



**AGENDA**  
**CITY OF CEDAR FALLS, IOWA**  
**REGULAR MEETING, CITY COUNCIL**  
**MONDAY, OCTOBER 15, 2018**  
**7:00 PM AT CITY HALL**

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- A. Call to Order by the Mayor.
- B. Roll Call.
- C. Approval of Minutes of the Regular Meeting of October 1, 2018.
- D. Agenda Revisions.
- E. Old Business:
  - 1. Pass Ordinance #2932, granting a partial property tax exemption to Standard Distribution Co. for construction of a warehouse addition at 317 Savannah Park Drive, upon its second consideration.
  - 2. Pass Ordinance #2933, amending Section 29-107 of the Code of Ordinances by removing property located in the southwest corner of Highway 58 and West Ridgeway Avenue from A-1, Agricultural District, and placing the same in HWY-1, Highway Commercial District, subject to certain conditions, upon its second consideration.
  - 3. Pass Ordinance #2934, amending Section 29-107 of the Code of Ordinances by removing property located at the north end of Lakeshore Drive from A-1, Agricultural District, and placing the same in R-1, Residence District, upon its second consideration.
- F. New Business:
  - 1. Consent Calendar: (The following items will be acted upon by voice vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)
    - a. Receive and file the Committee of the Whole minutes of October 1, 2018 relative to the following items:
      - (1) Overman Park Neighborhood Association Presentation.
      - (2) North Cedar Neighborhood Association Presentation.
      - (3) South Main and Greenhill Corridor Neighborhood Association Presentation.
      - (4) Bills & Payroll.
    - b. Approve the application of Community Main Street (J & M Displays) for a fireworks display permit for November 23, 2018.
    - c. Approve the following applications for beer permits and liquor licenses:
      - (1) Aldi Inc., 6322 University Avenue, Class C beer & Class B wine - renewal.
      - (2) Murphy USA, 518 Brandilynn Boulevard, Class C beer - renewal.
      - (3) Hilton Garden Inn, 7213 Nordic Drive, Class B liquor, Class B native wine & outdoor service - renewal.
      - (4) SingleSpeed Brewing Co., 128 Main Street, Class C liquor & outdoor service - renewal.

- (5) Blue Room, 201 Main Street, Class C liquor - change in ownership.
- (6) Fareway Store, 214 North Magnolia Drive, Class E liquor - change in ownership.
- (7) Just Dough, 6607 University Avenue, Class B beer - new.

- 2. Resolution Calendar: (The following items will be acted upon by roll call vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)
  - a. Resolution approving and authorizing execution of an Engagement Letter with The Overture Group, LLC to perform recruitment services relative to the position of City Engineer.
  - b. Resolution approving and authorizing execution of an Agreement for Bookkeeping Services with Sturgis Falls Celebration, Inc.
  - c. Resolution levying a final assessment for costs incurred by the City to mow property located at 804-804 1/2 Seerley Boulevard.
  - d. Resolution levying a final assessment for costs incurred by the City to mow property located at 216 Iowa Street.
  - e. Resolution approving and authorizing execution of a First Amendment to Agreement for Animal Services with the Cedar Bend Humane Society relative to pet licensing.
  - f. Resolution approving and authorizing execution of an Agreement for Lease of Artwork with Dallas Guffey relative to placement of a sculpture in the City right-of-way at 311 Main Street, as requested by the Cedar Falls Public Art Committee and the Art & Culture Board.
  - g. Resolution approving and authorizing execution of a Memorandum of Understanding with the Teamsters Union, Local No. 238 relative to earning compensatory time.
  - h. Resolution approving and accepting a Partial Release of Real Estate Mortgage, a Warranty Deed and a Temporary Easement, in conjunction with the Center Street Recreational Trail Project.
  - i. Resolution approving and authorizing execution of one Owner Purchase Agreement and two Tenant Purchase Agreements, and approving and accepting one Owner's Temporary Grading Easement for Construction, in conjunction with the West 1st Street Reconstruction Project.
  - j. Resolution approving and adopting payment standards for the City's Section 8 Rental Assistance Program, to become effective November 1, 2018.
  - k. Resolution approving and authorizing execution of a Letter of Agreement for asbestos testing and clearance monitoring services with Hawkeye Environmental relative to the Northern Cedar Falls Flood Buyout Program.
- G. Allow Bills and Payroll.
- H. City Council Referrals.
- I. City Council Updates.
- J. Executive Session to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, following Public Forum.

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



**CITY HALL  
CEDAR FALLS, IOWA, OCTOBER 1, 2018  
REGULAR MEETING, CITY COUNCIL  
MAYOR JAMES P. BROWN PRESIDING**

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

- 52045 - It was moved by Kruse and seconded by Green that the minutes of the Regular Meeting of September 17, 2018 be approved as presented and ordered of record. Motion carried unanimously.

Mayor Brown read a proclamation declaring October 7-13, 2018 as Earth Science Week and Geologist Sherman Lundy and UNI Student Evan Eades commented.

The Mayor read a proclamation declaring October 7-13, 2018 as Mental Illness Awareness Week. National Alliance on Mental Illness (NAMI) Board of Directors Member-at-Large Carolyn Hartsfield and Councilmember Wieland commented.

The Mayor read a proclamation declaring October 2018 as Breast Cancer Awareness Month. Beyond Pink TEAM Representative Gabbi DeWitt commented and Assistant Police Chief Berte and Fire Chief Bostwick displayed Police and Fire Department pink badges being worn to raise awareness and being sold as a fundraiser.

- 52046 - Mayor Brown announced that in accordance with the public notice of September 21, 2018, this was the time and place for a public hearing on proposed ordinance granting a partial property tax exemption to Standard Distribution Co. for construction of a warehouse addition at 317 Savannah Park Drive. It was then moved by Wieland and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 52047 - The Mayor then asked if there were any written communications filed to the proposed partial property tax exemption. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planner II Graham commented briefly. There being no one else present wishing to speak either for or against the proposed partial property tax exemption, the Mayor declared the hearing closed and passed to the next order of business.

- 52048 - It was moved by Wieland and seconded by Kruse that Ordinance #2932, granting a partial property tax exemption to Standard Distribution Co. for construction of a warehouse addition at 317 Savannah Park Drive, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

- 52049 - Mayor Brown announced that in accordance with the public notice of September 21, 2018, this was the time and place for a public hearing on proposed Agreement for

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Private Development and conveyance of certain city-owned real estate to Six Kids, L.L.C. It was then moved by Darrah and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 52050 - The Mayor then asked if there were any written communications filed to the proposed Agreement. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planner II Graham commented briefly. There being no one else present wishing to speak either for or against the proposed Agreement, the Mayor declared the hearing closed and passed to the next order of business.
- 52051 - It was moved by Wieland and seconded by Blanford that Resolution #21,272, approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement with Six Kids, L.L.C., and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to Six Kids, L.L.C., be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion Carried. The Mayor then declared Resolution #21,272 duly passed and adopted.
- 52052 - Mayor Brown announced that in accordance with the public notice of September 21, 2018, this was the time and place for a public hearing on proposed rezoning from A-1, Agricultural District, to HWY-1, Highway Commercial District, of property located in the southwest corner of Highway 58 and West Ridgeway Avenue, subject to certain conditions. It was then moved by Miller and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52053 - The Mayor then asked if there were any written communications filed to the proposed rezoning. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planner II Graham and Midland Atlantic Development Company Managing Principal John Silverman, 8044 Montgomery Road Suite 370, Cincinnati, Ohio, commented briefly. There being no one else present wishing to speak either for or against the proposed rezoning, the Mayor declared the hearing closed and passed to the next order of business.
- 52054 - It was moved by Blanford and seconded by deBuhr that Ordinance #2933, amending Section 29-107 of the Code of Ordinances by removing property located in the southwest corner of Highway 58 and West Ridgeway Avenue from A-1, Agricultural District, and placing the same in HWY-1, Highway Commercial District, subject to certain conditions, be passed upon its first consideration. Councilmember Green commented on gateway aesthetics. 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.
- 52055 - Mayor Brown announced that in accordance with the public notice of September 21, 2018, this was the time and place for a public hearing on proposed rezoning from A-1, Agricultural District, to R-1, Residence District, of property located at the north end

of Lakeshore Drive. It was then moved by Darrah and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

52056 - The Mayor then asked if there were any written communications filed to the proposed rezoning. Upon being advised that there was one written communication on file, the Mayor then called for oral comments. Planner III Sturch commented briefly. Clapsaddle-Garber Associates (CGA) Engineer Steve Trosky responded to concerns expressed by Tamie Stahl, 1009 Lakeshore Drive. There being no one else present wishing to speak either for or against the proposed rezoning, the Mayor declared the hearing closed and passed to the next order of business.

52057 - It was moved by Wieland and seconded by Miller that Ordinance #2934, amending Section 29-107 of the Code of Ordinances by removing property located at the north end of Lakeshore Drive from A-1, Agricultural District, and placing the same in R-1, Residence District, be passed upon its first consideration. Following questions and comments by Councilmembers deBuhr, Wieland, Kruse, Green and Darrah and responses by Planner III Sturch and Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Blanford, Darrah, Wieland, Green. Nay: deBuhr. Motion carried.

52058 - It was moved by Wieland and seconded by Miller that Ordinance #2931, amending Chapter 29, Zoning, of the Code of Ordinances relative to design guidelines in the Central Business District Overlay Zoning District, be passed upon its 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 #2931 duly passed and adopted.

52059 - It was moved by Green and seconded by Miller that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file the Committee of the Whole minutes of September 17, 2018 relative to the following items:

- (1) Promotion of Household Hazardous Materials Drop-off & Electronics Recycling Event – September 22, 2018.
- (2) Bills & Payroll.

Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Information Systems Technician I.

Receive and file Departmental Monthly Reports of August 2018.

Approve a request for a street closure and parking variance for the Pink Ribbon Run on October 6, 2018.

Approve the following applications for beer permits and liquor licenses:

- (1) Blue Room, 201 Main Street, Class C liquor - renewal.
- (2) Chapala 2, 1704 West 1st Street, Class C liquor - renewal.
- (3) Peppers Grill & Sports Pub, 620 East 18th Street, Class C liquor - renewal.

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- (4) Casey's General Store, 601 Main Street, Class E liquor - renewal.
- (5) Fareway Store, 214 North Magnolia Drive, Class E liquor - renewal.
- (6) Casey's General Store, 2425 Center Street, Class C beer & Class B native wine – adding Class B wine.
- (7) Casey's General Store, 5226 University Avenue, Class C beer & Class B native wine – adding Class B wine.
- (8) Casey's General Store, 5908 Nordic Drive, Class C beer & Class B native wine – adding Class B wine.

Motion carried unanimously.

52060 - It was moved by deBuhr and seconded by Green that the following resolutions be introduced and adopted:

Resolution #21,273, levying a final assessment for costs incurred by the City to mow property located at 1028 West 12th Street.

Resolution #21,274, levying a final assessment for costs incurred by the City to mow property located at 424 Balboa Avenue.

Resolution #21,275, levying a final assessment for costs incurred by the City to mow and clear overgrown vegetation on the property located at 933 West 13th Street.

Resolution #21,276, approving and authorizing execution of an Amendment to SIRE Technologies Maintenance Agreement with Hyland Software, Inc. relative to the City's agenda management software.

Resolution #21,277, approving and authorizing execution of a 28E Agreement for Tobacco, Alternative Nicotine and Vapor Product Enforcement with the Iowa Alcoholic Beverages Division.

Resolution #21,278, approving and accepting completion of public improvements in The Arbors Third Addition.

Resolution #21,279, approving and authorizing execution of four Owner Purchase Agreements, and approving and accepting four Owner's Temporary Grading Easements and two Public Utility Easements, in conjunction with the West 1st Street Reconstruction Project.

Resolution #21,280, approving and authorizing Change Order No. 2 to the contract with Iowa Bridge & Culvert, LC for the 2017 Levee/Floodwall System Improvements Project.

Resolution #21,281, approving and authorizing execution of an Owner Purchase Agreement, and approving and accepting a Partial Release of Real Estate Mortgage and Permanent Utility Easement, in conjunction with the 2017 Levee/Floodwall System Improvements Project.

Resolution #21,282, approving and accepting completion of traffic signal improvements in the Heritage Hills Estates Second Addition.

Resolution #21,283, approving and authorizing execution of a License Agreement with Aureon Network Services relative to installing a fiber optic telecommunications system in the West 1st Street & North Union Road public right-of-way.

Resolution #21,284, approving and authorizing execution of a License Agreement with Aureon Network Services relative to installing a fiber optic telecommunications system in the Magnolia Drive & Crescent Drive public right-of-way.

Resolution #21,285, approving and accepting the low bids, and approving and authorizing execution of three Rehabilitation Contracts with Kirvan Enterprises LLC, relative to Community Development Block Grant (CDBG) housing rehabilitation projects.

Resolution #21,286, approving a Central Business District Overlay Zoning District site plan for a deck addition at 419 Washington Street.

Resolution #21,287, approving and authorizing execution of a Memorandum of Understanding with the City of Waterloo relative to Iowa Northland Regional Council of Governments (INRCOG) preparation of the City's FY20-24 Five-Year Consolidated Action Plan for the Community Development Block Grant & HOME Programs.

Resolution #21,288, approving and authorizing execution of a Professional Service Agreement with the Iowa Northland Regional Council of Governments (INRCOG) relative to preparation of the Five-Year Consolidated Plan and Analysis of Impediments to Fair Housing for FFY 19-23 (City FY20-24).

Resolution #21,289, of support for a grant application to the Black Hawk County Gaming Association relative to the Downtown Streetscape Project.

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 #21,273 through #21,289 duly passed and adopted.

52061 - It was moved by Miller and seconded by Blanford that Resolution #21,290, approving and authorizing execution of an Agreement with Wantman Group, Inc. (WGI) to perform parking consulting services relative to a Downtown Parking Study, be adopted. Following questions by Councilmember Kruse and responses by Finance and Business Operations Director Rodenbeck, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion Carried. The Mayor then declared Resolution #21,290 duly passed and adopted.

52062 - It was moved by deBuhr and seconded by Darrah that Resolution #21,291, approving and authorizing placement of a Gold Star Family monument in Veterans Memorial Park, subject to funding by private donations, as recommended by the Parks & Recreation Commission, be adopted. Following expressed appreciation by Councilmembers deBuhr and Darrah, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr,

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Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion Carried. The Mayor then declared Resolution #21,291 duly passed and adopted.

52063 - It was moved by Blanford and seconded by Green that Resolution #21,292, approving and authorizing execution of a Letter of Agreement and Request for Provisionally Accredited Levee (PAL) Designation with U.S. Homeland Security relative to the Federal Emergency Management Agency (FEMA) accreditation of the levee, be adopted. Following questions by Councilmember Kruse and responses by City Engineer Resler and City Administrator Gaines, 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 #21,292 duly passed and adopted.

52064 - It was moved by Miller and seconded by Kruse to pass an ordinance amending Chapter 6, Animals, of the Code of Ordinances relative to keeping of chickens and ducks, upon its first consideration. Community Development Director Sheetz provided a brief explanation of the proposed ordinance and responded to questions by Councilmembers Miller and deBuhr. Councilmembers Wieland and Green commented briefly.

Following comments by Councilmembers Wieland and Green, it was moved by Green and seconded by Kruse to amend the motion by referring the issue to the Committee of the Whole for further discussion. Following questions and comments by Councilmembers Blanford, Green, Kruse and Miller, the motion to amend failed 3-4, with Miller, deBuhr, Blanford and Wieland voting nay.

Following comments by Councilmembers Miller, Blanford and Kruse, it was moved by Kruse that the ordinance be amended to include a limit of 12 chickens. Motion failed for lack of a second.

Following comments by Councilmembers Green and Wieland, and response by City Administrator Gaines, the Mayor put the question on the original motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Darrah. Nay: deBuhr, Blanford, Wieland, Green. Motion failed.

52065 - It was moved by deBuhr and seconded by Blanford that the bills and payroll be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

52066 - Mayor recognized Muscular Dystrophy Association (MDA) Ambassador Natalie Olson and announced future commitment to the "fill the boot" fundraiser. Mayor Brown also commented on the groundbreaking of the 'Place to Play Park' and recognized private fundraising efforts and local grants received for the project.

52067 - It was moved by Wieland and seconded by Blanford to adjourn to Executive Session 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.

- 52068 - Tamie Stahl, 1009 Lakeshore Drive, expressed concerns about the proposed Park Ridge Estates development and requested a referral by City Council for discussion. City Administrator Gaines responded to questions by Councilmembers Green and Miller regarding the rezoning process.

Mike Butler, 1022 Washington Street, expressed appreciation for the Clay Street Park improvements and for approving the Gold Star monument in Veterans Park. Councilmember Wieland thanked Mr. Butler for his service.

Darren Yoder, 4204 Berry Hill Road, commented on the fire that destroyed his home at 3919 Beaver Ridge Trail, and expressed concerns with firefighters resigning and effects of the Public Safety Officer Program.

Andrea Southall, 9020 Beaver Meadows Lane, commented about fire protection and rural water supply to her neighborhood.

Public Safety Services Director Olson responded to comments about the previously mentioned residential fire and issues with the rural water supply. Olson also commented about organizational changes happening in both the Police and Fire Departments and defended public safety officers as being fully trained and professional firefighters.

The City Council adjourned to Executive Session at 8:46 P.M.

Mayor Brown reconvened the Council Meeting at 9:03 P.M. and stated that Property Acquisition had been discussed but that no further action was required at this time.

- 52069 - It was moved by Kruse and seconded by Miller that the meeting be adjourned at 9:04 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk



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

ORDINANCE NO. 2932

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

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

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

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

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

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

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

# Item E.1.

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

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

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

INTRODUCED: \_\_\_\_\_ October 1, 2018 \_\_\_\_\_

1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ October 1, 2018 \_\_\_\_\_

2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

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

ATTEST:

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

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

ORDINANCE NO. 2933

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

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

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

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

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

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

## Item E.2.

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

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

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

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

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

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

Section 1. That the following described real estate:

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

AND

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

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

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

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

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

INTRODUCED: \_\_\_\_\_ October 1, 2018 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ October 1, 2018 \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

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

ATTEST:

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



## **Conditional Zoning Agreement**

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

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

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

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

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

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

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

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

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

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

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

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

## Item E.2.

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

AND

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

(hereinafter the "Property")

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

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

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



**Corporate Acknowledgement:**

STATE OF Ohio )  
COUNTY OF Hamilton ) ss:

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



\_\_\_\_\_  
Notary Public in and for said County and State



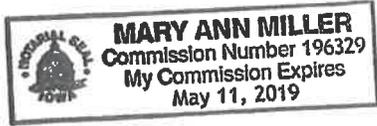
CATHY L. SPARKS  
Notary Public, State of Ohio  
My Commission Expires 07-30-2023

**Item E.2.**

Ronald Henry  
By: Ronald Henry, Owner

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

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



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

My commission expires: May 11, 2019

*Patricia Gordon*

By: Patricia Gordon, Owner

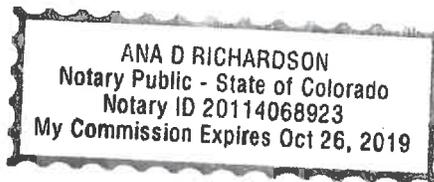
STATE OF COLORADO )  
                                          )ss:  
COUNTY OF Jefferson )

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

*A Richardson*

Notary Public in and for the State of Colorado

My commission expires: 10/26/19



**Item E.2.**

Leigh Anne Cox  
By: Leigh Anne Cox, Owner

STATE OF ALASKA            )  
                                          )ss:  
COUNTY OF FNSB        )

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

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

My commission expires: 06-07-2020



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

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ORDINANCE NO. 2934

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

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

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

Also

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

And

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

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

### Item E.3.

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

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

Section 1. That the following described real estate:

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

Also

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

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

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

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

INTRODUCED: \_\_\_\_\_ October 1, 2018

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ October 1, 2018

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

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

ATTEST:

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

**COMMITTEE OF THE WHOLE**

City Hall – Council Chambers

October 1, 2018

The Committee of the Whole met in the Council Chambers at 6:00 p.m. on October 1, 2018, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Rob Green, Daryl Kruse, Mark Miller, and David Wieland. Staff members attended from all City Departments. Tom Nelson with the Waterloo Courier, Jim O'Loughlin, Curt Gravatt, Penny Popp and other members of the community attended.

Mayor Brown called the meeting to order and introduced the first item on the agenda Overman Park Neighborhood Association Presentation. Jim O'Loughlin said that Clay Street Park is complete. He thanked the City for their partnership in the project. He stated the association is in favor of the Main Street redesign, in support of incorporating complete streets in the design.

Mayor Brown introduced the second item North Cedar Neighborhood Association Presentation. Curt Gravatt gave a presentation on the North Cedar Neighborhood Association. He stated they have been able to provide input on various city projects 2012-2018. He said they planted 100 trees along Lone Tree Road this past week with the help of area students. Mr. Gravatt reviewed some challenges and priorities for the neighborhood.

Mayor Brown introduced the third item on the agenda, South Main and Greenhill Corridor Neighborhood Association Presentation. Penny Popp stated this past summer she helped form this neighborhood association. She stated the association covers a lot of area; Viking Road to Orchard Drive and from HWY 58 to Cedar Heights Drive. They meet the 2<sup>nd</sup> Monday of the month from 6:30-7:30 pm, with their next meeting on October 8<sup>th</sup> at the West Lounge, Windcove, 5300 S. Main Street. Ms. Popp said they hope to promote transparency and the health, safety and welfare of residents.

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

There being no further discussion Mayor Brown adjourned the meeting at 6:26 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer





**CITY OF CEDAR FALLS, IOWA  
PUBLIC SAFETY – FIRE RESCUE DIVISION  
220 Clay Street  
Cedar Falls, Iowa 50613  
Fax; 319-268-5196  
Phone: 319-273-8690**

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To: Honorable Mayor Brown and City Council  
CC: Jeff Olson, Public Safety Director  
From: John Bostwick, Fire Chief  
Re: Holiday Hoopla Fireworks Show

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J & M Displays, Mike Barrett, has contacted Cedar Falls Fire Rescue requesting a permit to provide a fireworks display on November 23, 2018 at approximately 7:45 pm in the area of Gateway Park in Cedar Falls.

I have discussed the event with J & M Displays and the following has been agreed to and will abide by:

J & M Displays will fully comply with N.F.P.A. 1123, State of Iowa Chapter 727, and all applicable codes and regulations.

J & M Displays has provided a minimum one million dollar insurance policy. A copy of this policy has been forwarded to Cedar Falls Fire Rescue prior to the event.

J & M Displays has submitted a site plan for approval to Cedar Falls Fire Rescue prior to the event.

All personnel operating fireworks display equipment will be qualified to operate equipment.

There will be proper margin of safety for spectators and personnel.

Cedar Falls Fire Rescue will inspect and approve site for safety on the date of the display.

Appropriate fees will be submitted previous to the event.

I respectfully request that this application for a fireworks display permit be granted.





**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

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**To:** Mayor Brown and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director/Chief of Police  
**Date:** October 10, 2018  
**Re:** Beer/Liquor License Applications

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Police Operations has received applications for liquor licenses and/ or wine or beer permits. We find no records that would prohibit these license and permits and recommend approval.

Name of Applicants:

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





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

**TO:** Mayor Brown and City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** October 5, 2018  
**SUBJECT:** Recruiting Firm

As you are all aware, it has become very difficult to find qualified engineering positions. Approximately one year ago when the City was looking for a City Engineer candidate and we were not having much success, staff thought it was in the City's best interest to get some help from a recruiting firm to help with the search. At that time, we then solicited proposals from various recruiting firms. However, we did not end up engaging any of the firms because Jon Resler ended up accepting the City Engineer position. Since we are now in the process of starting to look for the City Engineer position again, we went back to those proposals and selected one of the firms to work with.

Attached is a proposal for search services with the Overture Group. As part of this proposal, they have outlined their approach to the search and their contract terms. You will also note that the fee is based on the 1<sup>st</sup> year salary, which will be approximately \$25,000. This fee was very comparable to the other proposals.

After your review and approval of the contract we will start working immediately with the recruiting firm in hopes of getting a new City Engineer in early 2019. If you have questions regarding the contract, please feel free to contact me.



## Proposal for Retained Exclusive Search Services

Presented to:



October 4, 2018

**Brandi Adam Mueller**  
The Overture Group  
425 2<sup>nd</sup> Street SE Suite 801  
Cedar Rapids, IA 52401  
319.366.3688  
bmueller@theoverturegroup.com

## Item F.2.a.

October 4, 2018

Jennifer Rodenbeck  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

Dear Jennifer,

Thank you for your time to discuss the City Engineer position with the City of Cedar Falls. This Engagement Letter proposes an agreement for The Overture Group to partner with City of Cedar Falls in finding the best fit for the City Engineer position.

### **Our Approach**

We will develop a slate of candidates whose capabilities, experience and performance match the requirements as discussed with you and defined in your job description, continuing the recruiting process until the position is filled. Our methodology is a proven step-by-step approach to deliver the best candidate.

Our experience has shown that to maintain a solid communication stream, a strong alliance between you and our staff is desired. To this end, we will request important information such as job responsibilities, organizational culture and corporate objectives. In addition, we request access to a key person by whose authority they can expedite the scheduling of interviews, provide feedback within two business days and communicate the reason for candidate rejection to help us understand your needs and requirements.

### **Site Visit/Business Understanding**

We will meet with you and other key people and obtain a tour of your operations. In our site visit and discussions, we like to obtain a better understanding of the business including discussing any business plans, vision, organization charts, and the business culture today and desired business culture. This is a key step to help develop or better understand the position description and specification of the key positions you will be recruiting for.

### **Position Description/Success Profile/Compensation**

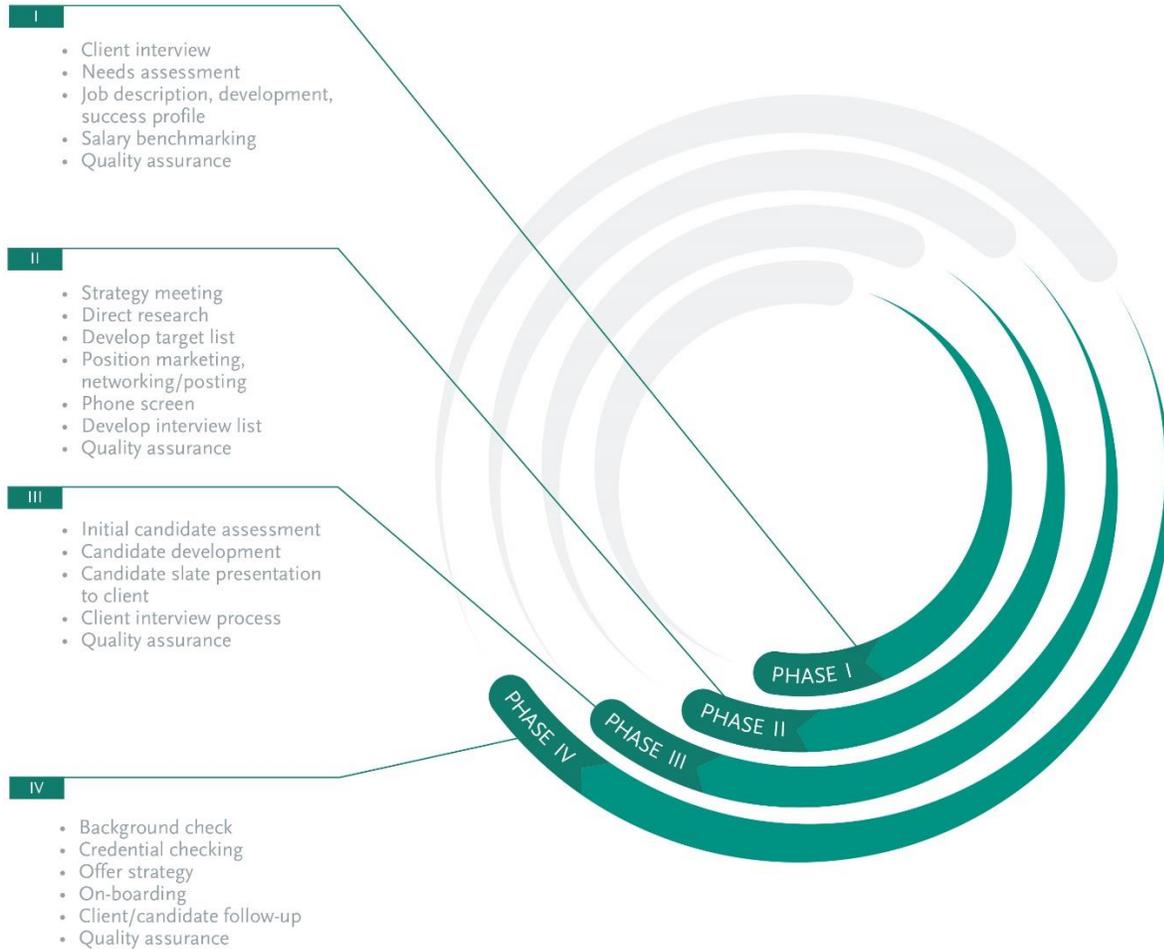
During our initial meetings with you we will be capturing information to develop the success profile tool we will use to source qualified candidates. Once the success profile and job description is completed. We would utilize our Compensation expert to complete Market Pricing on the position. This information would be approved by you prior to the search process commencing.

### **Candidate Sourcing/Interviewing**

We will search our database for related candidates, develop a demographic list of target organizations, network with industry professionals and utilize our contacts within professional associations to source appropriate candidates. If you desire, we can contact specific organizations or individuals that you believe may be worth pursuing. We will tap into our functional and industry staff expertise. A thorough screening process will be completed on all candidates to determine those whose capabilities, experience and performance will be best fitted for the job description and further pursued.

After each candidate is screened and determined to be viable for the position, we will provide you with a resume. After your review of the resume and subsequent approval of the candidate, we will assist in coordinating and scheduling phone or face-to-face interviews with you.

**OUR PROCESS**



## Item F.2.a.

### Background and Reference Checks

Once final candidates are chosen by you, we will arrange comprehensive background (employment, education, criminal and credit history) and reference checks through an outside service.

We will follow up directly with all of the candidates who have been interviewed by you as well as communicate with the new hire to discuss their role, expectations, progress and concerns.

### Offer Letter

If desired, we will assist with drafting an offer letter that will address the following:

- Annual salary
- Annual incentive
- Employee benefits (health benefits, life and disability insurance, vacation/PTO, etc.)
- Key legal provisions in your employment offer as necessary (non-solicitation of customers, non-solicitation of employees, protection of intellectual capital and confidential information, change-of-control provisions, etc.)
- Conditions of the offer

### On-Boarding/Follow Up Program

Once you have secured a candidate, we will work with you to develop an on-boarding plan to ensure an easy transition for both you and your new employees. This plan also builds a foundation that helps accelerate their contribution to the company. We have found newly hired executives and managers, as well as the hiring companies, find tremendous benefit from a well-defined on-boarding plan that covers their first three to six months of employment.

In approximately three to four months, we will follow up with you as well as the newly hired employees at your office in a planned meeting to discuss their role, expectations, progress and concerns. In addition, as appropriate, we will revisit the on-boarding plan.

### Staffing/Fees/Cancellation/Guarantee

Brandi Mueller and Nicole McAndrew will be the project managers for this engagement; we will also use other dedicated resources as appropriate. For this search, our professional service fee will be 25% of the first years' annual projected compensation. A retainer project fee of 1/3 will be due upon acceptance of this proposal. We will invoice City of Cedar Falls the remainder 2/3 of the fee on the first day of employment of your new employee. **Our invoice is due within 30 days of your respective candidates start date.**

You will receive a 1-year replacement guarantee if payment is received according to the terms as stated above. If the placed candidate leaves his or her employment within 12 months of his/her start date for any reason, other than a change of control, reorganization or position elimination, The Overture Group will provide a replacement search for this first candidate placed at no cost to you.

If any additional hire(s) result from candidates presented by The Overture Group to you within a 12-month period after accepting the condition of terms on this engagement letter, Client agrees to pay a placement fee of 25% of the candidate's first year annual salary.

This search engagement will begin immediately after receipt of the signed proposal.

**BUSINESS TERMS AND PROJECT ACCEPTANCE**

The attached General Business Terms apply to this Engagement Letter, and are incorporated herein by this reference. Please indicate your acceptance of this proposal by signing below and returning a copy to Brandi Mueller.

We look forward to working with you and the team! If at any time you have questions, concerns, or issues with our services, billings or anything else related to our service, please Brandi Mueller at 319-366-3688.

Sincerely,

The Overture Group, LLC



Brandi Mueller

Attachments: General Business Terms

**This Engagement Letter and the attached General Business Terms set forth the terms and conditions of our agreement and by executing below the undersigned hereby accepts and agrees to be bound by the terms set forth therein.**

Acknowledged and Accepted:  
City of Cedar Falls

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

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

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

EIN: \_\_\_\_\_

**General Business Terms**

The following General Business Terms are incorporated into the Engagement Letter and proposal made by the Overture Group, LLC and are collectively referred to herein as the "Agreement":

1. **Confidentiality.** With respect to any information supplied in connection with this Agreement and designated by either party as confidential, or which the recipient should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure, the recipient agrees to protect the confidential information in a reasonable and appropriate manner, and use and reproduce the confidential information only as necessary to perform its obligations under this Agreement and for no other purpose. The obligations in this section will not apply to information which is: (i) publicly known; (ii) already known to the recipient; (iii) lawfully disclosed by a third party; (iv) independently developed; or (v) disclosed pursuant to legal requirement or order. Subject to the foregoing, the recipient may disclose the confidential information on a need-to-know basis to the recipient's contractors, agents and affiliates who agree to maintain its confidential nature.

## Item F.2.a.

**2. Deliverables.** (a) Upon full payment of all amounts due The Overture Group in connection with this Agreement, all right, title and interest in the deliverables set out in the Engagement Letter will become Client's sole and exclusive property, except as set forth below. The Overture Group will retain sole and exclusive ownership of all right, title and interest in its work papers, proprietary information, processes, methodologies, techniques, ideas, concepts, trade secrets, know how and software, including such information as existed prior to the delivery of the services and, to the extent such information is of general application, anything which The Overture Group may discover, create or develop during the provision of services for Client. Except for software owned by and/or proprietary to The Overture Group, to the extent the deliverables contain The Overture Group's proprietary information, The Overture Group grants Client a non-exclusive, non-assignable, royalty-free license to use it in connection with the deliverables and the subject of the Engagement Letter and for no other or further use. To the extent the deliverables contain the proprietary information of a third party; Client agrees to comply with such third party's terms of license as the same are communicated to Client. All licenses to software (including any enhancements to software) will be licenses to object code only.

(b) Client acknowledges and agrees that any advice, information or work product provided to Client by The Overture Group in connection with this engagement is for the sole benefit and use of Client and may not be relied upon or used by any third party. Client further agrees that if it makes any such advice, information or work product available to any third party other than as expressly permitted by the Engagement Letter or Section 1(v) above, the provisions of Section 4(c) below will apply unless: (i) Client provides to the third party an acknowledgement and release letter substantially in the form of Exhibit A attached hereto (the "Letter"); and (ii) the third-party signs and returns the Letter to Client. Upon request, Client will provide The Overture Group with a copy of the signed Letter.

**3. Warranty.** The Overture Group warrants that the services will be performed with reasonable care in a diligent and competent manner. The Overture Group's sole obligation will be to correct any non-conformance with this warranty or, if The Overture Group cannot correct the non-conformance, to refund to Client the amount paid to The Overture Group for the portion of the services or deliverables that does not conform to this warranty; provided that Client gives The Overture Group written notice within thirty (30) days after the services are performed or, if applicable, deliverables are delivered. The notice will specify and detail the non-conformance and The Overture Group will have a reasonable amount of time, based on its severity and complexity, to correct the non-conformance. The Overture Group does not warrant and is not responsible for any third-party products or services. Client's sole and exclusive rights and remedies with respect to any third-party products or services are against the third-party vendor and not against The Overture Group.

THIS WARRANTY IS THE OVERTURE GROUP'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLE, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED.

**4. Indemnification.** (a) Each party agrees to indemnify, hold harmless and defend the other from and against any and all claims, actions, fees, expenses, costs, damages, losses and liabilities (including reasonable attorneys' fees) (collectively, "Liabilities") for bodily injury or death of any person or damage to real or tangible personal property which the other party may sustain or incur, to the extent such Liabilities result from the negligence or willful misconduct of the indemnifying party, its employees, agents or representatives.

(b) The Overture Group agrees to indemnify, hold harmless and defend Client from and against any and all Liabilities to the extent such Liabilities result from the infringement of any third party's intellectual property by any deliverables provided under this Agreement. The foregoing indemnification will not apply to the extent any infringement results from: (i) the use of the deliverables other than in accordance with the terms of this Agreement and any applicable documentation or instructions supplied by The Overture Group; (ii) any modification to the deliverables not expressly agreed to in writing by The Overture Group; or (iii) the combination of the deliverables with any materials not provided or expressly approved by The Overture Group.

(c) Client agrees to indemnify, defend and hold harmless The Overture Group from and against any and all Liabilities incurred or suffered by or asserted against The Overture Group to the extent such Liabilities result from a third party's use, possession of or reliance upon The Overture Group's advice, information or work product as a result of Client's failure to comply with the Letter requirements of Section 2(b) above.

**5. Liability.** (a) Except for each party's indemnification obligations under this Agreement, the total liability of Client and The Overture Group (and their respective affiliates, Officers, directors, employees, contractors, agents and representatives) relating to this Agreement will in no event exceed an amount equal to the fees paid (in the case of The Overture Group's liability) or owing (in the case of Client's liability) to The Overture Group under this Agreement. In no event will Client or The Overture Group (or their respective affiliates, Officers, directors, employees, contractors, agents or representatives) be liable for any special, consequential, incidental, punitive or exemplary damages or loss (nor any loss of profits, savings, data, use of software or hardware or business opportunity, or interruption of business) even if advised of the possibility of such loss.

(b) In addition, notwithstanding anything to the contrary in this Agreement, when a candidate is hired by the Client, Client agrees and acknowledges that from that point in time going forward, The Overture Group (and their respective affiliates, Officers, directors, employees, contractors, agents and representatives) shall not be liable for any damages including, but not limited to, special, consequential, incidental, punitive or exemplary damages or loss of any kind.

**6. Termination.** (a) Either party may terminate this Agreement at any time, with or without cause, upon fifteen (15) days prior written notice to the other party. (b) Client will pay The Overture Group for all services rendered (including deliverables and products delivered), expenses incurred and commitments made by The Overture Group through the effective date of termination.

**7. General.** (a) Except for the payment of money, neither party will be liable for any delays or failures in performance due to circumstances beyond its reasonable control. (b) No term of this Agreement will be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent. (c) Neither party may assign or transfer this Agreement without the other party's prior written consent. (d) Any notices given pursuant to this Agreement will be in writing, delivered to the addresses set forth in the Engagement Letter (unless changed by either party by notice to the other party), and will be effective upon receipt. (e) If any term or provision of this Agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect. (f) Each party is an independent contractor and not an employee, agent, joint venture or partner of the other. As independent contractors, the parties shall not have, or hold themselves out as having, the power or authority to bind or create liability for the other by their intentional or negligent acts. (g) The Overture Group may from time to time use subcontractors to deliver specific products or services to Client. The management of and all financial arrangements with subcontractors will be The Overture Group's responsibility. (h) The terms of this Agreement which by their nature are to survive this Agreement will survive its expiration or termination. (i) The parties acknowledge that they may correspond or convey documentation via Internet e-mail and that neither party has control over the performance, reliability, availability, or security of Internet e-

mail. Therefore, neither party will be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond its reasonable control. (j) Neither party intends that there be any third-party beneficiaries to this Agreement. (k) Neither party will use the other party's name, trademarks, service marks, logos, trade names and/or branding without such party's prior written consent. Notwithstanding the foregoing, The Overture Group may mention Client's name and provide a general description of the engagement in The Overture Group's client lists and marketing materials. (l) The parties agree that this Agreement and any dispute or claim arising out of or relating to this Agreement or the services will be governed by and construed in accordance with the laws of the State of Iowa without regard to such state's laws of conflicts. The parties agree that all litigation or other legal proceedings under this Agreement will be brought in the State or Federal courts located within the State of Iowa. The parties agree to this choice of law, jurisdiction and venue, and waive the defense of an inconvenient forum. Additionally, the parties waive trial by jury and agree that any dispute or claim should be resolved by a judge without a jury, and each party agrees to be subject to the personal jurisdiction of the courts of Iowa. Interest shall accrue on any outstanding balance at the rate of 5% per annum. (m) Any action against either party by the other in connection with this Agreement must be brought within eighteen (18) months after the cause of action arises. (n) If any conflict arises between the terms of this Engagement Letter and these General Business Terms, the General Business Terms shall apply. (o) This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the parties with respect to its subject matter.





## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

**TO:** Mayor Brown and City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** October 5, 2018  
**SUBJECT:** Sturgis Falls Bookkeeping Agreement

Starting in 2016, at the request of City Council, I have been attending the Sturgis Falls Celebration board meetings as a liaison from the City. About a year ago, the Board approached me with the idea of having the City of Cedar Falls provide their bookkeeping services. We decided to try it for a year and see how it goes for both parties. The trial period was completed October 1<sup>st</sup> and both parties felt it has been a good working relationship. Therefore, we have drafted a formal agreement with Sturgis Falls to provide these bookkeeping services moving forward for a fee not to exceed \$1,500/year. The fee was based on how much time we spent this past year, taking into account that there was setup work we had to perform that we will not have in future years.

You will see in the agreement that the records of Sturgis Falls are to be kept separately from city records and are not subject to open records under the Iowa Code. Also, this agreement is very similar to the services we provide to the Cedar Falls Community Foundation. Cathy Niebergall in the Financial Services area has been the staff person dedicated to these bookkeeping services for both of the entities. Again, we feel that the arrangement with Sturgis Falls has been working very well and would recommend continuing to provide this service in accordance with this agreement.

If you have questions regarding the agreement, please feel free to contact me.



AGREEMENT FOR BOOKKEEPING SERVICES

Between

THE CITY OF CEDAR FALLS AND STURGIS FALLS CELEBRATION, INC.

This Agreement for Bookkeeping Services is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Cedar Falls, Iowa, an Iowa municipality (hereinafter "City"), and Sturgis Falls Celebration, Inc., an Iowa non-profit corporation (hereinafter "Sturgis").

WHEREAS, Sturgis conducts the annual Sturgis Falls celebration in Cedar Falls on public property in and around the downtown area of the City; and

WHEREAS, the City supports the Sturgis Falls celebration which many residents of the City attend; and

WHEREAS, for the past year the City has provided bookkeeping services for Sturgis on a trial basis; and

WHEREAS, the City and Sturgis agree that such bookkeeping services are mutually beneficial and wish to continue; and

WHEREAS, the City and Sturgis have reached agreement on the provision of such bookkeeping services and now wish to express their agreement herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Bookkeeping Services. The City hereby agrees to perform the following bookkeeping services for Sturgis:

- (a) Record deposits of funds received by Sturgis as confirmed on bank statements;
- (b) Process, issue and record checks for business operations of Sturgis upon request and upon receipt of satisfactory documentation from Sturgis;
- (c) Record payroll transactions and issue payroll checks after receipt of satisfactory payroll documentation from Sturgis or other authorized

## Item F.2.b.

payroll service provider (no other payroll services will be performed by City) ;

- (d) Record other miscellaneous debits and credits as noted on bank statements;
- (e) Perform monthly bank account reconciliation;
- (f) Prepare financial statements for monthly Sturgis Board of Directors meetings;
- (g) Prepare IRS 1099 Forms annually (no other tax returns shall be prepared by the City).

(hereinafter "Services")

2. Compensation and Terms of Payment. In exchange for the Services provided by the City under this Agreement, Sturgis agrees to pay to the City the City's actual expenses, including but not limited to labor costs, up to a maximum amount of \$1,500.00 per year, payable within 30 days from receipt of invoice.

3. Term. The term of this Agreement shall begin on the 1st day of October, 2018, and end on the 30th day of September, 2023 unless terminated earlier as set forth herein. This Agreement shall automatically extend for successive periods of 5 years each unless either party shall provide written notice of termination at the addresses listed below for notices, at least 90 days prior to the end of the initial term or any successive term.

4. Confidentiality. Although this Agreement and its terms are public information, Sturgis' financial information obtained by the City and its employees in the course of providing the Services agreed to herein are to be kept confidential by the City. In the event of a request, demand, or order for production of such confidential information, the City agrees to provide Sturgis with notice of such request, demand or order so that Sturgis may take whatever steps it deems necessary or appropriate, at its sole cost, to preserve and protect the confidentiality of such information. Information in the public domain, or which was acquired by the City outside of the City's provision of Services under this Agreement is not confidential information. The City shall at all times comply with Iowa open records laws, and Sturgis agrees to cooperate with the City in this regard.

5. Inspection. Sturgis shall have the right during the term of this Agreement, and any extensions, to inspect, examine and copy any and all data, reports or other information supplied to or generated by the City in the provision of Services under this Agreement at any time during regular business hours of the City upon reasonable notice

to the City. Data, reports and other information supplied by Sturgis to the City shall remain the property of Sturgis.

6. Assignment of City Personnel. City agrees to assign sufficient City personnel to allow the City to timely provide the Services as called for in this Agreement. The City maintains at all times the discretion as to which City employees are assigned to provide such Services.

7. No Warranty. Sturgis acknowledges that the accuracy of information and Services provided under this Agreement by the City depends upon the accuracy of information provided to the City by Sturgis, and the City makes no warranty, express or implied as to the accuracy of Services or its fitness for any particular purpose. Further, Sturgis acknowledges and agrees that the Services provided in this Agreement are not being rendered by a Certified Public Accountant and that such Services may not comply with generally accepted accounting principles. The Services provided in this Agreement shall not be considered in any way to be an audit for accounting purposes.

8. Termination. Either party may terminate this Agreement with or without cause by providing 90 days advance written notice of same. In the event of termination, Sturgis shall be responsible for payment of fees only until the termination date. The City shall have no duty to perform any additional Services after the termination date. Upon request of Sturgis after termination the City shall return to Sturgis documents that Sturgis provided to the City in order to perform Services under this Agreement, within 60 days of the termination date. The City shall have no duty to retain any records after return of such documents. The City's duty of confidentiality shall survive termination of this Agreement.

9. Limitation of Liability. Neither the City nor the City's employees, agents, or elected officials shall have any liability to Sturgis or any other person or entity for any indirect, consequential, incidental, special or punitive loss or damages, including but not limited to loss of profit, arising out of or related to the City's provision of Services under this Agreement. The City's total liability to Sturgis or any other person or entity arising out of or related to this Agreement under any theory of recovery will not exceed the total fees paid by Sturgis to the City for Services in the twelve (12) months before accrual of the cause of action giving rise to liability.

10. Assignment and Benefits. This Agreement shall be binding on both parties and their successors and assigns. This Agreement may not be assigned unless agreed to in writing by the non-assigning party in advance.

11. Non-waiver. No failure or delay by either party to exercise a right or remedy available under this Agreement, or otherwise available under the law, shall constitute a waiver of such right or remedy, or constitute a waiver of any obligation of



City of Cedar Falls

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

ATTEST:

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





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Jacque Danielsen, City Clerk  
**FROM:** Andrea Ludwig, Administrative Clerk  
**DATE:** September 24, 2018  
**SUBJECT:** Property Assessments

Attached is paperwork regarding two (2) properties that had their lawn mowed by the City of Cedar Falls. We have been unsuccessful in collecting these invoices through our normal accounts receivable process. Can you please start the process of assessing these fees against the owner's property taxes?

Barbara & Walter Dekock  
1015 Clay Street  
Cedar Falls, IA 50613

\$203.04 July 2018  
0.00 2018 (fees)  
\$203.04 Total owed

Property address: 804 Seerley Blvd., CF  
Parcel #8914-13-353-003

Barbara & Walter Dekock  
1015 Clay Street  
Cedar Falls, IA 50613

\$338.51 July 2018  
5.08 2018 (fees)  
\$343.59 Total owed

Property address: 216 Iowa, CF  
Parcel # 8914-12-159-008

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



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

**NOTICE OF PROPOSED FINAL  
ASSESSMENT PROCEEDINGS**

v.

WALTER JOHN DE KOCK  
BARBARA K DE KOCK

---

TO THE ABOVE-NAMED PERSON(S):	Walter John and Barbara K. DeKock
PROPERTY DESCRIPTION:	804-804 ½ Seerley Boulevard, Cedar Falls, Black Hawk County, Iowa Parcel #8914-13-353-003
LEGAL DESCRIPTION OF PROPERTY:	Auditors Plat No. 18 CF, Lot 29, Cedar Falls, Black Hawk County, Iowa.

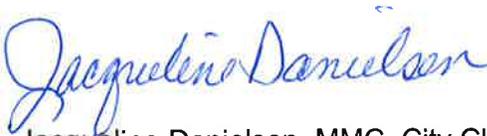
YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 804-804 ½ Seerley Boulevard pursuant to Cedar Falls Code of Ordinances, Section 20-262. This matter is currently set on the Cedar Falls City Council agenda for **October 15, 2018**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

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

Enclosures.

# Item F.2.c.

## Exhibit "A"

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

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### RESOLUTION NO. \_\_\_\_\_

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 804-804 ½ SEERLEY BOULEVARD, CEDAR FALLS, IOWA, PARCEL ID 8914-13-353-003

WHEREAS, it was determined that the property located at 804 (804 ½) Seerley Boulevard, being legally described as Auditors Plat No. 18 CF, Lot 29, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-353-003, was in violation of City of Cedar Falls Ordinance Section 20-262 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 804 (804 ½) Seerley Boulevard (Parcel ID 8914-13-353-003) to be mowed, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the costs incurred by the City of Cedar Falls, Iowa to mow the above-described property, in the amount of \$203.04, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$52.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 18-5, said real estate being legally described as follows:

Auditors Plat No. 18 CF, Lot 29, Cedar Falls, Black Hawk County, Iowa,  
Parcel ID 8914-13-353-003

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to certify said assessment with the Black Hawk County Treasurer, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 15<sup>th</sup> day of October, 2018.

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

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, 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  
www.cedarfalls.com

September 4, 2018

Barbara & Walter Dekock  
1015 Clay Street  
Cedar Falls, IA 50613

Dear Barbara & Walter Dekock,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing at 216 Iowa & 804 Seerley on 7/16/18 & 7/27/18 for \$541.55, as well as late fees of \$5.08 for a total amount due of \$546.63. **If no payment is received by September 19, 2018 we will put a lien on your property.**

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

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

Sincerely,

City of Cedar Falls

Andrea Ludwig  
Administrative Clerk

Enclosure

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

(319) 273-8600

DATE: 8/31/18

TO: BARBARA & WALTER DEKOCK  
 1015 CLAY STREET  
 CEDAR FALLS, IA 50613

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	12/31/15	BEGINNING BALANCE			547.76
	1/06/16	PAYMENT			547.76-
PMISC	9/21/17	MOWED GRASS AT 216 IOWA ST. PER ORDINANCE 20-262	33370		291.79
		PROFESSIONAL LAWN CARE INV. NO. 13901		\$237.50	
		CODE ENFORCEMENT		54.29	
GFFIN	10/31/17	FINANCE CHARGE-GEN FUND			4.38
GFFIN	11/30/17	FINANCE CHARGE-GEN FUND			4.38
GFFIN	12/20/17	**** Collection **** DEKOCK, BARBARA & WALTER			4.38-
GFFIN	12/20/17	BILLING ERROR/WRITE-OFF FINANCE CHARGE-GEN FUND			4.38-
PMISC	12/20/17	**** Collection **** DEKOCK, BARBARA & WALTER			291.79-
PMISC	7/31/18	MOWED GRASS AT 216 IOWA ON 7/16/18 PER ORD.20-262	34352	8/30/18	338.51
		PROFESSIONAL LAWN CARE INV.#14529			\$285.00
		CODE ENFORCEMENT			\$53.51
PMISC	8/14/18	MOWED GRASS-804 SEERLEY ON 7/27/18 PER ORD.20-262	34492	9/13/18	203.04
		PROFESSIONAL LAWN CARE INV.#14596			\$142.50
		CODE ENFORCEMENT			\$60.54
GFFIN	8/31/18	FINANCE CHARGE-GEN FUND		10/01/18	5.08

CONTINUED ON NEXT PAGE...

STATEMENT OF ACCOUNT

Item F.2.c.

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

(319) 273-8600

DATE: 8/31/18

TO: BARBARA & WALTER DEKOCK  
1015 CLAY STREET  
CEDAR FALLS, IA 50613

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
--------	------	-------------	------------	----------	--------------

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

CURRENT	30 DAYS	60 DAYS	90 DAYS
208.12	338.51		

DUE DATE: 10/01/18

PAYMENT DUE: 546.63  
TOTAL DUE: \$546.63

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/31/18 DUE DATE: 10/01/18 NAME: DEKOCK, BARBARA & WALTER  
CUSTOMER NO: 2010/2010 TYPE: MS - MISCELLANEOUS

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

TOTAL DUE: \$546.63

**Item F.2.c.**

INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK  
1015 CLAY STREET  
CEDAR FALLS, IA 50613

INVOICE NO: 34492  
DATE: 8/14/18

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED GRASS-804 SEERLEY ON 7/27/18 PER ORD.20-262 PROFESSIONAL LAWN CARE INV.#14596 CODE ENFORCEMENT	203.04	203.04
			\$142.50
			\$60.54

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

TOTAL DUE: \$203.04

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/14/18 DUE DATE: 9/13/18  
CUSTOMER NO: 2010/2010

NAME: DEKOCK, BARBARA & WALTER  
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 34492  
TERMS: NET 30 DAYS

AMOUNT: \$203.04



# Item F.2.c.



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### LEGAL NOTICE OF NUISANCE TO BE ABATED: GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 7/19/2018 Case # 18-0244-GRSS  
 PROPERTY RESIDENT: Walter J De Kock, Barbara K De Kock  
 PROPERTY ADDRESS: 804 W Seerley Blvd  
  
 Property Owner Name: Walter J De Kock, Barbara K De Kock  
 Property Owner Address: 1015 Clay St  
 Cedar Falls, IA 50613

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

#### AUDITORS PLAT NO 18 CF LOT 29 AND EASE BK 102 P 93

Please refer to Ordinance Section 20-262 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 7/26/2018, to confirm compliance with the Ordinance requirements. **If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.**

Code Section	Nature of the Violation	Comply By
IACF 23-38(b) Grass and Weeds	It shall be unlawful for the owner or party in possession of lots or parcels of ground in the city to fail to keep in good order or to maintain the area between the curblineline and the property line abutting their property including keeping said area free of holes, pitfalls, stumps of trees, fences, brick, stone, cement or other monument-type mail boxes, stakes, posts or rods to which a metal, plastic or similar receptacle designed to hold newspapers are affixed, private irrigation or sprinkler systems, retaining walls, landscaping brick, block, stone, timber or other similar material, or any other similar obstructions.	7/26/2018
Citation Points	Abatement Action	Pointed Assessed
3	Mow tall grass and weeds on the property.	3

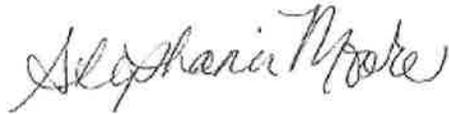
Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property

"OUR CITIZENS ARE OUR BUSINESS"

owner who failed to abide by the notice to abate, and if the amount shown by the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

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

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in cursive script that reads "Stephanie Moore".

Officer Stephanie Moore  
Police Officer (Code Enforcement Officer)





-61-

Item F.2.c.



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

**NOTICE OF PROPOSED FINAL  
ASSESSMENT PROCEEDINGS**

v.

WALTER JOHN DE KOCK

---

TO THE ABOVE-NAMED PERSON(S):	Walter John DeKock
PROPERTY DESCRIPTION:	216 Iowa Street, Cedar Falls, Iowa Black Hawk County Parcel #8914-12-159-008
LEGAL DESCRIPTION OF PROPERTY:	Original Plat Cedar Falls, Lot 6, Block 27, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 216 Iowa Street pursuant to Cedar Falls Code of Ordinances, Section 20-262. This matter is currently set on the Cedar Falls City Council agenda for **October 15, 2018**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By

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

Enclosures.

# Item F.2.d.

## Exhibit "A"

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

---

### RESOLUTION NO. \_\_\_\_\_

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 216 IOWA STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-12-159-008

WHEREAS, it was determined that the property located at 216 Iowa Street, being legally described as Original Plat Cedar Falls, Lot 6, Block 27, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-12-159-008, was in violation of City of Cedar Falls Ordinance Section 20-262 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 216 Iowa Street (Parcel ID 8914-12-159-008) to be mowed, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the costs incurred by the City of Cedar Falls, Iowa to mow the above-described property, in the amount of \$343.59, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$52.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 18-5, said real estate being legally described as follows:

Original Plat Cedar Falls, Lot 6, Block 27, Cedar Falls, Black Hawk County, Iowa,  
Parcel ID 8914-12-159-008

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to certify said assessment with the Black Hawk County Treasurer, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 15<sup>th</sup> day of October, 2018.

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

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, 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  
www.cedarfalls.com

September 4, 2018

Barbara & Walter Dekock  
1015 Clay Street  
Cedar Falls, IA 50613

Dear Barbara & Walter Dekock,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing at 216 Iowa & 804 Seerley on 7/16/18 & 7/27/18 for \$541.55, as well as late fees of \$5.08 for a total amount due of \$546.63. **If no payment is received by September 19, 2018 we will put a lien on your property.**

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

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

Sincerely,

City of Cedar Falls

Andrea Ludwig  
Administrative Clerk

Enclosure

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK  
 1015 CLAY STREET  
 CEDAR FALLS, IA 50613

DATE: 8/31/18

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	12/31/15	BEGINNING BALANCE			547.76
	1/06/16	PAYMENT			547.76-
PMISC	9/21/17	MOWED GRASS AT 216 IOWA	33370		291.79
		ST. PER ORDINANCE 20-262			
		PROFESSIONAL LAWN CARE INV. NO. 13901		\$237.50	
		CODE ENFORCEMENT		54.29	
GFFIN	10/31/17	FINANCE CHARGE-GEN FUND			4.38
GFFIN	11/30/17	FINANCE CHARGE-GEN FUND			4.38
GFFIN	12/20/17	**** Collection ****			4.38-
		DEKOCK, BARBARA & WALTER			
GFFIN	12/20/17	BILLING ERROR/WRITE-OFF			4.38-
		FINANCE CHARGE-GEN FUND			
PMISC	12/20/17	**** Collection ****			291.79-
		DEKOCK, BARBARA & WALTER			
PMISC	7/31/18	MOWED GRASS AT 216 IOWA	34352	8/30/18	338.51
		ON 7/16/18 PER ORD.20-262			
		PROFESSIONAL LAWN CARE INV.#14529			\$285.00
		CODE ENFORCEMENT			\$53.51
PMISC	8/14/18	MOWED GRASS-804 SEERLEY	34492	9/13/18	203.04
		ON 7/27/18 PER ORD.20-262			
		PROFESSIONAL LAWN CARE INV.#14596			\$142.50
		CODE ENFORCEMENT			\$60.54
GFFIN	8/31/18	FINANCE CHARGE-GEN FUND		10/01/18	5.08

CONTINUED ON NEXT PAGE...

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

(319) 273-8600

DATE: 8/31/18

TO: BARBARA & WALTER DEKOCK  
 1015 CLAY STREET  
 CEDAR FALLS, IA 50613

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
--------	------	-------------	------------	----------	--------------

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

CURRENT	30 DAYS	60 DAYS	90 DAYS
208.12	338.51		

DUE DATE: 10/01/18

PAYMENT DUE: 546.63  
 TOTAL DUE: \$546.63

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/31/18 DUE DATE: 10/01/18 NAME: DEKOCK, BARBARA & WALTER  
 CUSTOMER NO: 2010/2010 TYPE: MS - MISCELLANEOUS

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

TOTAL DUE: \$546.63

**Item F.2.d.**

## INVOICE

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK  
 1015 CLAY STREET  
 CEDAR FALLS, IA 50613

INVOICE NO: 34352  
 DATE: 7/31/18

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED GRASS AT 216 IOWA ON 7/16/18 PER ORD.20-262 PROFESSIONAL LAWN CARE INV.#14529 CODE ENFORCEMENT	338.51	338.51
			\$285.00
			\$53.51

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

TOTAL DUE: \$338.51

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/31/18 DUE DATE: 8/30/18  
 CUSTOMER NO: 2010/2010

NAME: DEKOCK, BARBARA & WALTER  
 TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 34352  
 TERMS: NET 30 DAYS

AMOUNT: \$338.51



# Item F.2.d.



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### LEGAL NOTICE OF NUISANCE TO BE ABATED: GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 7/6/2018 Case # 18-0216-GRSS  
 PROPERTY RESIDENT: Walter John De Kock  
 PROPERTY ADDRESS: 216 Iowa St  
  
 Property Owner Name: Walter John De Kock  
 Property Owner Address: 1015 Clay St  
 Cedar Falls, IA 50613

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

**ORIGINAL PLAT CEDAR FALLS ALL W OF RR LOT 6 BLK 27**

Please refer to Ordinance Section 20-262 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 7/13/2018, to confirm compliance with the Ordinance requirements. **If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.**

Code Section	Nature of the Violation	Comply By
IACF 23-38(b) Grass and Weeds	It shall be unlawful for the owner or party in possession of lots or parcels of ground in the city to fail to keep in good order or to maintain the area between the curblin and the property line abutting their property including keeping said area free of holes, pitfalls, stumps of trees, fences, brick, stone, cement or other monument-type mail boxes, stakes, posts or rods to which a metal, plastic or similar receptacle designed to hold newspapers are affixed, private irrigation or sprinkler systems, retaining walls, landscaping brick, block, stone, timber or other similar material, or any other similar obstructions.	7/13/2018

Citation Points	Abatement Action	Pointed Assessed
	Mow tall grass and weeds on the property.	

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property

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owner who failed to abide by the notice to abate, and if the amount shown by the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

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

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in cursive script that reads "Stephanie Moore".

Officer Stephanie Moore  
Police Officer (Code Enforcement Officer)









**FINANCE & BUSINESS OPERATIONS**

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

**MEMORANDUM**  
Public Records Division

**TO:** Mayor Brown and City Council  
**FROM:** Jacque Danielsens, MMC, City Clerk  
**DATE:** October 12, 2018  
**SUBJECT:** Amendment to Animal Services Agreement with Cedar Bend Human Society

The City of Cedar Falls currently contracts with Cedar Bend Humane Society (CBHS) for animal services. The current agreement with CBHS is a three-year agreement and is in effect thru June 30, 2020.

Attached is a proposed Amendment to Agreement for Animal Services with the Cedar Bend Humane Society (CBHS). The proposed amendment will only affect the licensing portion of the agreement and will allow CBHS the ability to process pet licensing for the City during adoption or redemption of dogs or cats. Waterloo currently partners with CBHS for similar services and has indicated that it is working very well. As part of this amendment, CBHS would collect and retain all pet licensing fees, and forward the licensing information to the City for subsequent renewals and notifications.

We have a great partnership with the Cedar Bend Humane Society and we believe that this collaborative effort will result in more pets being licensed each year. Therefore, I recommend approval of this amendment. Please feel free to contact me with any questions. Thank you.



**FIRST AMENDMENT TO AGREEMENT FOR ANIMAL SERVICES**

This First Amendment to Agreement for Animal Services (hereinafter called the "First Amendment") is agreed upon on \_\_\_\_\_, 2018, by and between the Cedar Bend Humane Society (hereinafter called "SOCIETY") and the City of Cedar Falls, Iowa (hereinafter called "CITY").

**RECITALS**

- A. SOCIETY and CITY are parties to a certain Agreement for Animal Services dated July 10, 2017, a copy of which is attached hereto as Exhibit A (hereinafter called the "Agreement").
- B. The parties desire to amend the Agreement as set forth herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and other consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

The Agreement is amended by striking Section 10 therefrom in its entirety and by substituting in lieu thereof a new Section 10, as follows:

10. Licensing. SOCIETY shall fully cooperate with CITY and any and all departments of the CITY in performance and observance of the ordinances of the CITY pertaining to licensing of dogs and cats, and shall not release any dog or cat that is four (4) months of age or older to the owner thereof or to any other person without first processing an application for a pet license. Said application shall be in the form provided by the CITY, and SOCIETY shall forward completed applications for pet licensing to the CITY within seven (7) days of being completed. Upon receipt of completed application forms, CITY shall issue licensing tags to the applicant. SOCIETY shall collect and retain all applicable pet licensing fees outlined in the CITY fee schedule that is adopted annually by the City Council of the City of Cedar Falls.

Except as modified by this First Amendment, the Agreement shall continue unmodified in full force and effect. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement for Animal Services by their duly authorized representatives as of the date first set forth above.

CITY OF CEDAR FALLS, IOWA

CEDAR BEND HUMANE SOCIETY

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

By: \_\_\_\_\_  
Karla Beckman, Co-Director

Attest: \_\_\_\_\_  
Jacqueline Danielsen, City Clerk

By: \_\_\_\_\_  
Kristy Gardner, Co-Director



# Exhibit A

## Agreement For Animal Services (FY 2018)

This Agreement is entered into by and between the City of Cedar Falls, Iowa, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter called CITY), and the Cedar Bend Humane Society, an Iowa corporation (hereinafter called "SOCIETY"), with its principal place of business at 1166 West Airline Highway, Waterloo, Iowa 50703 (hereinafter called the "Facilities" of SOCIETY).

WHEREAS, CITY desires to provide the residents of the City of Cedar Falls with certain animal services; and

WHEREAS, SOCIETY possesses the skills, training, and experience, and the ability to perform certain animal services required by CITY for the residents of the City of Cedar Falls, the parties have reached agreement thereon, and desire to reduce their agreement to writing;

IT IS THEREFORE AGREED AS FOLLOWS:

### Basic Animal Services

SOCIETY shall provide the following Basic Animal Services for domesticated dogs, cats, and other domestic animals (hereinafter collectively referred to as "Domestic Animals"):

1. Facilities. SOCIETY will employ competent persons to perform all necessary duties and functions of, and furnish and maintain facilities and equipment adequate, for the housing, shelter, care and disposal of Domestic Animals, as required for an animal pound or animal shelter under the statutes of Iowa.
2. Personnel. SOCIETY shall furnish a competent humane officer or other staff to provide animal services to the CITY, as provided for in this Agreement.
3. Impound Services. SOCIETY will impound Domestic Animals, licensed or unlicensed, which were found unlawfully at large or confined within the CITY in violation of the ordinances of the CITY, and which are delivered to the Facilities of SOCIETY by Cedar Falls residents, by CITY officials, or by City of Waterloo Animal Control Officers pursuant to a contract between the City of Cedar Falls and the City of Waterloo, during the Hours of Service described in Section 6 of this Agreement.
  - a. *Medical Examination*. SOCIETY will medically examine all incoming animals to determine whether the incoming animal will be subject to a hold, will be euthanized, or subject to quarantine.
    - i. SOCIETY will inoculate all animals subject to a hold for diseases common to their species.

## Item F.2.e.

- ii. SOCIETY will immediately euthanize any animal that is found to be sick, injured or not old enough to survive on its own accord or is beyond the care that the Facilities can provide.
  - b. *Animals Subject to a Hold.*
    - i. SOCIETY will hold stray dogs and cats (except as set forth in paragraph 3-c) for five (5) consecutive days if there is no known owner. If no owner claims said animal within the five (5) day holding period, the SOCIETY shall assume ownership.
    - ii. SOCIETY will hold stray dogs and cats with identifying information, such as a license, rabies tag, ID tag, or microchip, for seven (7) days. SOCIETY will attempt to contact the owner utilizing the animal's identifying information. Contact may include phone call(s), mailing of a written notice by ordinary mail to the last known residence of the suspected dog or cat owner, if such owner is known, and posting of notice on SOCIETY's website, if SOCIETY has a website page available for this type of posting. If no owner claims said animal within the seven (7) day waiting period, SOCIETY shall assume ownership. SOCIETY shall assume ownership of stray kittens and puppies that enter the Facilities as a litter, or appear under the age of eight weeks old, after a holding period of twenty four (24) hours.
    - iii. Any cat delivered to the SOCIETY in a trap will be treated as a stray and, at the discretion of the SOCIETY, may be held as set forth in paragraph 3-c., or other disposed of.
  - c. *Free-Roaming/Feral Cats.*
    - i. Notwithstanding other provisions of this Agreement, CITY agrees to participate with SOCIETY for a Trap-Neuter-Release- (TNR) program for free roaming or feral cats. The goal of this program is to help control the free roaming/feral cat population within the cities of Waterloo and Cedar Falls, and reduce the number of required euthanization of such animals. Cats delivered to the SOCIETY in a trap and appearing to be feral will require no predetermined holding period and may be euthanized immediately. As an alternative to euthanizing any feral cat, SOCIETY at its own expense may alter the animal and release it to the same area in which it was trapped to roam freely, but only after vaccinating it for rabies and tipping one of its ears.
- 4. Other Terms. SOCIETY agrees to the following provisions relating to animals which are delivered to the Facilities of SOCIETY under this Agreement:
  - a. SOCIETY may charge and retain a fee which is charged to the animal owner of not to exceed \$50.00 for accepting each Domestic Animal delivered to the Facilities of SOCIETY by Cedar Falls residents as provided for in this Agreement.
  - b. SOCIETY may charge and retain a maximum fee of \$10.00 per day to the animal owner for boarding a Domestic Animal at the Facilities of SOCIETY pursuant to this Agreement.

- c. SOCIETY acknowledges that CITY does not require microchipping, spaying, or neutering of any animal that is handled by SOCIETY pursuant to this Agreement.
  - d. SOCIETY agrees that prior to releasing to its owner any animal delivered to the Facilities of SOCIETY under this Agreement, SOCIETY will insure that the animal is up to date on all shots and CITY licensing.
  - e. Should SOCIETY, in its discretion, deem a citation should be issued for any Domestic Animal delivered to the Facilities of SOCIETY under this Agreement, SOCIETY shall contact a police officer of the CITY, to explain why SOCIETY deems a citation should be issued. If the CITY police officer agrees that a citation should be issued, either SOCIETY may issue the citation or, at the request of SOCIETY, a police officer of the CITY may issue a citation.
5. Quarantine Services. SOCIETY shall accept stray dogs and cats delivered to the Facilities of the SOCIETY which must be quarantined as a result of a bite case. Dogs and cats are subject to quarantine if they have bitten a person and drew blood. The quarantine period shall be for ten (10) days.
- a. *Location of Quarantine.* SOCIETY shall determine the location of the quarantine. Quarantine at SOCIETY will be at SOCIETY's discretion. SOCIETY shall not be responsible for quarantining animals with known owners, unless the owner refuses to quarantine, the animal is unusually aggressive and poses a direct threat to others, or an uncontrolled situation prevents the owner from being able to quarantine the animal.
  - b. *Reporting Requirements.* If a bite case or bite report comes to the attention of the SOCIETY with respect to any stray dogs or cats delivered to the Facilities of the SOCIETY during the term of this Agreement, SOCIETY shall refer the bite report or bite case to the CITY, and furnish to CITY any information received by SOCIETY in connection with the bite case or bite report. SOCIETY shall have no further responsibility for any reporting requirements except as provided for in this subsection 5(b).
  - c. *Quarantine Fees.* Owners shall be responsible for payment of quarantine fees. If the owner of a quarantined animal is known and can be located, the owner shall be billed for the quarantine fees. All quarantine fees must be paid in full by the end of the ten (10) day quarantine period, or SOCIETY will not return the quarantined animal to the owner. In the event the owner fails to pay the quarantine fee by the end of the ten (10) day quarantine period, CITY shall pay the quarantine fee, and SOCIETY shall assume ownership of the animal. If the owner of a quarantined animal is not known, CITY shall pay the quarantine fee, and SOCIETY shall assume ownership of the animal. The quarantine fee for an animal which is to be paid for by the CITY is \$150.00.
  - d. *Rabies Testing Information.* SOCIETY is not responsible for providing rabies testing; however, SOCIETY shall provide to the public, upon request, information about options and fees for rabies testing.
6. Hours of Services. Animals shall be accepted at the Facilities of SOCIETY as provided for in this Agreement during the hours of 8:00 A.M. and 5:00 P.M. daily (that is, Monday through Sunday).

## Item F.2.e.

7. Fees. During the term of this Agreement, SOCIETY may charge fees to the CITY for services as set forth below:
  - a. The sum of \$83.75 for each Domestic Animal (excluding trapped feral cats) or sick and/or injured wildlife delivered to the Facilities of the SOCIETY.
  - b. The sum of \$51.00 for each trapped feral cat delivered to the Facilities of the SOCIETY.

### After Hours Services

8. Drop Off Location. SOCIETY shall provide a drop-off location (hereinafter the "Drop-Off Location") for CITY for stray dogs and cats picked up by the Cedar Falls Police Department after-hours.
  - a. SOCIETY will provide adequate kennel space, litter, water source and SOCIETY intake paperwork for stray animals dropped off by the Cedar Falls Police Department.
  - b. The Cedar Falls Police Department will be responsible for securing the stray animal in an appropriate sized kennel, providing water to the animal and completing SOCIETY intake paperwork.
  - c. The Cedar Falls Police Department will be responsible for properly locking and/or securing the Drop-Off Location upon departure.
  - d. The SOCIETY will be responsible for collecting stray animals from the designated Drop-Off Location every morning.
  - e. The Drop-Off Location is not to be used by members of the general public.
  - f. CITY shall pay to SOCIETY on a monthly basis the sum of \$83.75 for each Domestic Animal or sick and/or injured wildlife delivered to the Drop-Off Location of the SOCIETY as provided in this section, during the term of this Agreement.
  - g. Trapped feral cats are not to be left in the afterhours Drop-off Location.

### Additional Provisions

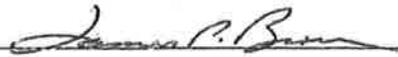
9. Trap Rental. SOCIETY agrees to provide property owners or tenants within the CITY with live traps for trapping free-roaming or feral cats, but not for trapping other Domestic Animals or Wildlife. The property owner or tenants shall be required to sign a rental agreement with SOCIETY and pay any trap rental fee determined by SOCIETY. Property owners or tenants shall be responsible for bringing trapped animals to the SOCIETY. SOCIETY reserves the right to refuse to rent live animal traps at its sole discretion. The CITY shall have no responsibility with respect to any traps rented by SOCIETY, but CITY may also rent traps on such terms as SOCIETY deems appropriate.
10. Licensing. SOCIETY shall fully cooperate with CITY and any and all departments of the CITY in performance and observance of the ordinances of the CITY pertaining to licensing of dogs and cats and not release any dog or cat to the owner thereof, or to any other person, except upon signature of the owner on an affidavit agreeing to license

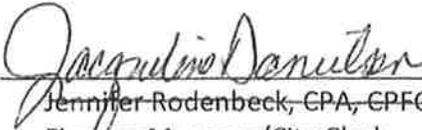
said dog or cat in the CITY within a seven (7) day period of time or when said animal reaches four (4) months of age. SOCIETY shall promptly submit to CITY all affidavits signed by owners under this Agreement.

11. Billings by City of Waterloo and SOCIETY not to be duplicated. The parties agree that the City of Waterloo will be contracting with the SOCIETY for certain services for Domestic Animals found within the CITY, under an agreement between the cities of Waterloo and Cedar Falls. CITY and Society agree that there shall be no duplicate billing of services to CITY by both the City of Waterloo and Society for the same services rendered to City under this Agreement, and under the agreement between the cities of Cedar Falls and Waterloo.
12. Term. The term of this Agreement shall commence at midnight on July 1, 2017, and shall thereafter provide services hereunder until midnight on June 30, 2020 with an increase of \$.50 per day (for 5 day hold) for the first year, and an increase of \$.25 per day (for 5 day hold) for the second year, bringing the animal cost to \$86.25 for FY2019 and \$87.50 for FY2020.
13. Termination by CITY. CITY shall have the right to terminate this Agreement at any time for convenience upon thirty (90) days' advance written notice to SOCIETY.
14. Termination by SOCIETY. SOCIETY shall have the right to terminate this Agreement at any time for convenience upon (90) days' advance written notice to CITY.
15. Reports. SOCIETY shall provide to CITY a monthly report for all Domestic Animals and sick and/or injured wildlife delivered to the Facilities or to the Drop-Off Location of SOCIETY during the term of this Agreement indicating whether the incoming animal was boarded, quarantined, euthanized or disposed of. The report shall be provided to CITY by the tenth of the following month.
16. Non-Disparagement. The parties agree that neither of them shall make disparaging statements about the other.
17. Compliance with Law. SOCIETY shall fully comply with federal, state and local law in providing services pursuant to this Agreement to the CITY.
18. Indemnification. To the extent authorized by Article VII, Section 1, of the Iowa Constitution and Chapter 670 of the Code of Iowa, CITY agrees to indemnify and hold SOCIETY harmless from any liability based on any claim, demand or cause of action maintained or asserted by any person, firm, association, or corporation against SOCIETY as a result or on account of SOCIETY wrongfully receiving and impounding any animal from CITY, so long as SOCIETY has performed and complied with the terms of this Agreement and the ordinances of the CITY.

**Item F.2.e.**

Date: July 10, 2017  
City of Cedar Falls, Iowa

By:   
James Brown, Mayor

Attest:   
Jennifer Rodenbeck, CPA, CPFO  
Finance Manager/City Clerk  
Jacqueline Danielson, City Clerk

Date: June 19, 2017  
Cedar Bend Humane Society

By:   
Co-Director  
Karla Beckman

By:   
Co-Director  
Kristy Gardner



**James & Meryl Hearst Center for the Arts**  
304 West Seerley Boulevard  
Cedar Falls, Iowa 50613  
(319) 273-8641  
www.TheHearst.org



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**M E M O R A N D U M**

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**DATE:** October 4, 2018

**TO:** The Honorable Mayor Jim Brown and Cedar Falls City Council

**FROM:** Heather Skeens, Cultural Programs

**SUBJECT:** Lease of sculpture – Extension through May 2019

**Summary:** The Cedar Falls Art and Culture Board and staff have reviewed the attached contract with artist Dallas Guffey to extend a lease of a sculpture installed on the sculpture pad located at 311 Main Street in downtown Cedar Falls, Iowa. The board respectfully requests that the City Council consider it for approval. A year-long lease approved last year expires this month. This lease extension, through May 2019, will put the committee's program on a more student-centered timeline going forward.

**Financial Considerations:** The Cedar Falls Art & Culture Board has agreed to pay Mr. Guffey \$750 for the lease of the selected work of art through May 2019. The board will have the first right to purchase the work of art as a permanent part of the public art collection, in which case Guffey will be notified of the intent to purchase it at least 60 days prior to the end of the lease agreement period.

**Selection Process:** The Cedar Falls Public Art Committee (PAC) asked Tom Stancliffe and Dan Perry, both of whom are part of the Public Art Incubator program at UNI and teach in the Department of Art, to help select student artworks to display for a year at a time on the "Miller Pad." This student sculpture program is funded by the C. Hugh Pettersen Estate and the PAC "In Memory of Reuben & Hazel Miller, Miller Shoe Store, 319 Main Street, 1916-2002. Stancliffe and Perry recommended the sculpture to the PAC. The recommendation was unanimously accepted.

At their 10/03/2018 meeting, the Art & Culture Board recommend that City Council approve the agreement with Mr. Guffey. If you have any questions or comments, please feel free to contact me.

Thank you for your consideration of this request.



**PUBLIC ART COMMITTEE**  
**AGREEMENT FOR LEASE OF ARTWORK**

This agreement is between the Cedar Falls Public Art Committee (hereafter called "PAC"), a committee of the Art & Culture Board of the City of Cedar Falls, located at the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613,

and,

Dallas Guffey (hereafter called the "Artist"), 2800 Kalmia Ave #B204, Boulder, CO 80301

**Background Information**

PAC seeks to improve the community aesthetic for public art and serve as an exhibitor for the Artist for the purpose of leasing the Artwork

1. Artwork: The Artist has agreed to permit PAC to display the Artwork titled *TILT SHIFT* (hereafter called "Artwork"). A photograph of the Artwork is attached hereto as Attachment A and incorporated by reference herein.
2. Display of Artwork: Artwork will be on display in the city of Cedar Falls, Iowa (hereafter called "City") through May 2019.
3. Delivery and Installation of the Artwork: At the conclusion of the one (1) year renewal term, delivery of the Artwork back to the Artist shall be the responsibility of the Artist. If the Artist does not remove the Artwork within sixty (60) days after lease expires, then the Artwork becomes the property of PAC and PAC may keep the Artwork and store it or dispose of it.
4. Right to Purchase: PAC shall have first right to purchase the work. The Artist will be notified of the PAC's intent to purchase at least sixty (60) days prior to the end of the contract.
5. Insurance & Liability: From the time the Artwork is installed until the Artist removes the Artwork or the Artwork becomes the possession of PAC, PAC will provide general liability insurance for the Artwork and name the Artist as an additional insured on its policy during the term if the lease. PAC will not be responsible to the Artist for any damage, destruction, theft or other casualty to the Artwork. Any additional insurance coverage for the market value of the Artwork shall be the responsibility of the Artist to obtain at the Artist's expense.
6. Hold Harmless: The Artist agrees to hold free and harmless the City and the PAC and their associated directors, officers, employees, agents, and servants, whether they are current or former, from and against all actions, claims, liabilities, assertions of liability, losses, costs, and expenses, in law or in equity, including but not limited to attorneys' fees at trial and appellate levels, reasonable investigative and discovery costs, court costs, or claims for bodily injury or death of persons and for loss or damage to property, except as provided for herein, of every kind and nature whatsoever, which in any manner directly or indirectly may arise or be alleged to have arisen, from the installation, deinstallation, or display of the Artwork as a result of the duties and obligations as required by this Renewal.

## Item F.2.f.

7. Honorarium: PAC will pay the Artist an Honorarium of \$750.00 for the loan of the Artwork.
8. Motion Pictures, Television Productions, and Photographs: The Artist gives PAC permission to allow the Artist's Artwork to be included in any motion picture television production, and/or photographs taken in the City. In addition, the artist gives permission to the production company and/or photographer to exhibit all or any part of said film or photographs throughout the world.
9. Independent Contractor: Nothing herein shall be construed to create an employer-employee relationship between the parties, and Artist remains an independent contractor through the term of this agreement and is totally responsible for his own materials, labor, costs, transportation and insurance.

Artist

By: Dallas Guffey  
Dallas Guffey

City of Cedar Falls, Iowa

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

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, CMC

City Clerk

Attachment A







**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

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**To:** Mayor Brown and City Council  
**From:** Jeff Olson, Public Safety Director/Chief of Police *JDO*  
**Date:** October 8, 2018  
**Re:** **Comp Time MOU**

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Attached is a memorandum of understanding (MOU) which allows police training officers in the union to exceed the 96 hours of comp time until June 30, 2019. The reason for this is that they will be earning more comp for their training of new officers over the next few months and we ask them to not take time off during the training which contributes to the higher number of hours accumulated. Please contact me with questions. I recommend approval of the MOU.

**Item F.2.g.**

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**CITY OF CEDAR FALLS, IOWA**  
**And**  
**TEAMSTERS UNION, Local No. 238**

The City of Cedar Falls, Iowa (hereinafter the "City") and Teamsters Union, Local No. 238 (hereinafter the "Union"), enter into this Memorandum of Understanding (hereinafter the "Agreement"). The City and Union agree to modify the parties' collective bargaining agreement regarding compensatory time. Pursuant to section 10.7 of the parties' collective bargaining agreement, unit members may accrue a maximum of ninety-six (96) hours of compensatory time. Due to the hiring needs of the Police Department and the extra time commitment required for field training officers to train new officers, the parties agree to temporarily modify compensatory time accruals as follows:

- In addition to the ninety-six (96) hour bank currently permitted by the contract, field training officers will also have a separate bank that will only accrue compensatory time earned on those days when field training duties are performed.
- Field training officers may accrue up to forty-eight (48) hours of compensatory time in this separate bank.
- Compensatory time earned through field training will begin to accrue in the separate bank as of September 1, 2018.
- The field training bank will exist from September 1, 2018 until June 30, 2019.
- On June 30, 2019, the compensatory time accrued in the field training officer bank will be, at the employee's discretion, either transferred to their regular compensatory time bank or paid out. The employee's regular compensatory time bank shall at no time exceed ninety-six (96) hours. Any additional hours shall be paid out to the employee on June 30, 2019.
- After June 30, 2019, field training officers will be governed by the current contract provision allowing only for a single compensatory time bank with a maximum of ninety-six (96) hours that can be accrued.

For the City:



---

10-8-2018  
Date

For the Union:



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10/8/18  
Date



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

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

**FROM:** Terra Ray, Engineer Technician II

**DATE:** October 4, 2018

**SUBJECT:** Center Street Recreational Trail Project  
Project Number RT-000-3107

The City of Cedar Falls is planning to construct the Center Street Recreational Trail from Cottage Row Road to Lone Tree Road. The project will require the acquisition of temporary easements and right of way along Center Street. Plans for the project shows the need for acquisitions from approximately twenty four (24) properties.

We recommend that the City Council approve Parcel 11 Temporary Easement Agreement and record all acquisition documents at the black hawk county courthouse.

Xc: Stephanie Houk Sheetz, Director of Community Development  
Jon Resler, PE, City Engineer  
Chase Schrage, CIP Projects Supervisor





**PARTIAL RELEASE OF REAL ESTATE MORTGAGE**

THE IOWA STATE BAR ASSOCIATION  
Official Form No. 130  
Recorder's Cover Sheet

**Preparer Information:** (Name, address and phone number)

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

**Taxpayer Information:** (Name and complete address)

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

**Return Document To:** (Name and complete address)

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

**Grantors:**

Mortgage Electronic Registration Systems, Inc., ("MERS") as nominee for PennyMac Corp., its successors and assigns

**Grantees:**

Travis L. Uhlenhopp, a single man

MIN: 1009313-8007793394-1

MERS Phone #: 1-888-679-6377

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**

**Item F.2.h.**



**PARTIAL RELEASE OF REAL ESTATE MORTGAGE**

The undersigned, the present owner(s) of the mortgage hereinafter described, for valuable consideration, receipt of which is hereby acknowledged, do hereby acknowledge that the following described real estate situated in Black Hawk County, Iowa, to wit:  
See attached Addendum.

is hereby released from the lien of the real estate mortgage, executed by Travis L. Uhlenhopp, a single man dated September 22, 2016, recorded in the records of the Office of the Recorder of the County of Black Hawk, State of Iowa, recorded as document reference number #201700006725, specifically reserving and retaining the mortgage lien and all mortgage rights against all of the remaining property embraced in the mortgage above described.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural, and as masculine, feminine or neuter gender, according to the context.

Dated October 1, 2018.

Sergio Alarcon  
Sergio Alarcon

Assistant Vice President, Mortgage Electronic Registration Systems, Inc., ("MERS") as nominee for PennyMac Corp., its successors and assigns

**REPRESENTATIVE CAPACITY ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF \_\_\_\_\_

This record was acknowledged before me on \_\_\_\_\_, by Sergio Alarcon

as Assistant Vice President

of Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for PennyMac Corp., its successors and assigns.

See Attached  
Signature of Notary Public

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

This record was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

NOTE: For complete release of real estate mortgage, see ISBA Form No. 129.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California  
COUNTY OF Ventura

On October 1, 2018 before me, Carolyn R. Evans, Notary Public  
(insert name and title of the officer)

personally appeared Sergio Alarcon  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct,

Witness my hand and official seal.  
  
Signature [Handwritten Signature] (Seal)  
Carolyn R. Evans, Notary Public



## Item F.2.h.

### ADDENDUM

COMMENCING AT THE SOUTHEAST CORNER OF LOT NO THIRTEEN (13), THRIFT ACRES, IN BLACK HAWK COUNTY IOWA, THENCE NORTH 89°52'21" WEST ALONG THE SOUTH LINE OF SAID LOT 13, 33.00 FEET TO THE WEST RIGHT OF WAY OF CENTER STREET; THENCE, NORTH 0°32'58" EAST ALONG SAID RIGHT OF WAY, 82.81 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID LOT 13, THE POINT OF BEGINNING; THENCE, NORTH 89°52'21" WEST ALONG SAID SOUTH LINE, 2.00 FEET; THENCE, NORTH 0°32'58" EAST ALONG A LINE PARALLEL TO THE WEST RIGH OF WAY OF CENTER STREET, 82.81 FEET TO THE NORTH LINE OF THE SOUTH HALF OF LOT 13; THENCE, SOUTH 89°52'21" EAST ALONG SAID NORTH LINE, 2.00 FEET TO THE WEST RIGHT OF WAY OF CENTER STREET; THENCE, SOUTH 0°32'58" WEST ALONG SAID RIGHT OF WAY, 82.81' TO THE POINT OF BEGINNING.

FEE TITLE CONTAINS 166 SQUARE FEET



**WARRANTY DEED**  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 101  
**Recorder's Cover Sheet**

**Preparer Information:** (Name, address and phone number)

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

**Taxpayer Information:** (Name and complete address)

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

**Return Document To:** (Name and complete address)

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

**Grantors:**

Travis L. Uhlenhopp

**Grantees:**

City of Cedar Falls, Iowa

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**

Item F.2.h.



WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, Travis L. Uhlenhopp, a single person do hereby Convey to City of Cedar Falls, Iowa

the following described real estate in Black Hawk County, Iowa: The East 2 feet of the following described parcel: The West 250 feet of the East 283 feet of the North 1/2 of the South 1/2 of Lot 13, Thrift Acres, in Black Hawk County, Iowa.

This deed is exempt according to Iowa Code 428A.2(21).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on 8-29-18

Travis L. Uhlenhopp (Grantor) (Grantor)

(Grantor) (Grantor)

STATE OF IOWA, COUNTY OF BLACK HAWK This record was acknowledged before me on 29th of Aug. 2018 Dee Paulsen



Signature of Notary Public

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

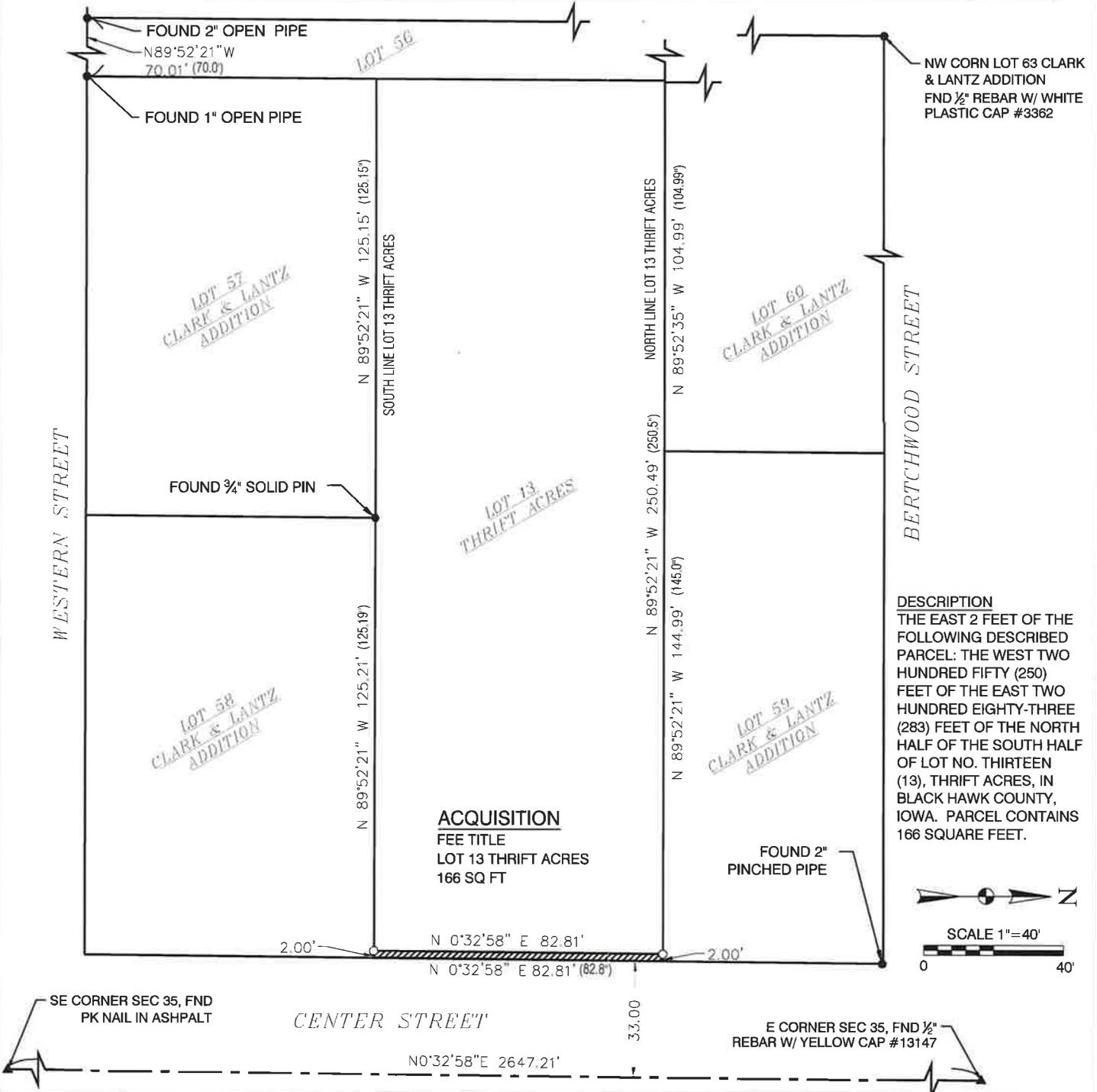
# CITY OF CEDAR FALLS, IOWA

ACQUISITION PLAT PARCEL #11  
ADDRESS: 2404 CENTER ST.

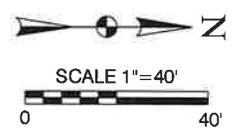


EXHIBIT "A"

COUNTY BLACK HAWK COUNTY STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-480-006  
 SECTION 35 TOWNSHIP 90N RANGE 14W  
 ROW-FEE 166 SF, EASE \_\_\_\_\_ AC, BORROW \_\_\_\_\_ AC, EXCESS-FEE \_\_\_\_\_ AC  
 ACQUIRED FROM TRAVIS L. UHLENHOPP



**DESCRIPTION**  
 THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: THE WEST TWO HUNDRED FIFTY (250) FEET OF THE EAST TWO HUNDRED EIGHTY-THREE (283) FEET OF THE NORTH HALF OF THE SOUTH HALF OF LOT NO. THIRTEEN (13), THRIFT ACRES, IN BLACK HAWK COUNTY, IOWA. PARCEL CONTAINS 166 SQUARE FEET.



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

*[Signature]*  
 Aaron L. Mueller, PLS  
 Iowa License Number 21428  
 My License Renewal Date is December 31, 2018  
 Pages or sheets covered by this seal: THIS SHEET

Date: 1/26/2018

**LEGEND**

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- ( ) RECORDED AS

DRAWN BY KNW DATE 05/10/2017  
 SCALE 1"=40' PROJECT NO. 1656.05

# Item F.2.h.

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

## TEMPORARY EASEMENT AGREEMENT

The undersigned Travis L Uhlenhopp, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Center Street Recreational Trail Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto.

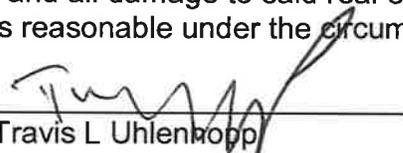
Said easement is granted over the following described real estate owned by Grantor to-wit:

### DESCRIPTION

THE EAST 7 FEET EXCEPT THE EAST 2 FEET OF THE FOLLOWING DESCRIBED PARCEL: THE WEST TWO HUNDRED FIFTY (250) FEET OF THE EAST TWO HUNDRED EIGHTY-THREE (283) FEET OF THE NORTH HALF OF THE SOUTH HALF OF LOT NO. THIRTEEN (13), THRIFT ACRES, IN BLACK HAWK COUNTY, IOWA. TEMPORARY EASEMENT CONTAINS 414 SQUARE FEET.

This easement shall be temporary in nature, terminating upon the completion of the Project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

By   
Travis L Uhlenhopp

STATE OF IOWA )  
 ) ss.  
COUNTY OF Black Hawk )



This instrument was acknowledged before me on 29<sup>th</sup> day of August, 2018, by Travis L Uhlenhopp.

[Signature]  
Notary Public in and for the State of IOWA

My Commission Expires: 5-28-21

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

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

ATTEST:

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

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

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires: \_\_\_\_\_

# Item F.2.h.

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

## CITY OF CEDAR FALLS, IOWA

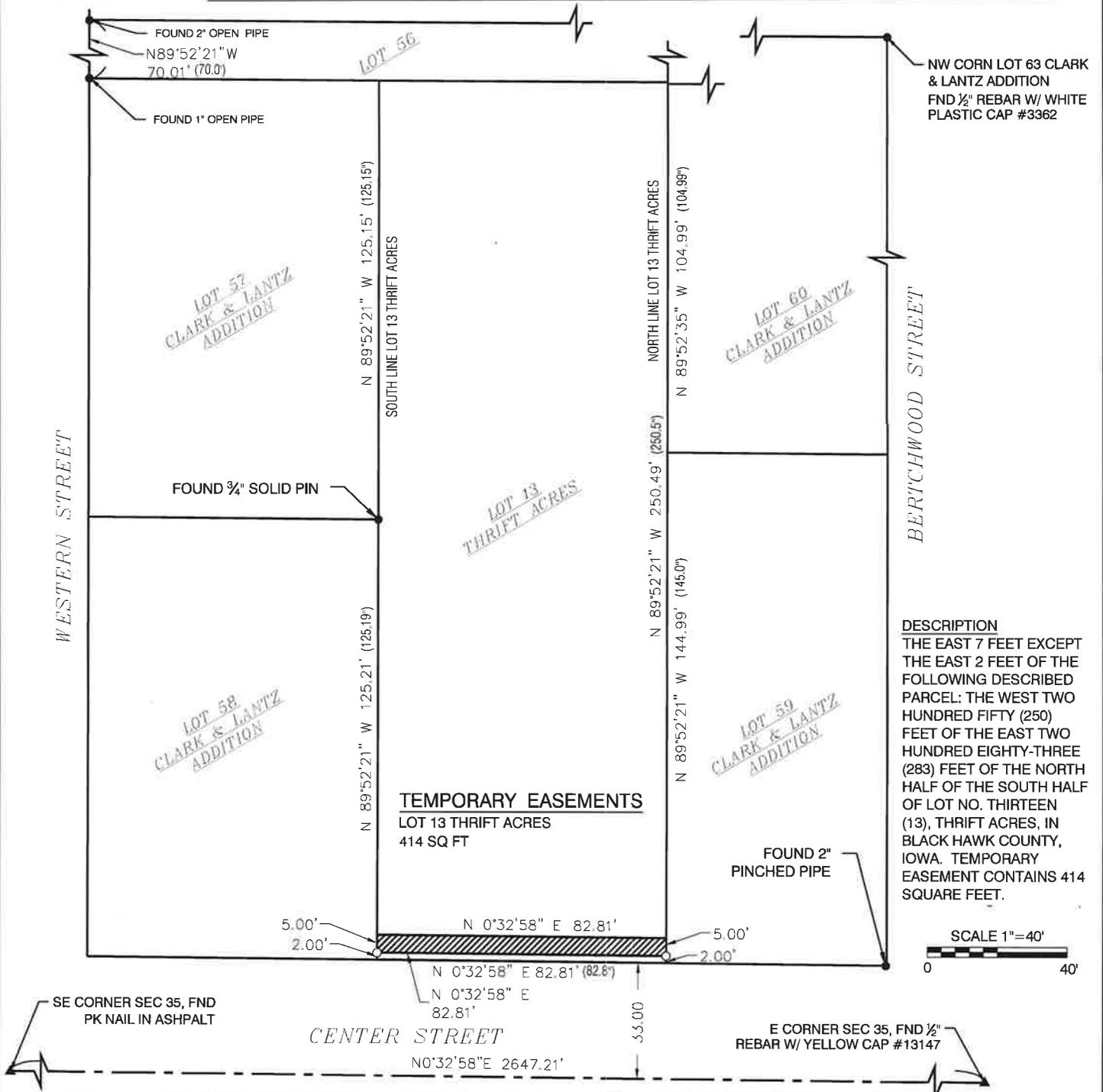
TEMPORARY EASEMENTS PARCEL #11

ADDRESS: 2404 CENTER ST.

EXHIBIT "A"



COUNTY BLACK HAWK COUNTY STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. TAP-U-1185(651)--8I-07 PARCEL NO. 9014-35-480-006  
 SECTION 35 TOWNSHIP 90N RANGE 14W  
 ROW-FEE \_\_\_\_\_ SF, EASE 414 SF, BORROW \_\_\_\_\_ AC, EXCESS-FEE \_\_\_\_\_ AC  
 ACQUIRED FROM TRAVIS L. UHLENHOPP



### LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- ( ) RECORDED AS

DRAWN BY KNW DATE 6/6/2017  
 SCALE 1"=40' PROJECT NO. 1656.05



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

*Administration Division ♦ Planning & Community Services Division*  
 Phone: 319-273-8600 Fax: 319-273-8610

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

*Water Reclamation Division*  
 Phone: 319-273-8633 Fax: 319-268-5566

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Terra Ray, Engineer Tech II  
**DATE:** October 15, 2018  
**SUBJECT:** W. 1<sup>st</sup> Street Reconstruction Project - Property Acquisitions  
 Project # RC-000-3118  
 State Project # STP-57-2(28)-2C-07

The City of Cedar Falls is working with the Iowa Department of Transportation on the reconstruction to W. 1<sup>st</sup> Street from Hudson Road to the Center/Franklin Street intersection. The project is in the final design phase, acquisitions of the necessary right of way needs are underway to meet the DOT and City’s funding years for construction. The utilities and other infrastructure work will be started early next year. The road construction will take place in 2019-2020. This project includes a total reconstruction of the roadway from a four lane to a five lane facility. The project identifies the need for total acquisitions from three (3) properties and partial acquisitions from 68 properties.

Appraisals and offers are gradually being sent to the properties affected by this corridor reconstruction project. The owners of the following properties have accepted our offer.

Parcel #	Owner	Address	Acquisition Type
28	654 Properties LLC	721 W. 1 <sup>st</sup> Street	Temporary Easement

Attached is a map that identifies the location of these properties.

The City will use federal funds for the design and right of way portion of this project. Per an agreement with the DOT approved on August 7, 2017, the city will be the lead in property acquisition and design. All eligible project costs will be split 50% City and 50% DOT which includes engineering, right of way, construction and construction administration. The city signed as agreement with Snyder and Associates on September 5, 2017 for these services. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY18 and FY20 under item number 91. If approved, the City Attorney will prepare the necessary closing documents and staff will complete the acquisition process for these parcels.

Staff recommends that the City Council state their support in the form of a resolution approving the acquisitions and authorize the Mayor to execute the agreements for the W. 1<sup>st</sup> Street

## Item F.2.i.

reconstruction project.

If you have any questions or need additional information, please feel free to contact me.

xc: Stephanie Sheetz, Director  
Jon Resler, City Engineer  
David Sturch, Planner III

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023  
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(515) 964-2020  
(319)273-8600

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 721 W. 1<sup>st</sup> St.  
PARCEL NO. 28  
PROJECT NO. STP-57-2(28)-2C-07  
PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

COUNTY TAX PARCEL NO.8914-12-101-010

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between 654 Properties, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

Temporary Easement  
See attached

and which include the following improvements of whatever type situated on the premises:

\_\_\_\_\_.

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

# Item F.2.i.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>4,392.56</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>4,395.00</u>	TOTAL LUMP SUM	

BREAKDOWN:      ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Permanent Utility Easement	_____ sq. ft.	\$ _____
Temporary Easement	<u>1,963</u> sq. ft.	<u>\$ 3,442.56</u>
Miscellaneous/Other	<u>Tree/Shrubs</u>	<u>\$ 950.00</u>
Buildings		\$ _____
Severance Damages		\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: UNKNOWN
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.  
  
Names and address of lienholders are: 654 Properties, LLC – 721 W. 1<sup>st</sup> St. Cedar Falls, IA 50613
8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 5 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the

survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.

- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

654 Properties, LLC

Gary Jones, Manager 9/4/18  
 Name / Title Date  
GARY JONES, MANAGER

\_\_\_\_\_  
Name / Title Date

For an acknowledgment in a representative capacity:

\_\_\_\_\_  
654 Properties, LLC

State of IOWA

County of BLACK HAWK

This record was acknowledged before me on 9-4-18

\_\_\_\_\_  
(Date) by \_\_\_\_\_

GARY N. JONES  
\_\_\_\_\_

Name(s) of individual(s) as MANAGER

\_\_\_\_\_  
(type of authority, such as officer or trustee)

of 654 PROPERTIES, LLC  
(name of party on behalf of whom record was executed)

[Signature]  
Signature of notarial officer

3



**Item F.2.i.**

BUYER'S APPROVAL

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

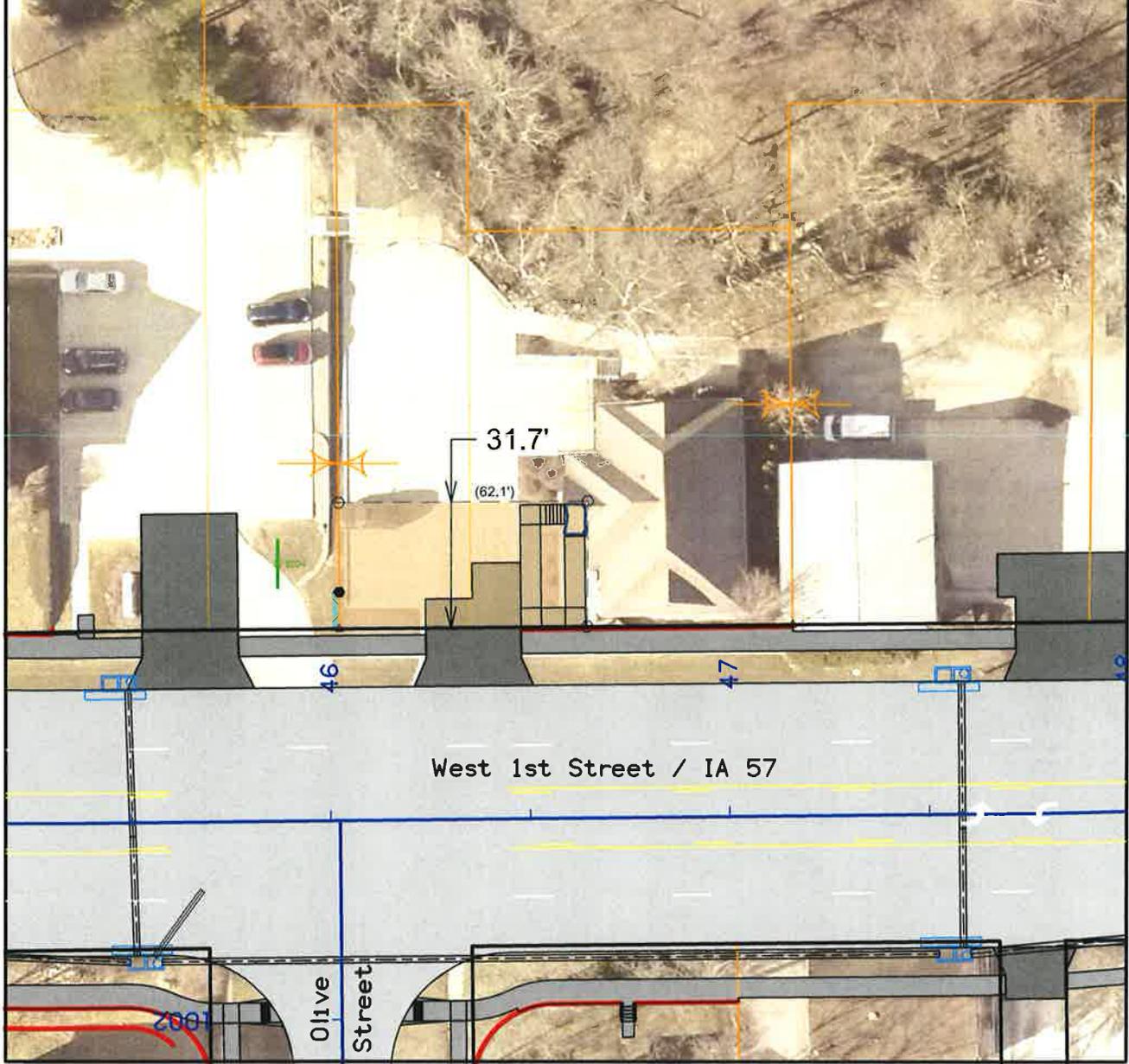
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**LEGEND**

 PROPOSED TEMPORARY EASEMENT	 PROPOSED STORM SEWER
 PROPOSED FEE TITLE	 PROPOSED WATER MAIN
 PROPOSED PERMANENT EASEMENT *	 PROPOSED WATER SERVICE
 PROPOSED ROADWAY	 PROPOSED SANITARY SEWER
 PROPOSED SIDEWALK	 PROPOSED SANITARY SERVICE
 PROPOSED DRIVEWAY/PARKING LOT	 RETAINING WALL
 EXISTING RIGHT-OF-WAY	
 LOT LINE	

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION		SCALE: 1"= 40'
PARCEL 28 - 654 PROPERTIES, LLC		DATE: 02/08/2018
 		PROJECT #: STP-57-2(28)--2G-07

#PL TDRVL #  
#PVENTBL #  
#SHEETNAME #

#P # EL #  
#DATE #  
#USER #

## Item F.2.i.

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023  
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

### OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by 654 Properties, LLC, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

654 Properties, LLC

<u>Gary N. Jones</u>	<u>Manager</u>	<u>9/4/18</u>	_____	_____
Name / Title		Date	Name / Title	Date

1. For an acknowledgment in a representative capacity:

State of Iowa

County of BLACK HAWK

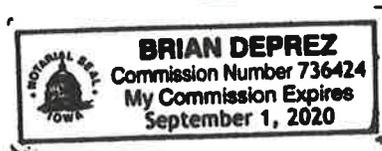
This record was acknowledged before me on 9-4-2018 (Date)

by GARY N. JONES Name(s) of individual(s)

as MANAGER (type of authority, such as officer or trustee)

of 654 PROPERTIES, LLC  
(name of party on behalf of whom record was executed).

[Signature]  
 \_\_\_\_\_  
 Signature of notarial officer



**Item F.2.i.**

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

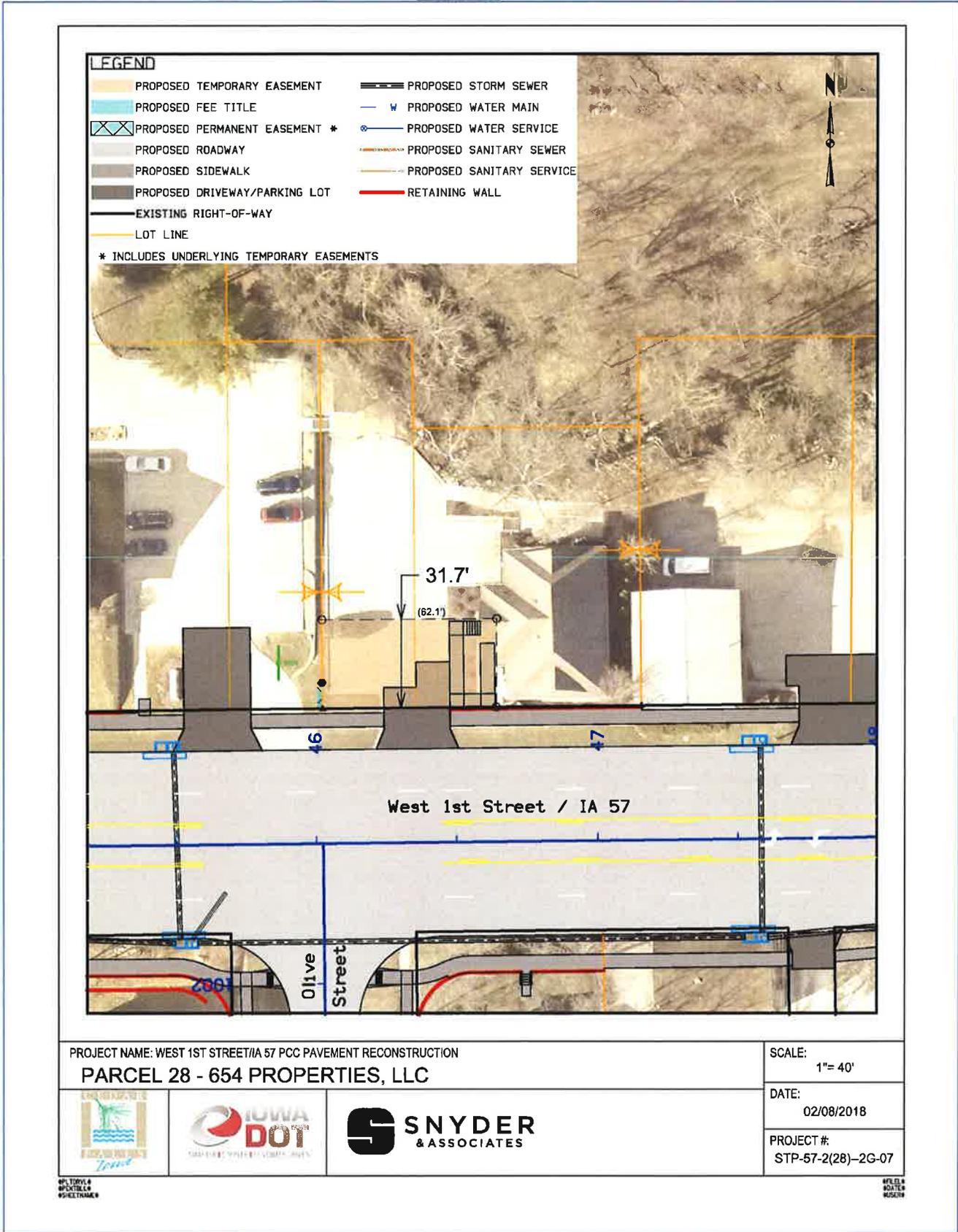
This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

EXHIBIT



# Item F.2.i.

Prepared by: Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, IA 50023  
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613

(515) 964-2020  
(319) 273-8600

## CITY OF CEDAR FALLS TENANT PURCHASE AGREEMENT

Property Address 721 W. 1<sup>st</sup> Street, Cedar Falls County Tax Parcel No. 8914-12-101-010  
Parcel Number 28 Project Name West 1<sup>st</sup> Street Cedar Falls IA 57 Reconstruction Project  
Project Number STP-57-2(28)--2c-07

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between

GARY JONES (JONES LAW FIRM), Seller and the City of Cedar Falls, Iowa, Buyer.

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises [strike inapplicable wording in the following three (3) lines]:

See Attached Temporary and/or Permanent Easement Area(s)

and more particularly described on page(s) 4, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: 654 PROPERTIES, LLC

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Temporary Easement as shown on the attached temporary easement area. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except: None Known.

Page 1 of 4

- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Gary Jones \_\_\_\_\_

For an acknowledgment in a representative capacity:

State of Iowa

County of BLACK HAWK

This record was acknowledged before me on \_\_\_\_\_

Sept. 4, 2018 (Date) by GARY JONES

Name(s) of individual(s) as SOLE PROPRIETOR

(type of authority, such as officer or trustee)

of GARY JONES LAW FIRM

(name of party on behalf of whom record was executed) .

[Signature]  
Signature of notarial officer



# Item F.2.i.

## BUYER'S APPROVAL

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

## MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

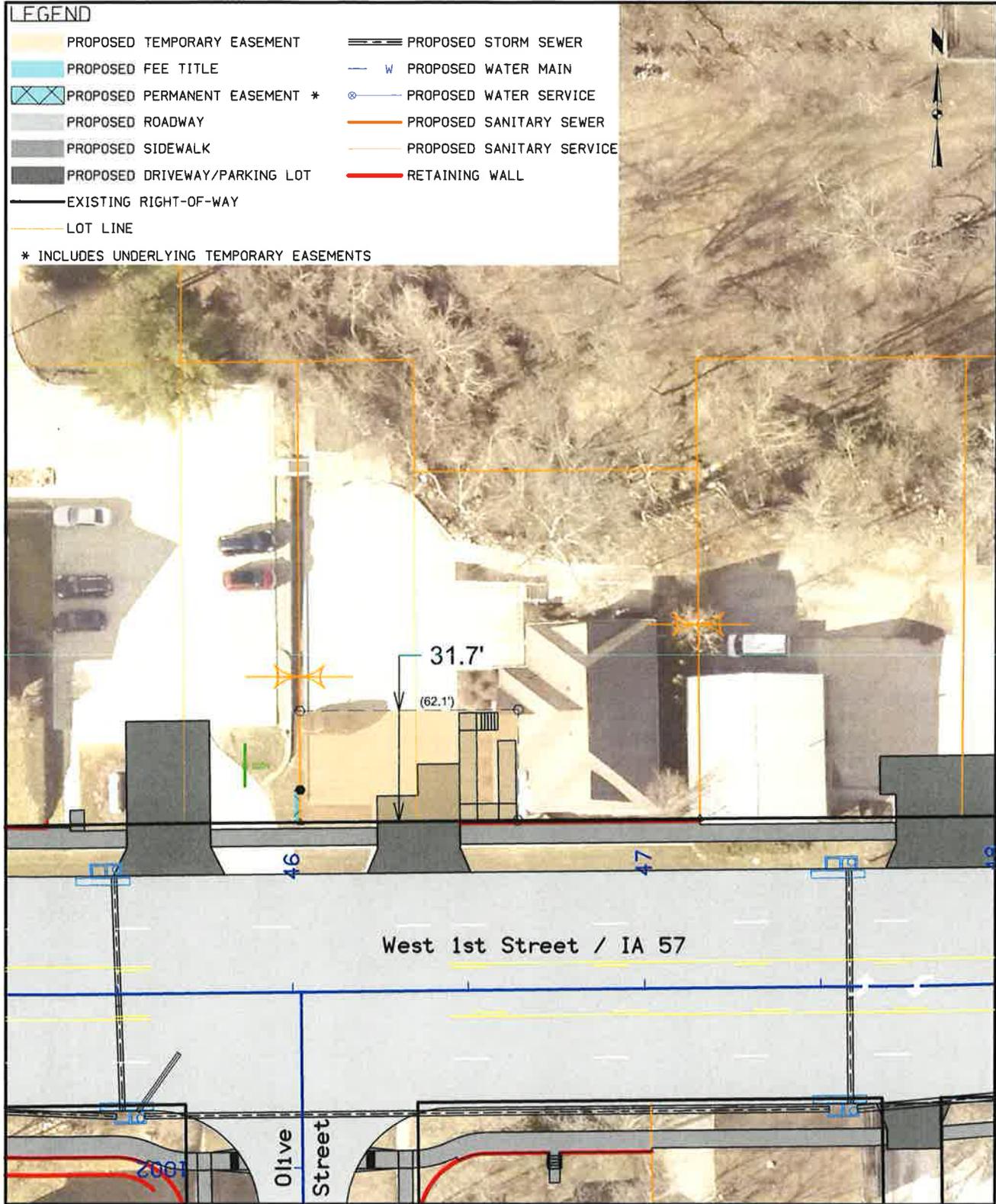
\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
 PARCEL 28 - 654 PROPERTIES, LLC

SCALE:  
 1" = 40'

DATE:  
 02/08/2018

PROJECT #:  
 STP-57-2(28)--2G-07



PLTDRVL  
 PENTELL  
 SHEETNAME

FILE#  
 DATE  
 USER

# Item F.2.i.

Prepared by: Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, IA 50023  
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613

(515) 964-2020  
(319) 273-8600

## CITY OF CEDAR FALLS TENANT PURCHASE AGREEMENT

**Property Address:** 721 W. 1<sup>st</sup> St.   **County Tax Parcel No:** 8914-12-101-010  
**Parcel Number 28      Project Name:** West 1<sup>st</sup> Street Cedar Falls IA 57 Reconstruction Project  
**Project Number** STP-57-2(28)--2c-07

**THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Gleason Group, LLC, Seller and the City of Cedar Falls, Iowa, Buyer.**

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area  
See Attached Acquisition Plat  
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: 654 Properties, LLC

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Fee Acquisition, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area plat. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

None Known

10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

**Gleason Group, LLC**

[Signature]  
Cindy S. Gleason Date

Cindy S. Gleason  
Name

For an acknowledgment in a representative capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on \_\_\_\_\_

9/13/2018 (Date) by \_\_\_\_\_

Cindy S. Gleason

Name(s) of individual(s) as Owner

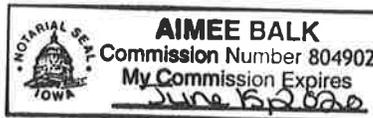
\_\_\_\_\_  
(type of authority, such as officer or trustee)

of Gleason Group, L.L.C.  
(name of party on behalf of whom record was executed):

Aimee Balk  
Signature of notarial officer

Aimee Balk  
Printed name of notarial officer

June 15, 2020  
My commission expires



# Item F.2.i.

## BUYER'S APPROVAL

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

## MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

**LEGEND**

 PROPOSED TEMPORARY EASEMENT	 PROPOSED STORM SEWER
 PROPOSED FEE TITLE	 PROPOSED WATER MAIN
 PROPOSED PERMANENT EASEMENT *	 PROPOSED WATER SERVICE
 PROPOSED ROADWAY	 PROPOSED SANITARY SEWER
 PROPOSED SIDEWALK	 PROPOSED SANITARY SERVICE
 PROPOSED DRIVEWAY/PARKING LOT	 RETAINING WALL
 EXISTING RIGHT-OF-WAY	
 LOT LINE	

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION		SCALE:
PARCEL 28 - 654 PROPERTIES, LLC		1"= 40'
 	DATE:	
	02/08/2018	
		PROJECT #:
		STP-57-2(28)--2G-07

\$PLTDRVL\$  
\$PENTOLL\$  
\$SHEETNAME\$

\$FILEL\$  
\$DATEL\$  
\$USERL\$









**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:** Lisa Ahern, Planner I  
**DATE:** October 11, 2018  
**SUBJECT:** Payment Standards for the Section 8 Housing Choice Voucher Program

**INTRODUCTION**

The Section 8 Housing Choice Voucher Program has been part of the City for more than 35 years, providing assistance to lower income individuals and families in need of adequate housing. For families to be successful in finding quality housing, the program must adopt payment standards for rental assistance. The payment standard is the maximum amount of rental assistance the Public Housing Authority (PHA) can provide, after the tenant pays 30% of their income toward housing costs.

Payment standards must be within 90% to 110% of the Fair Market Rents (FMR) which are published annually by the U.S. Department of Housing and Urban Development (HUD). HUD released its Fair Market Rents for Fiscal Year 2019. An increase was received for the Waterloo-Cedar Falls metro area for all unit sizes.

**ANALYSIS**

Cedar Falls last updated its payment standards in 2016. The current payment standards are between 89% and 92% of the 2019 FMRs, which for some units is below the minimum 90% FMR. When existing standards fall below 90% of the proposed FMR, HUD requires the PHA to adopt the new payment standards within three months. The following table documents the current payment standards and their percentage of the 2019 FMR.

<b>CURRENT PAYMENT STANDARDS AND 2019 FMR</b>					
	<b>0 Bed</b>	<b>1 Bed</b>	<b>2 Bed</b>	<b>3 Bed</b>	<b>4 Bed</b>
<b>CURRENT PAYMENT STANDARD</b>	\$492	\$586	\$751	\$1001	\$1235
<b>2019 FMR</b>	\$554	\$662	\$836	\$1087	\$1355
<b>% of FMR</b>	89%	89%	90%	92%	91%

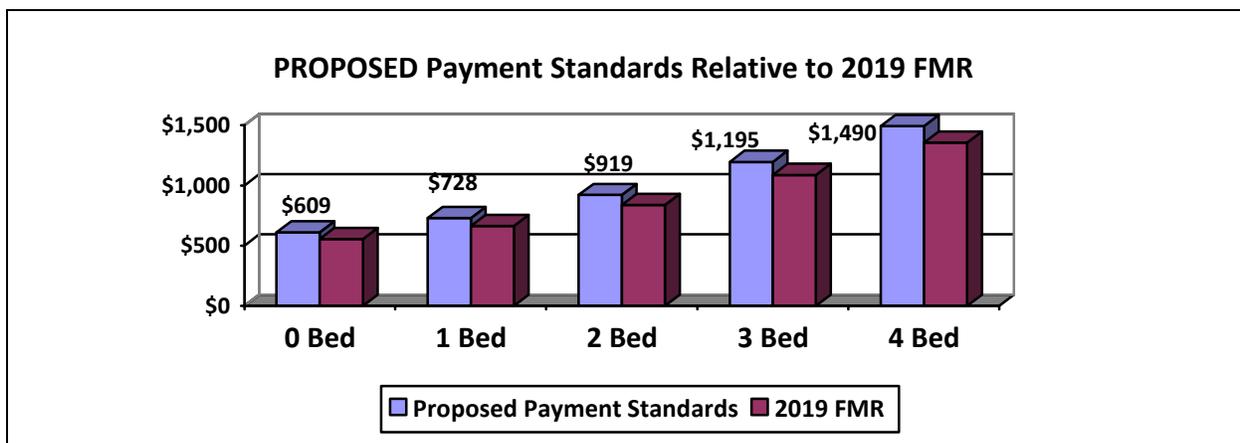
The current payment standards fall short of the FMR. Historically, the City has opted to utilize a 110% standard for one to four bedroom units, since the FMR is based on rents across both

## Item F.2.j.

Waterloo and Cedar Falls and high demand for student rentals in Cedar Falls puts an upward pressure on rental prices. Units with more than four bedrooms are rare and have remained at a payment standard of 100% of FMR, because the multiplier used to calculate the FMR for additional bedrooms results in a higher than typical payment standard for the market.

Insufficient payment standards undermine the main goal of the program to house low income households in safe, quality, affordable environments. Participants who receive a voucher have 120 days to find a unit that meets the minimum Housing Quality Standards (HQS). If they do not find a unit in this timeframe, their voucher expires and they must reapply – a process that can take a year or longer. The ability of these participants, who have very limited means, to find a unit that will pass a HQS inspection under the existing, outdated payment standards is quite challenging.

Increasing the payment standards to 110% of the FMR (100% for units with 5 or more bedrooms) will improve the program's lease-up rate and expand the housing choices available to participants. Going forward, Staff recommends reviewing payment standards on an annual basis and updating them as necessary will ensure that standards are in line with local housing market conditions. The table below illustrates the proposed payment standards as they relate to the 2019 FMRs.



<b>PROPOSED PAYMENT STANDARDS</b>					
	0 Bed	1 Bed	2 Bed	3 Bed	4 Bed
<b>Proposed Payment Standard</b>	\$609	\$728	\$919	\$1195	\$1490

**RECOMMENDATION:** The proposed payment standards were reviewed by the Housing Commission during the October 9, 2018 meeting. The Commission recommends that City Council approve a resolution increasing the payment standards to 110% of the Fair Market Rent for 0-4 bedroom units and 100% of Fair Market Rent for units with more than four bedrooms, effective November 1, 2018.

xc: Stephanie Sheetz, Community Development Director  
Karen Howard, Community Services Manager

**RESOLUTION NO.**

**RESOLUTION APPROVING PAYMENT STANDARDS  
FOR THE FY 2019 SECTION 8 RENTAL ASSISTANCE PROGRAM  
FOR THE CITY OF CEDAR FALLS, IOWA**

WHEREAS, the U.S. Department of Housing and Urban Development established the Fair Market Rents (FMR) for the Waterloo/Cedar Falls area, effective October 1, 2018; and

WHEREAS, the City of Cedar Falls, Iowa is required to establish payment standards for its Housing Choice Voucher Program between 90% and 110% of the area FMR, as determined by the U.S. Department of Housing and Urban Development.

WHEREAS, due to the relatively high demand and high cost market for rental units in Cedar Falls, the Cedar Falls Housing Commission recommends establishing the local payment standards for the Housing Choice Voucher Program at 110% of the area FMR for rental units with 0-4 bedrooms and at 100% of the area FMR for rental units with more than 4 bedrooms.

WHEREAS, it is in the best interests of the citizens of Cedar Falls, Iowa that the revised Payment Standards be approved and adopted:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the Payment Standards for the Cedar Falls Housing Choice Voucher Program be adopted, effective November 1, 2018, as noted below:

Zero Bedroom Units: \$ 609

One Bedroom Units: \$ 728

Two Bedroom Units: \$ 919

Three Bedroom Units: \$ 1195

Four Bedrooms Units: \$ 1490

Units with more than four bedrooms, payment standard is established at 100% of Area FMR, as determined by U.S. HUD, as adjusted for unit size.

ADOPTED this 15<sup>th</sup> day of October, 2018.

---

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

**INTEROFFICE MEMORANDUM**

*Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Planner II  
**DATE:** October 11, 2018  
**SUBJECT:** Approval of Asbestos Testing Letter of Agreement for the Northern Cedar Falls Flood Buyout Program, Project No. FL-000-2017

On August 7, 2017 City Council approved a grant agreement between Iowa Homeland Security and Emergency Management and the City of Cedar Falls for the Cedar Falls Property Acquisition and Demolition Project. The funding that was approved as part of the agreement allowed the City to purchase 13 properties. After the acquisitions were completed and the structures removed from the properties, it was realized that the project costs were coming in less than what was budgeted. On July 16, 2018, City Council approved a purchase offer for the property at 2703 Timothy Street, which was an alternate property on the flood buyout list.

The City anticipates closing on this property on October 29, 2018. Once the City acquires the property, asbestos testing must occur to determine if any asbestos abatement is needed on any of the structures.

Quotes were requested from the below companies for the asbestos testing and clearance monitoring services. One quote was received:

<b>Company</b>	<b>Bid for Testing</b>	<b>Bid for Re-Inspection</b>	<b>Total Bid Amount</b>
Hawkeye Environmental	\$675	\$150 per property site visit (if required)	\$825
Active Thermal Concepts	Did Not Bid		
Abatement Specialties	Did Not Bid		
Advanced Environmental	Did Not Bid		

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The Community Development Department recommends approval of the Letter of Agreement for asbestos testing and clearance monitoring services with Hawkeye Environmental, for work at 2703 Timothy Street. This work would be completed within 30 days of issuance of the Notice to Proceed.

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

xc: Stephanie Houk Sheetz, Director of Community Development  
Jennifer Rodenbeck, Director of Finance and Business Operations  
Karen Howard, Planning & Community Services Manager

**LETTER OF AGREEMENT**

Project §404 Hazard Mitigation Property Acquisition Demolitions Program  
For the City of Cedar Falls, Iowa.

Contractor: Hawkeye Environmental  
Address: 814 Wood Lily Road  
City: Solon, Iowa

THIS AGREEMENT, entered into this 10<sup>th</sup> day of October, 2018, is by and between the City of Cedar Falls, Iowa, (hereinafter called "the City"), and Hawkeye Environmental, (hereinafter called the Contractor).

WHEREAS, the City requires asbestos survey work and asbestos clearing monitoring work to be performed in connection with the above identified project; and

WHEREAS, the Contractor certifies to be qualified and willing to perform the work required in accordance with the standards and criteria hereinafter set forth, and pursuant to the terms, provisions and conditions hereof, and

WHEREAS, the City of Cedar Falls did issue a Request for Bids for the aforementioned project, and

WHEREAS, the City of Cedar Falls did receive Bids for the aforementioned project, and made the award of the project work to Hawkeye Environmental, and,

WHEREAS, the City of Cedar Falls does hereby wish to establish a contractual relationship for the performance and completion of the aforementioned work,

NOW, THEREFORE, both parties hereto do enter into this contract and agree as follows:

The Contractor shall furnish all tools, equipment, labor and materials for the proposed survey work in accordance with all applicable plans, specifications, codes and ordinances of Cedar Falls, Iowa.

The Contractor will be required to hold and maintain a valid Iowa Asbestos Inspector License and a valid Certificate of Liability Insurance for the duration of the project. The Contractor must also remain in good standing as a Registered Contractor through Iowa Workforce Development.

The Contractor will be paid contract price for all items satisfactorily completed. Such payment shall be full compensation for completion of the work, for complying with all laws, rules, regulations, and ordinances, including safety, and for furnishing all material, equipment, tools and labor to complete the work, in accord with the plans and these specifications listed in the signed and awarded *Request for Bids* received by the City on October 8, 2018 from the Contractor. All documents issued by the City in conjunction with this project, including the

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*Request for Bids*, any and all Addenda thereto and the Contractor's bid submittal constitute the bid package and are hereby incorporated by reference.

Payment for the work completed shall be based on the following price:

TOTAL, not to exceed: \$825.00

### **Contract term**

The term of this Contract is 30 days from the foregoing date. The contract may be extended as agreed by written mutual consent of the Applicant and Contractor.

### **Work Commencement**

The work shall commence within five (5) days after being notified by the City and shall be completed within 30 days of the issuance of Notice to Proceed. Time extensions may be granted for those portions of the project affected by inclement weather conditions.

The Contractor shall not begin work on the survey project until after this contract agreement has been signed by the Contractor and the City and a completely executed copy has been returned to the Contractor with a *Notice to Proceed*.

### **Payment**

Payment will be made to the Contractor within thirty (30) days after the completion and approval thereof by the City Council. Payment shall be requested in writing by the Contractor on a properly executed claim, bill or statement.

The Contractor agrees to perform all "extra work" which may be required to complete the work contemplated at unit prices to be agreed upon in writing prior to starting such work, or if prices or sums cannot be agreed upon to perform such work on a force account basis, as provided in the specifications. All amendments to this contract shall be agreed to in writing.

During the performance of this contract, the Contractor 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, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this contract. The Contractor must comply with the following laws and regulations: Title VI of the Civil Rights Act of 1964 (P.L. 88-352); Iowa Civil Rights Act of 1965 (Iowa Executive Orders 15 and 34); Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309); the Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794); Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213); Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) ; Title VIII of the Civil Rights Act of 1968, as amended; Federal Executive Order 11063, as amended by Executive Order 12259; Federal Executive Order 11246, as amended.

### **Government-Mandated Provisions**

Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the Applicant's contracts relating to the project

include certain provisions. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this Section may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Contract to comply with Federal Law. Parenthetical comments in the following paragraphs are taken from 2 CFR part 200 appendix II and 200.325.

A. Remedies. In the event that the Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of 20 days after notice of default has been given by Applicant to Contractor, then Applicant may take any one or more of the following steps, at its option:

- a. by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the Applicant hereunder, or obtain damages caused to the Applicant by any such default;
- b. have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
- c. make no further disbursements, and demand immediate repayment from Proposer of any funds previously disbursed under this Agreement;
- d. terminate this Agreement by delivering to Contractor a written notice of termination; and/or
- e. take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of Applicant to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that Applicant prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by Applicant.

B. Termination for Cause. Applicant may terminate this contract as set out in the foregoing Section A (d).

C. Termination for Convenience. Applicant may terminate this Agreement at its convenience at any time and is effective upon issuance. Delivery may be made by mail, phone, fax or email.

D. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided

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under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. *\*\*Davis-Bacon Act is not applicable to Disaster grant funding\*\**

F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

G. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the

recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

H. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

I. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

J. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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**Contractor:**

Hawkeye Environmental

By: Machelle Henneberry

Date: 10/10/18

**Approved and Accepted:**

**CITY OF CEDAR FALLS, IOWA**

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

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

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