting privileges.

(Code 2017, § 20-326; Ord. No. 2823, § 3, 6-23-2014)

Sec. 17-305. Powers and duties of board.

The city visitors and tourism board shall have and possess the following powers and duties and such other powers as may be incidental thereto as necessary, and such other powers as may be expressly conferred upon it by law:

- (1) To adopt rules and regulations governing the board's organization and procedure as may be deemed necessary. All bylaws, rules or regulations shall be consistent with state, federal and local statutes and shall be subject to the approval of the city council.
- (2) To develop and provide visitors and tourism programs for visitors to the city based on the level of financial support provided by the city council and other entities.
- (3) To enhance the economic development of the city by promoting the city as a visitors destination and as a viable setting to hold meetings, conventions, special events and community attractions.
- (4) To determine the operations and programming policy for visitors and tourism events, that will be administered by the department of community development through the manager of visitors and tourism/cultural programs division.
- (5) To participate, if requested by the director of community development, in the selection process of the visitors and tourism/cultural programs division manager.
- (6) Jointly with the director of municipal operations and programs, to evaluate the performance of the manager of visitors and tourism/cultural programs division on a yearly basis. The board may recommend to the director that the manager of visitors and tourism/cultural programs division be dismissed for cause, incompetency, inattention to duties or failure to provide satisfactory program leadership, following a vote of two-thirds of the board members and compliance with the city's personnel policy and procedures.
- (7) To serve as the city's review agency and coordinator of all outside agency and special group requests for city financial support related to the use of hotel/motel tax proceeds to support visitors and tourism services.
- (8) To recommend to the city council the approval of grants, projects or programs when necessary and timely as a part of the city's annual budget process.
- (9) To recommend to the city council for its approval guidelines and policies related to grant application processes, procedures and authorizations.
- (10) To recommend to the city council expenditures by the community development department on behalf of the city and board in conformance with the board's program policies.

(Code 2017, § 20-327; Ord. No. 2823, § 3, 6-23-2014)

Sec. 17-332. Membership of board; appointment of members.

- (a) Subject to the provisions of subsection (e) of this section, the city community center and senior services board shall be composed of five members, who shall be citizens of the city.

- (b) The members shall be qualified by general knowledge or experience in matters related to senior activities and community social programs.
- (c) Members shall not hold any elective position in the city.
- (d) The members shall be appointed by the mayor, subject to approval of the city council.
- (e) In order for the board to reduce to five members, members shall not be reappointed as their terms expire, except to achieve gender balance.

(Code 2017, § 20-330; Ord. No. 2823, § 4, 6-23-2014)

Sec. 17-337. Powers and duties of board.

The city community center and senior services board shall have and possess the following powers and duties and such other powers as may be incidental thereto as necessary, and such other powers as may be expressly conferred upon it by law:

- (1) To adopt rules and regulations governing the board's organization and procedure as may be deemed necessary. All bylaws, rules or regulations shall be consistent with state, federal and local statutes and shall be subject to the approval of the city council.
- (2) To recommend to the community center/senior services section of the department of finance and business operations community center and senior services programs for senior citizens of the city based on the level of financial support provided by the city council and other entities.
- (4) Along with the library director, the director of finance and business operations and the city council, determine the operations and programming policy for community center and senior events, which will be administered by the department of finance and business operations through the community center and senior services section.
- (5) Jointly, if requested by the director of finance and business operations, to evaluate the performance of the community center and senior services section on a yearly basis.
- (6) To recommend to the city council the approval of grants, projects or programs when necessary and timely as a part of the city's annual budget process for senior services or community center improvements.

(Code 2017, § 20-335; Ord. No. 2823, § 4, 6-23-2014)

Section 5. Section 23-41, Collection and Disposition of Money Deposited In Parking Meters, of Division 1, Generally, of Article II, Administration and Obedience, of Chapter 23, Traffic And Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and new Section 23-41 is enacted in lieu thereof, as follows:

Sec. 23-41. Collection and disposition of money deposited in parking meters.

It shall be the duty of the parking enforcement and administration section of the public records division of the department of finance and business operations to make regular collections of the money deposited in the parking meters of the city. It shall be the duty of such persons removing the coins to place them in the approved container and to deliver the container to the city's financial institution so that the funds may be counted and deposited in the city's account.

(Code 2017, § 26-49; Ord. No. 2729, § 1, 2-14-2011)

Section 6. Section 24-38, Water Reclamation Division, and Section 24-41, General Rental Fees, of Division 1, Generally, of Article II, Sewers And Sewage Disposal; and Section 24-274, Monitoring of Discharges, of Article IV, Illicit Discharge Detection And Elimination, All Contained In Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and new Sections 24-38, 24-41 and 24-274 are enacted in lieu thereof, as follows:

Sec. 24-38. Water reclamation division.

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

(Ord. No. 2924, § 27-27, 6-4-2018)

Sec. 24-41. General rental fees.

(a) *Monthly rental fee: determination.*

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

**CITY OF CEDAR FALLS
SEWER RENTAL FEE SCHEDULE**

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

- (b) *Maximum fees for residential use.* Residential sewer rental fees during the months of May through November shall not exceed the average amount charged for usage during the previous January through March period.
- (c) *Reduction for low-income households.* Each payor of the monthly sewer rental fee who meets the low-income requirement, as set by the U.S. Government, contained in the Section 8 Housing Assistance Program of the city, may apply annually to the director of public works for, and be granted, a \$3.00 per month reduction in the monthly sewer rental fee for the first 200 cubic feet of water used.
- (d) *Users without city water service.* Each user of city sanitary sewer which does not have water provided and metered by the city utilities shall be charged a monthly sewer rental fee which is two times the base rate which is provided for in subsection (a) of this section. That user may, however, through certified metering of well water for residential use or provision of receipts from a recognized adjoining public water jurisdiction, provide to the director of community development documentation of actual water usage. If water usage can be verified, that user will be charged the monthly sewer rental fee as provided in subsections (a) and (b) of this section.
- (e) *Mobile home parks.* Mobile home parks utilizing a central water metering system shall be charged the same monthly sewer rental fees for each dwelling unit connected to the public sewage disposal system as are provided for in subsection (a) of this section.
- (f) *Determination of multiple dwelling rental fees.* Multiple dwellings using a single water meter shall pay at the same rates listed in subsection (a) of this section, with the usage for each individual dwelling unit determined by dividing the amount of water metered by the number of dwelling units, regardless of occupancy of said units.
- (g) *Determination of commercial, industrial rental fees.* Commercial and industrial sewer rental fees shall be based on actual water usage, metered or unmetered, including water added to the sewage disposal system by the commercial or industrial users, at the same rates described in subsection (a) of this section. However, the director of community development may establish reduced sewer rental fees, to be reviewed on an annual basis, for commercial and industrial users which have unique discharges requiring very little actual treatment, such as the discharge of cooling water or boiler blowdown.
- (h) *Residential monthly fee for certain commercial, industrial users.* Commercial and industrial users that use higher volumes of water in the months May through November each year exclusively for purposes such as watering lawns, and can demonstrate to the director of public works that said water does not enter the sanitary sewer system may have their sewer bills adjusted such that sewer user fees billed for usage May through November each year will not exceed the average bills for usage in the months December through April each year.
- (i) *Industrial surcharge.* An industrial user, as defined in article II, division 2 of this chapter, shall be surcharged at the rate of \$0.10 for each pound of both biochemical oxygen demand and total suspended solids, as defined in article II, division 2 of this chapter, for all discharges to the sanitary sewer system which exceed a concentration of 300 milligrams per liter.
- (j) *Inclusion of state sales tax.* State sales tax is computed and included in the rates included in this section.
- (k) *Billing adjustments.* Billing adjustments may be made for any residential, commercial or industrial users that can demonstrate to the director of public works that water used does not enter the sanitary sewer system.
- (l) *Payment.* All fees required to be paid by this section shall be paid at the same time the payment for city water service is made or on the first day of the month for those users of sewer service who do not use city water service. All required payments are to be made at the office of the municipal utilities.
- (m) *Sanitary sewer surcharge for discharge of stormwater to city sanitary sewer system.* The owner of any property in the city who fails to comply with the provisions of section 7-201 or 7-202, relating to

discharge of stormwater or groundwater into the city sanitary sewer system, shall be assessed a surcharge fee, to be added to the property owner's city sewer bill, in the amount of \$100.00 per month, as provided in section 7-203.

(Ord. No. 2924, § 27-30, 6-4-2018)

Sec. 24-274. Monitoring of discharges.

- (a) The city inspection services manager and/or city engineer, bearing proper credentials and identification, may enter and inspect properties within the city if there is reasonable cause to believe that an illicit discharge to the MS4 is occurring. These inspections may include investigations, monitoring, observation, measurement, enforcement, sampling, and testing, to determine if a suspected discharge is in fact illicit.
- (b) The city inspection services manager or city engineer shall duly notify the owner of said property, or the representative of the owner or other responsible person on site, of the inspection at least 24 hours in advance of the inspection, except as provided in subsection (c) of this section. The inspection shall be conducted at reasonable times during the course of the business day, except as provided in subsection (c) of this section.
- (c) In the event the city inspection services manager or city engineer reasonably believes that discharges from the property into the MS4 may cause an imminent and substantial threat to human health or the environment, the inspection may take place without notice to the owner of the property or a representative on site. The inspector shall present proper credentials upon reasonable request by the owner or the owner's representative when contacted.
- (d) Upon refusal by any property owner to permit an inspector to enter a site or continue an inspection, the inspector shall terminate the inspection or confine the inspection to areas to which no objection is raised. The inspector shall immediately report the refusal, and the grounds of the refusal, to the inspection services manager or city engineer. The city inspection services manager or city engineer may seek appropriate compulsory process in accordance with law.
- (e) The city inspection services manager and/or city engineer shall have the right to place such devices on the property as are reasonably necessary, in the discretion of the inspection services manager or city engineer, to conduct monitoring and/or sampling of discharges.

(Code 2017, § 27-213; Ord. No. 2570, § 1, 2-13-2006)

Section 7. Subsection 26-62(f), Appeals, of Division 2, Board of Adjustment, of Article II, Administration And Enforcement; and Section 26-190, P Public Zoning District, of Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and new Subsection 26-62 and new Section 26-190 are enacted in lieu thereof, as follows:

Sec. 26-62. Appeals.

- (f) In exercising the powers mentioned in this section, the board may, in conformity with the provisions of law, reverse or affirm, wholly or partly, or modify the order, requirement, decision or determination as it believes proper, and to that end shall have all the zoning administration powers of the department of community development. The concurring vote of four members of the board shall be necessary to reverse any order, requirement, decision

or determination of the department, or to decide in favor of the applicant on any matter upon which it is required to pass under this chapter; provided, however, that the action of the board shall not become effective until after the resolution of the board, setting forth the full reason of its decision and the vote of each member participating therein, has been spread upon the minutes. Such resolution, immediately following the board's final decision, shall be filed in the office of the board, and shall be open to public inspection.

(Ord. No. 2922, § 1(29-59), 5-7-2018)

Sec. 26-190. P Public Zoning District.

The P Public Zoning District is reserved exclusively for structures and uses of land owned by the federal government, the state, the county, the city, and the Cedar Falls Community School District. Although such publicly-owned property is generally exempt from city zoning regulations and requirements, it is expected that such governmental authorities shall cooperate with the city's department of community services to encourage structures on and uses of public land which shall be compatible with the general character of the area in which such public property is located. The public zoning district classification also serves as notice to those owning or purchasing land in proximity to publicly-owned land, which is not generally subject to the regulations contained in this division.

(Ord. No. 2922, § 1(29-169), 5-7-2018)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk