



AGENDA
CITY OF CEDAR FALLS, IOWA
REGULAR MEETING, CITY COUNCIL
MONDAY, JULY 9, 2018
7:00 PM AT CITY HALL

- A. Call to Order by the Mayor.
- B. Roll Call.
- C. Approval of Minutes of the Regular Meeting of June 18, 2018.
- D. Agenda Revisions.
- E. New Business:
 - 1. Consent Calendar: (The following items will be acted upon by voice vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)
 - a. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
 - (1) Michael Mangin, Board of Adjustment, term ending 03/31/2023.
 - (2) Seth Chadwick, Library Board of Trustees, term ending 06/30/2024.
 - (3) Glynis Worthington, Library Board of Trustees, term ending 06/30/2024.
 - b. Receive and file the Committee of the Whole minutes of June 18, 2018 relative to the following items:
 - (1) Board of Adjustment Interview - Michael Mangin.
 - (2) Library Board of Trustees Interview - Seth Chadwick.
 - (3) Library Board of Trustees Interview - Glynis Worthington.
 - (4) Greater Cedar Valley Alliance Update.
 - (5) Review of 2018 Bond Sale Bids.
 - (6) Bills & Payroll.
 - c. Receive and file the City Council Work Session minutes of June 11, 2018.
 - d. Receive and file Departmental Monthly Reports of May 2018.
 - e. Approve the application of Janelle Wilks, d/b/a Nelly's Dogs, for a Mobile Merchant license in the Downtown and College Hill areas.
 - f. Approve the following applications for liquor licenses:
 - (1) Hy-Vee Market Grille, 6301 University Avenue, Class C liquor - renewal.
 - (2) Whiskey Road Tavern & Grill, 402 Main Street, Class C liquor & outdoor service - sidewalk café.
 - 2. Resolution Calendar: (The following items will be acted upon by roll call vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)

- a. Resolution authorizing and providing for the issuance of \$5,940,000 General Obligation Bonds, Series 2018, and levying a tax to pay said bonds; and approving the Tax Exemption Certificate and Continuing Disclosure Certificate.
 - b. Resolution amending an inter-fund loan from the Capital Projects Fund to the Sewer Enterprise Fund relative to funding for the Water Reclamation UV Disinfection & Biosolids Handling Facilities Improvements Project and the Bluff Street Lift Station.
 - c. Resolution amending an inter-fund loan (#1) from the Health Trust Fund to the Sewer Enterprise Fund relative to funding for the Water Reclamation UV Disinfection & Biosolids Handling Facilities Improvements Project.
 - d. Resolution amending an inter-fund loan (#2) from the Health Trust Fund to the Sewer Enterprise Fund relative to funding for the Water Reclamation UV Disinfection & Biosolids Handling Facilities Improvements Project.
 - e. Resolution amending an inter-fund loan (#3) from the Health Trust Fund to the Sewer Enterprise Fund relative to funding for the Water Reclamation UV Disinfection & Biosolids Handling Facilities Improvements Project.
 - f. Resolution amending an inter-fund loan (#4) from the Health Trust Fund to the Sewer Enterprise Fund relative to funding for the Water Reclamation UV Disinfection & Biosolids Handling Facilities Improvements Project, Bluff Street Lift Station and Park Drive Lift Station.
 - g. Resolution levying a final assessment for costs incurred by the City to abate the nuisance by demolition and removal of buildings on the property located at 216 Iowa Street.
 - h. Resolution approving and authorizing execution of an Easement Agreement, in conjunction with a sidewalk café at 402 Main Street.
 - i. Resolution approving and accepting two Permanent Utility Easements, in conjunction with the Highway 58 & Viking Road Project.
 - j. Resolution approving and accepting the contract and bond of Feldman Concrete for the 2018 Public Sidewalk & Pedestrian Trail Improvement Project.
 - k. Resolution approving the transfer of Lot 1, River Place 4th Addition from State Street Residences, LC to Community Main Street, Inc. pursuant to the Agreement for Private Development with River Place Properties LC.
- F. Allow Bills and Payrolls.
- G. City Council Referrals.
- H. City Council Updates.
- I. Public Forum. (Speakers will have one opportunity to speak for up to 5 minutes on topics germane to City business.)
- J. Adjournment.

**CITY HALL
CEDAR FALLS, IOWA, JUNE 18, 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.

- 51938 - It was moved by Kruse and seconded by Miller that the minutes of the Regular Meeting of June 4, 2018 be approved as presented and ordered of record. Motion carried unanimously.
- 51939 - Mayor Brown announced that in accordance with the public notice of June 8, 2018, this was the time and place for a public hearing on the City's FY18-19 Consolidated Annual Plan for the Community Development Block Grant (CDBG) & HOME Program. 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.
- 51940 - The Mayor then asked if there were any written objections filed to the plan. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. Community Development Director Sheetz commented briefly on the plan. There being no one else present wishing to speak either for or against the plan, the Mayor declared the hearing closed and passed to the next order of business.
- 51941 - It was moved by Green and seconded by deBuhr that Resolution #21,150, approving and authorizing submission of the City's FY18-19 Consolidated Annual Plan for the Community Development Block Grant (CDBG) & HOME Program, 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 #21,150 duly passed and adopted.
- 51942 - It was moved by Blanford and seconded by Wieland that Ordinance #2926, providing that general property taxes levied and collected each year on all property located within the South Cedar Falls Urban Renewal Area in the City of Cedar Falls, County of Black Hawk, State of Iowa, by and for the benefit of the State of Iowa, City of Cedar Falls, County of Black Hawk, Cedar Falls Community School District, Hudson Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the City in connection with the South Cedar Falls Urban Renewal Area, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Ordinance #2926 duly passed and adopted.

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51943 - It was moved by Kruse and seconded by Green that Ordinance #2927, amending Chapter 26, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing a 35 miles per hour speed limit on Greenhill Road from Hudson Road to West 27th Street, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Ordinance #2927 duly passed and adopted.

51944 - It was moved by Miller and seconded by Kruse that the following items and recommendations on the Consent Calendar be received, filed and approved:

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

- (1) Jeremy Rosel, Art & Culture Board, term ending 07/01/2022.
- (2) Mary-Sue Bartlett, Art & Culture Board, term ending 07/01/2022.
- (3) Susan Langan, Human Rights Commission, term ending 07/01/2021.
- (4) Andrew Morse, Human Rights Commission, term ending 07/01/2021.
- (5) Kei-Che Randle, Human Rights Commission, term ending 07/01/2021.
- (6) Jeffrey Zaputil, Human Rights Commission, term ending 07/01/2021.
- (7) David Sturch, Metropolitan Bus Board, term ending 06/30/2021.

Receive and file the Committee of the Whole minutes of June 4, 2018 relative to the following items:

- (1) Water Quality Initiatives.
- (2) Streetscape Project Update.
- (3) FY19 Cash Management Report.
- (4) Bills & Payroll.

Receive and file the Administration Committee minutes of June 5, 2018.

Receive and file bids received for the sale of \$6,585,000 General Obligation Bonds, Series 2018.

Receive and file the bids received for the 2018 Public Sidewalk & Pedestrian Trail Improvement Project.

Approve the following special event related requests:

- (1) Street closures, Sturgis Falls Celebration, June 20-24, 2018.
- (2) Street closure, Hearthside Drive, June 30, 2018.
- (3) Street closure, Abraham Drive, July 4, 2018.
- (4) Accel Triathlon, July 14, 2018.
- (5) Parking variance, Teacher Festival, July 26, 2018.

Approve the following applications for cigarette/tobacco/nicotine/vapor permits:

- (1) Bani's, 2128 College Street.
- (2) Five Corners Liquor & Wine, 809 East 18th Street.
- (3) Great Wall, 2125 College Street.
- (4) Hill Street News and Tobacco, 2217 College Street.
- (5) Kwik Star, 7500 Nordic Drive.

- (6) Kwik Star, 2019 College Street.
- (7) The Dragon's Cave, 2225 College Street.
- (8) Tobacco Outlet Plus, 4116 University Avenue.
- (9) ZSAVOOZ, 206 Brandilynn Boulevard.

Approve the following applications for beer permits and liquor licenses:

- (1) Hong Kong Chinese Restaurant, 6306 University Avenue, Special Class C liquor - renewal.
- (2) Amvets, 1934 Irving Street, Class A liquor & outdoor service - renewal.
- (3) NewAldaya Lifescapes, 7511 University Avenue, Class A liquor & outdoor service - renewal.
- (4) Mulligan's Brick Oven Grill & Pub, 205 East 18th Street, Class C liquor & outdoor service - renewal.
- (5) Texas Roadhouse, 5715 University Avenue, Class C liquor - renewal.
- (6) Dollar General Store, 2921 Center Street, Class C beer & Class B wine - change in ownership.
- (7) Kwik Star, 2019 College Street, Class C beer - adding Class B wine.
- (8) Mary Lou's Bar & Grill, 2719 Center Street, Class C liquor - temporary outdoor service. (July 13-July 14, 2018)

Motion carried unanimously.

51945 - It was moved by Green and seconded by Kruse that the following resolutions be introduced and adopted:

Resolution # 21,151, directing sale of \$6,585,000 General Obligation Bonds, Series 2018.

Resolution #21,152, approving and authorizing execution of the renewal of the City's FY19-21 Long Term Disability policy and plan amendments with National Insurance Services.

Resolution #21,153, approving the renewal of the City's FY19-20 Group Life and Accidental Death & Dismemberment Renewal policy with Standard Insurance Company.

Resolution #21,154, approving and authorizing execution of an Administrative Services Agreement with Wellmark Blue Cross and Blue Shield relative to the City's FY19 Employee Health Plan.

Resolution #21,155, approving the Group Insurance Policy with Wellmark Blue Cross and Blue Shield relative to the City's dental plan.

Resolution #21,156, approving an FY19 Health Plan Stop Loss Policy with Wellmark, Inc.

Resolution #21,157, approving and authorizing execution of a Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services, Inc. relative to Insurance Brokerage and Risk Management Services.

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Resolution #21,158, approving and authorizing execution of two Claims Service Contracts with Alternative Service Concepts, LLC.

Resolution #21,159, approving and authorizing execution of an Agreement in Support of the College Hill Partnership relative to an FY19 Economic Development Grant.

Resolution #21,160, approving and authorizing execution of an Agreement to Support Economic Development Program of the College Hill Partnership relative to FY19 Self-Supported Municipal Improvement District (SSMID) Funds.

Resolution #21,161, approving and authorizing execution of an Agreement to Support Economic Development Program of Cedar Falls Community Main Street relative to an FY19 Economic Development Grant.

Resolution #21,162, approving and authorizing execution of an Agreement to Support Economic Development Program of Cedar Falls Community Main Street relative to FY19 Self-Supported Municipal Improvement District (SSMID) Funds.

Resolution #21,163, approving and authorizing execution of an Agreement for Banking Services with Farmers State Bank.

Resolution #21,164, approving and authorizing execution of an Agreement for Merchant Processing Services with Professional Solutions Financial Services.

Resolution #21,165, approving and authorizing execution of an Agreement for Purchase of Office Supplies and Copy Paper with Matt Parrott/Storey Kenworthy.

Resolution #21,166, approving and authorizing execution of an Agreement for Purchase of Uniforms with ServiceWear Apparel.

Resolution #21,167, approving and authorizing execution of an Agreement for Purchase of Janitorial Products with Martin Bros. Distributing Co., Inc.

Resolution #21,168, designating certain streets for operation of off-road utility vehicles for the duration of one year.

Resolution #21,169, approving and accepting the low bid of Feldman Concrete, in the amount of \$122,877.68, for the 2018 Public Sidewalk & Pedestrian Trail Improvement Project.

Resolution #21,170, approving and authorizing execution of a Contracted Education Proposal with Hartman Reserve Nature Center relative to providing public outreach and educational programs related to improving water quality and stormwater runoff.

Resolution #21,171, approving and authorizing execution of a Change of Work Order No. 2 to the contract with Peterson Contractors, Inc. relative to the 2018 Street Construction Project.

Resolution #21,172, approving a Central Business District Overlay Zoning District

site plan for facade improvements at 120 Main Street.

Resolution #21,173, approving and authorizing execution of a Professional Service Agreement for Grant Administration and Technical Services for Housing Projects with Iowa Northland Regional Council of Governments (INRCOG) relative to Community Development Block Grant (CDBG) Entitlement Funding.

Resolution #21,174, approving and authorizing execution of a Memorandum of Understanding with Iowa Northland Regional Council of Governments (INRCOG) relative to preparation of a Resource Enhancement and Protection (REAP) Grant Application for the Clay Street Park Water Quality Improvements Project.

Resolution #21,175, approving five occupancy permits prior to the acceptance of the public improvements in Arbors Third Addition.

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 #21,151 through #21,175 duly passed and adopted.

- 51946 - It was moved by Darrah and seconded by Miller that resolution #21,176, approving and authorizing execution of an Agreement to Support "Fulfilling the Vision" Campaign for Economic Vitality of the Greater Cedar Valley Alliance & Chamber relative to an FY19 Economic Development Grant, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Wieland, Green. Nay: None. Abstain: Darrah. Motion Carried. The Mayor then declared Resolution #21,176 duly passed and adopted.
- 51947 - It was moved by deBuhr and seconded by Green that the bills and payroll be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 51948 - It was moved by Darrah and seconded by Green to adjourn to Executive Session to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, following Public Forum. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion Carried.
- 51949 - Penny Popp, 4805 South Main Street, expressed appreciation for the new Eldorado Park sign and encouraged public attendance to future meetings regarding Greenhill Road and Main Street improvements.

City Administrator Gaines commented that funding sources for this project are listed

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in the Capital Improvements Program (CIP).

The City Council adjourned to Executive Session at 7:13 P.M.

Mayor Brown reconvened the Council Meeting at 7:52 P.M. and stated that Property Acquisition had been discussed but that no further action was required at this time.

51950 - It was moved by Darrah and seconded by Green that the meeting be adjourned at 7:53 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



MAYOR JIM BROWN

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

MEMORANDUM
Office of the Mayor

TO: City Council
FROM: Mayor Jim Brown
DATE: June 20, 2018
SUBJECT: Appointments/Reappointment

I am recommending the following appointments and reappointment:

Name:	Board/Commission:	Term Ending:
Michael Mangin	Board of Adjustment (fills vacancy)	03/31/2023
Seth Chadwick	Library Board of Trustees (reappointment)	06/30/2024
Glynis Worthington	Library Board of Trustees (replaces Lynn Blair-Broecker whose term expires 06/30/2018)	06/30/2024

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

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

Name: Michael A Mangin Gender: M Date: 12/28/2017
Home Address: 122 W 10th St Cedar Falls, IA 50613 Phone: (319)610-5393
Work Address: 1827 Ansborough Ave Waterloo, IA 50701 Phone: (319)287-8501
Email Address: MichaelAM@VeridianCU.org Cell: (319)610-5393
Employer: Veridian Credit Union Position/Occupation: Branch Manager
If Cedar Falls resident, length of residency: 10 Years Ward: 1st Ward

NOMINEE FOR THE FOLLOWING (check any that apply):

- Art & Culture Board [x] Board of Adjustment [] Board of Appeals [] Board of Electric Examiners & Appeals
[] Board of Mechanical Examiners & Appeals [] Board of Plumbing Examiners & Appeals
[x] Board of Rental Housing Appeals [] Civil Service Commission [] Community Center & Senior Services Board
[] Health Trust Fund Board [] Historic Preservation Commission [x] Housing Commission
[] Human Rights Commission [] Library Board of Trustees [] Parks & Recreation Commission
[] Planning & Zoning Commission [] Utilities Board of Trustees [] Visitors & Tourism Board

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

Cedar Valley Leadership Institute from October 2014 - May 2015 (I also maintain relationships established through this organization)

Consumer Credit Counseling Services of NE Iowa - January 2009 through December 2011 (Board President for 2010 and 2011)

Volunteer work done through the Volunteer Center of the Cedar Valley

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

N/A

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

As a life long resident of the Cedar Valley, I have called Cedar Falls home for the past ten years. I have a desire to see Cedar Falls continue to be a destination for new business and citizens, tourism, and education. I believe as an appointed member of any board, my commitment to making Cedar Falls as great as it can be will be utilized in all decision making necessary for the best of our community. I have over 10 years of managerial experience and making decisions which impact individuals, my organization and our community.

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

N/A

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

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City of Cedar Falls

BOARD OF ADJUSTMENT Nominee's Questionnaire

1. Are you familiar with the workings/responsibility of the Board of Adjustment?
Please explain.

The Board of Adjustment exists to review situations where the city of Cedar Falls zoning ordinance may restrict certain building requests. While this board is not able to approve everything, it is certainly a way to provide relief in unique situations where the regulation would prevent property improvement.

2. Are you familiar with the City Zoning Ordinance or what its general purpose is?
Please explain.

The City Zoning Ordinance is in place to help regulate the usage of property and determine what can be built upon it. This helps ensure our city maintains a separation between residential and commercial properties while also preserving the character of our neighborhoods.

3. Would you feel comfortable making judgments on another person's request to deviate from established City regulations and having to tell that person that they cannot do what they desire? Please explain.

Yes, as part of my current employment there are many times when requests are not granted for specific reasons. It is up to us to listen completely to the request and make the best judgement with the applicant, neighbor, and city's best interest in mind.

4. The Board normally meets on the first Monday of each month at 7:00 p.m. at City Hall. Are you generally available to attend those meetings?

Yes, I am available Monday evenings.

5. How do you see your role on the Board of Adjustment?

I see my role as an active participant in discussion after reviewing the requests in front of the board. I am curious by nature and intend to ask questions for clarification to ensure we as the

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board are able to work with the members of our community in the most positive manner possible. It is important to understand the request and make a decision that best supports our community.



Signature



Date

CITY OF CEDAR FALLS, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

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

Name: Seth W Chadwick Gender: M Date: 10/24/2016
First MI Last

Home Address: 1410 Clay St, Cedar Falls, IA 50613 Phone: 713-825-4589

Work Address: 6725 Cedar Heights Dr, Waterloo, IA 50703 Phone: 319-292-4765

Email Address: seth.chadwick@gmail.com Cell: 713-825-4589

Employer: John Deere Position/Occupation: Cost Management Specialist

If Cedar Falls resident, length of residency: 5 years Ward: 1

NOMINEE FOR: Library Board of Trustees

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

- Junior Achievement Volunteer - 2012, 2013, 2016
- Volunteering at the Iowa Food Bank - 2012, 2016
- Employee Recognition Team Lead (John Deere) - 2014 to current

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

- Masters of Business Administration (University of Northern Iowa, 2014)
- BS Mechanical Engineering (Purdue University, 2011)
- As a Manufacturing Engineer at John Deere (previous job position) responsible for capital investment projects over \$500k; current role in Supply Management Strategic Sourcing I work with pricing agreements, contract negotiation, quote evaluation, and cost reduction ideation for a global supply chain.
- College recruiting at Purdue University, training new employees, leading process improvements, and project management

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

As an avid reader and library patron, the continued success of the Cedar Falls Library is of vital importance to me. I think my education and experience in engineering and business give me the tools to help the library board make good investments in its facilities, staff, and the community to ensure its long term growth, prosperity, and role in the lives of the residents of Cedar Falls.

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

I am not aware of any current or potential conflicts of interest.

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

City of Cedar Falls

CEDAR FALLS LIBRARY BOARD OF TRUSTEES Nominee's Questionnaire

1. Why would you like to serve on the Cedar Falls Library Board?

I would like to serve on the Cedar Falls Library Board because as an enthusiastic reader and lifelong learner, I feel a connection to the library and its mission. Additionally, with my background in engineering, business, and economics, as well as experience in project management and event coordination, I think I offer a broad skill set that can make a positive impact on the Library and along with it, the City of Cedar Falls.

2. What are your views on the importance of a library in a community?

Since the mission of the Library is to promote literacy and facilitate lifelong learning, the Library plays a very important role in the community. A library provides access to knowledge to all the members of the community to keep them informed and engaged so they can be better citizens and live fuller, more productive, and happier lives.

3. The Cedar Falls Library is owned by the City of Cedar Falls. What are your views on the role of the Library Trustees keeping the City informed and involved in Library operations?

As the Library is owned by the City, and therefore the residents of Cedar Falls, it is the Library Trustees responsibility to keep the City informed of and involved in the Library's operation to ensure that services are aligned with the need of the community and that resources are used effectively.

4. Library Trustees have full operational and fiduciary responsibility managing the Library. What experience do you have in the areas of personnel management, financial operations, litigation, business operation, and risk management?

In addition to my MBA, I also have experience applying these skills in my career at John Deere.

- Personnel Management - Training employees (production and salary), college recruiting, departmental goal setting
- Financial Operations - Minor in economics, financial and cost analyses are part of my daily job responsibilities
- Litigation - in my role in strategic sourcing I work with suppliers to help negotiate pricing, contracts, and long term engagements that abide by legal standards to minimize litigation risk

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- Business Operation - As a manufacturing engineer, I supported daily production operations. In my strategic sourcing position, I ensure correct pricing, adherence to contractual agreements, and creating department policies.
- Risk Management - I work with strategic buyers to identify high risk suppliers and develop contingency plans for alternate supply. I also manage risk through sensitivity analysis of projects to evaluate viability over a range of possible conditions

5. What are your views on customer service?

Since the Library exists to serve the residents of Cedar Falls, customer service is a key requirement of the successful operation of the Library. The Library is able to exceed its goal to facilitate lifelong learning by providing fantastic customer service, such as storytime for children, summer camps for students, book clubs for all ages.

6. Do you believe that all Library should be offered free of charge or should there be reasonable fees for select programs and services that extend beyond basic Library offerings?

Library services are a public good, and I think they should be offered free of charge, such as youth programs and summer camps. I do think it is reasonable to charge a small fee to businesses for room rentals if they hold events or meetings at the library.

7. What role do you feel a Trustee and Library Director should play fund raising to support Library operations?

I think Trustee and Director fund raising should supplement City funds for capital expenditures (e.g. - facility renovations, building expansions) but should not be required for day to day operation and regular maintenance.

8. What role do you believe federal and state grants play in the operation of a Library?

State grants through the Enrich Iowa Program and federal grants through the Library Services and Technology Act should be used to expand service and support statewide initiatives, but not be relied upon for day to day operations, as the state program is only partially funded and both programs are subject to changing political priorities at the state and federal level.

9. Do you have a view regarding the sharing of services with the Waterloo Library, including a Library Director?

I think sharing a director is perfectly acceptable, as the two libraries serve the Cedar Falls and Waterloo areas, and sharing services, materials, and a director can be a way to efficiently use resources and provide a greater benefit to both communities in the process.

10. Should the Library operate under the same personnel and financial policies as the City and should services between the City and Library be coordinated? (examples include: building maintenance, ground maintenance, telephone services, computer operations and janitorial services)

As a department of the City, the Library should operate under the same personnel and financial policies as the City where applicable. With regard to coordinating services with the City, if sharing services leads to lower operating expenses and improved customer service for Library patrons, then the Library should absolutely coordinate services

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Seth W Chadwick

Signature

10/29/16

Date

CITY OF CEDAR FALLS, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

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

Name: Glynis R. Worthington__ Gender: __F__ Date: __November 26, 2017__
Home Address: __821 Grove Street, Cedar Falls, IA 50613__ Phone: 319-830-3552
Work Address: __same__ Phone: __same__
Email Address: __glynis.worthington@gmail.com__ Cell: __319-830-3552__
Employer: __self__ Position/Occupation: __Homemaker/Community Volunteer__
If Cedar Falls resident, length of residency: __1 year__ Ward: __1__

NOMINEE FOR: Library Board/Commission

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

CoChair, Bear Creek Range; Board of Directors, Poweshiek County Sportsmen’s Association (PCSA);
Weightroom Supervisor, BGM Schools; Co-Chair, BGM Trap Dinner Fundraiser; Grant Writer; Chairman,
Junior League Charity Ball; Board Member, Waterhawks.

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

I am a quick learner and strategic thinker. My skills center on Marketing. I have written several successful grant requests for capital/construction projects and for programming.

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

The Library has been a critical part of my family’s life for over 20 years. I would like the opportunity to “give back” to the community by serving on the Library Board. I am good at finding funding for projects, organizing people, and making things happen.

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

None.

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

Item E.1.a.

CEDAR FALLS LIBRARY BOARD OF TRUSTEES Nominee's Questionnaire

1. Why would you like to serve on the Cedar Falls Library Board?

Frequent visits to the library have been a very important to the upbringing of my very active and inquisitive family. In that time, I've attended hundreds of library events targeted to infants all the way to seniors. I'd like to serve on the Library Board to "give back" and invest in the future of the Cedar Falls Library, a wonderful community resource.

2. What are your views on the importance of a library in a community?

A public library is a critical community resource. In addition to living in the Cedar Valley for over 25 years, I've spent time in two smaller Iowa communities. In Hudson, the Library was a constant source of activities for all ages, reading was of great interest and the checkout desk was always busy. Music and literature were both enjoyed there, as well as a good cup of coffee. There was always a spark of creativity in the air. Conversely, the library in Brooklyn (likely with the same financial resources) was always quiet and had very little activity. It primarily served as an internet location for a small community of users.

A good community library provides both types of resources. Activities invoking thought and activity within the community, as well as technical resources and skills that provide citizens a connection with the rest of the world. The challenge is to provide this range of services that encourage literacy, cultivate social fabric and provide knowledge and instruction via traditional printed resources and new technologies. A library has the opportunity to provide the community with resources that make the community a better place to live.

3. The Cedar Falls Library is owned by the City of Cedar Falls. What are your views on the role of the Library Trustees keeping the City informed and involved in Library operations?

If it is the responsibility of the Library Trustees to keep the city informed and involved in Library operations I would expect them to do so. Simultaneously, I would expect Library employees with operations responsibilities to do their jobs and keep in contact with proper maintenance personnel to maintain the building. Minutes of Library Trustee Meetings provide a record of Trustee actions. Other communications should be undertaken as needed

4. Library Trustees have full operational and fiduciary responsibility managing the Library. What experience do you have in the areas of personnel management, financial operations, litigation, business operation, and risk management?

My expertise lies primarily in marketing. Most recently, I assisted my daughter as she raised \$ 135,000 in donations and constructed PCSA Bear Creek Range, a 2 field ATA certified trapshooting facility with clubhouse and restrooms. I have experience and interest in building maintenance and construction, having managed home construction and remodeling projects. I have extensive business training with a Wharton MBA. My personnel management skills are reflected in the raising of four very accomplished young adults. I am

a quick learner and evaluative, and will ask questions as needed to understand new situations and make decisions with the best interest of the Cedar Falls community in mind.

5. What are your views on customer service?

Customer service is important. Today's world is complex, and frequently changes. With this in mind, it is most important for those responsible for customer service to be well trained, especially in established practices, policies and procedures. Additionally, those involved in customer service need to have an interest and be committed to helping customers find answers to their questions.

Most importantly, if a customer service person does not immediately have an answer to a customer's question, it is important that he/she know what to do next to figure out the answer. Asking a supervisor, taking the customer's information and calling them back or referring them to another resource, or other procedures should be common practice when the question has not yet been answered.

Also I believe any phone that rings at a business or city office should be picked up in no more than 2 rings. It should be answered promptly and professionally.

6. Do you believe that all Library should be offered free of charge or should there be reasonable fees for select programs and services that extend beyond basic Library offerings?

The Library has limited resources. These resources should be used to best serve the community. Reasonable fees for select programs and services are a way that the library can expand its programs beyond what it might otherwise be able to afford, which could help the library have a positive impact on more people. Financial assistance for those not able to afford it should also be evaluated and made available if possible.

7. What role do you feel a Trustee and Library Director should play fund raising to support Library operations?

If it is a part of the job description, the Library Director should play a significant role in fundraising for the Library. Same goes for the Trustee. If it is not a part of the job description I would expect these people to provide their time and talent in support of the library to the degree of which they are able. Most likely the Trustees could assist positively in strategic planning for fundraising. It is in the interest of the Trustees and library staff to keep abreast of trends in community needs and service avenues, as well as federal, state and local funding opportunities. They can also learn from other libraries and professional resources about what is happening in the library field.

8. What role do you believe federal and state grants play in the operation of a Library?

Federal and state grants can play a great part in the operation of the Library. Grants are made available to enhance communities. Those communities that work to receive grants have the ability to expand their offerings and better their community. The key is to work to identify grant opportunities and match these with library programs that meet the grant program parameters – a win/win situation for both entities.

Item E.1.a.

9. Do you have a view regarding the sharing of services with the Waterloo Library, including a Library Director?

The sharing of services among communities should always be considered. If sharing is a viable conclusion after a review of the advantages/disadvantages of sharing resources has been completed, it should be pursued. As far as I am aware, the prior sharing of the Library Director position worked well.

Rotation of resources between communities could also be beneficial. All synergies possible should be used to maximize the services offered to our communities in the most efficient way possible. Not just between Waterloo and Cedar Falls, but perhaps across communities across the Cedar Valley as well. Partnerships in some areas with Cedar Rapids could also be considered.

10. Should the Library operate under the same personnel and financial policies as the City and should services between the City and Library be coordinated? (examples include: building maintenance, ground maintenance, telephone services, computer operations and janitorial services)

Again, using the same or different polices and services should be evaluated. I'd need more information to answer this question responsibly. It is likely that common practices are reasonable and as long as using these processes properly maintains the Library and its assets this could be a good approach. Additionally, city resources must provide services at the levels promised. If the agreed upon standards are not maintained or problems arise, agreements should be re-evaluated and perhaps reconsidered.



Signature



Date

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

June 18, 2018

The Committee of the Whole met in the Council Chambers at 5:55 p.m. on June 18, 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, Cary Darrah, Bob Smith, Jr., Lisa Skubal, and Casey Grimsman all with Greater Cedar Valley Alliance, Michael Mangin, Seth Chadwick, Glynis Worthington and other members of the community attended.

Mayor Brown called the meeting to order and introduced the first item on the agenda of Board of Adjustment Interview – Michael Mangin. Michael Mangin introduced himself and stated he is a lifelong resident of Cedar Falls. A brief discussion was held.

Mayor Brown introduced the second item on the agenda Library Board of Trustee Interview – Seth Chadwick. Seth Chadwick gave the committee a brief history of himself. He stated he finished out a previous 1-year term as a Library Board Trustee. A brief discussion was held.

Mayor Brown introduced the third item on the agenda Library Board of Trustee Interview – Glynis Worthington. Glynis Washington stated she is a 26 year resident of Cedar Falls. She believes the Library is a great asset to the community. A brief discussion was held.

Mayor Brown introduced the forth item on the agenda, Great Cedar Valley Alliance Update. Bob Smith, Jr. Chair of Greater Cedar Valley Alliance thanked the council and city for their support. He stated Cary Darrah will be the Acting Chief Executive Officer. He introduced Lisa Skubal, Vice President of Economic Development. Ms. Skubal updated the council on existing and external projects from this past year. She stated they are participating in various trade shows. She explained Casey Grimsman completed the Industries Inside report and The Talent report; both these reports show what is on the minds of the industries in the area. She reviewed the Talent Connect workforce development initiatives. Ms. Skubal informed the council of the promotion of Cassie Grimsman in July to the Director of Talent Solutions. Cary Darrah explained the three priorities that came out of some focus groups held this past March and April; business recruitment and expansion, business attraction and talent recruitment and attraction. Committee members held a brief discussion.

The mayor introduced the fifth item on the agenda Review of 2018 Bond Sale Bids. Jennifer Rodenbeck stated John Burmeister from Public Financial Management will review the bids received. She explained at tonight's council meeting we will receive and file the winning bid. Mr. Burmeister stated eight bids were received. He explained the low bid was received from Fifth Third Securities with a true interest rate of 2.5656%. He said the award received more bond proceeds than necessary, so tonight you will approve a par amount of \$5,940,000. Mr. Burmeister stated Moody's confirmed the Aa1 rating and had some very good comments in the credit opinion report.

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Mayor Brown introduced the final item on the agenda bills and payroll. Daryl Kruse moved to approve the bills as presented and Dave Wieland seconded the motion.

There being no further discussion Mayor Brown adjourned the meeting at 6:23 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

CITY COUNCIL WORK SESSION

Cedar Falls Hearst Center

June 11, 2018

The City Council held a special work session in the Cedar Falls Hearst Center at 5:03 p.m. on June 11, 2018, with the following persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Mark Miller, Rob Green, and Daryl Kruse. Staff members attended from all City Departments.

Mayor Brown called the meeting to order and asked Jeff Olson Public Safety Services Director/Police Chief to update the council on a house fire which happened earlier in the day. Chief Olson gave an update.

Mayor Brown then introduced the only item on the agenda, Discussion of Strategic Plan and Other Plans/Policies. Stephanie Houk Sheetz, Director of Community Development stated the primary plans City staff will use are the Comprehensive Plan and zoning, subdivision and other ordinances. She explained how the Future Land Use Map from 2012, was developed and that it is a basis with zoning decisions. Recommendations of the Comprehensive Plan are used in staff recommendations for City Council goal setting. She went on to explain the secondary plans used, which includes a list of 12 plans or studies. Ms. Sheetz stated the zoning ordinance is planned to be reviewed and updated in FY18 and the Comprehensive Plan is planned to be updated FY21-22. She stated staff recommends council to choose more specific areas or elements of the Comprehensive Plan for in depth study and then follow with replacing the land use map and implement zoning or other ordinance changes.

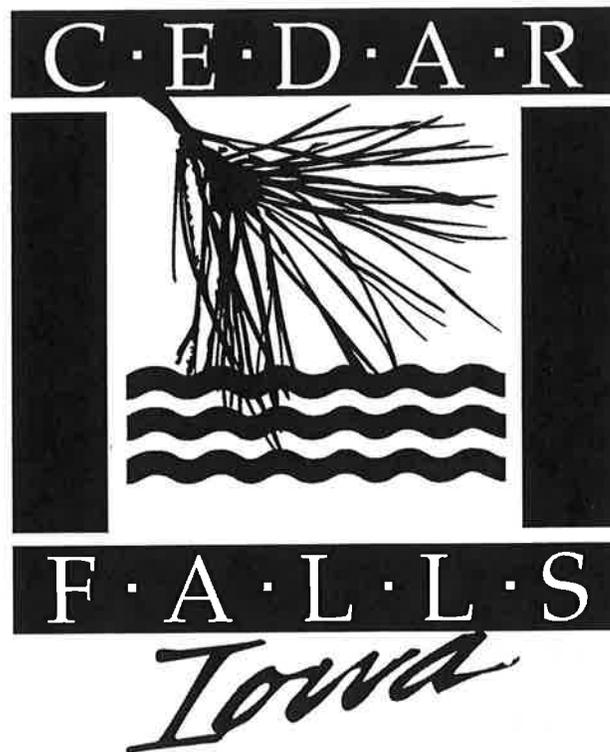
Mayor Brown opened it up for discussion. Council commented to review the Comprehensive Plan to see where we are with regards to the implementation schedule list of items; where have our priorities and goals have moved items. Ron Gaines, City Administrator stated there are only three elected officials who were around in 2012 when the Comprehensive Plan was adopted. He explained that all other documents were looked at when the Comprehensive Plan was made. There was Council discussion on form based zoning. Ms. Sheetz stated Iowa City has some areas of form based zoning. Karen Howard, Planning and Community Services Manager explained form based zoning; it starts with a visioning plan and then we would create the zoning code from that. The idea is to decide on the form and scale of the buildings and how they fit on the site, you then look at the character and design of the buildings and a regulation plan can be made (form-based code). She explained this can be done by street or in a multiple block area. She explained we can put as much detail in the zoning code as we want with regards to elements like articulating the façade or other requirements for the character of the buildings. Mr. Gaines gathered from the discussion, council would like to have a form based zoning presentation to discuss the pros and cons of the idea and review what other communities have done with regards to this type of zoning.

There being no further discussion, Rob Green motioned to adjourn and Susan deBuhr seconded the motion. The motion carried unanimously. Mayor Brown adjourned the meeting at 7:05 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



May 2018

Item E.1.d.

**MAY 2018 MONTHLY REPORTS
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**FINANCIAL SERVICES
May 2018**

Financial Reports

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

Cash Management

Property tax related revenues received to date in FY18 are monitored monthly. The daily cash balances and budget to actual revenues and expenditures for all funds for FY18 were monitored during the month. The revenue and expenditure activity for the Capital Projects Fund were also monitored during the month.

Treasury

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$101,899,500 invested in CD's and \$9,100,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	2	\$8,000,000.00
CD's Purchased	3	\$12,000,000.00
PFMM Deposit	0	0.00
PFMM Withdrawal	1	\$2,000,000.00
CD/Investment Interest		\$109,999.11

FY18 Budget

It was determined that an amendment was necessary to the FY18 budget. The public hearing was held on May 7th. The FY2018 budget amendment was approved by the City Council and the required state budget forms were filed with the Black Hawk County and Department of Management by the May 31st deadline.

FY19 Financial Reports

Work began on the FY19 Cash Management Report. It will be presented to Council in June.

Cedar Falls Health Trust Fund Board

The Cedar Falls Health Trust Fund Board met in May to review projected interest income and the amount available for distribution in FY20. The Board will meet again in July to finalize the amount of FY20 funding available.

Item E.1.d.

Federal Grant Programs

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

Miscellaneous Financial Activities

1. We continued to monitor the grant accounts for all departments to ensure that expenditures do not exceed revenues for each grant.
2. The Special Assessment Receivables were updated.
3. The semi-monthly sales tax reports were filed in a timely manner.
4. All payroll reports were filed as required by the various oversight units, such as the IRS, Social Security Administration, IPERS and the State of Iowa. For May, 62 payroll checks and 710 direct deposits were processed.
5. Capital asset additions were monitored during the month.
6. Accounts receivable were processed and 178 invoices were mailed out to customers.
7. 1,749 transactions for accounts payable were processed and approved by the City Council for payment and 585 checks were mailed out to vendors.
8. Continued to provide bookkeeping support to the Cedar Falls Community Foundation.
9. Continued to provide bookkeeping support to Sturgis Falls.
10. The FY19 Fee Schedule was presented to Council in May for approval.
11. Staff continues to work on recordkeeping of flood related to the 2016 Flood event which started September 21, 2016.
12. Staff solicited banking services and merchant card processing services bids and held interviews with the top two financial institutions in May. Based on the comparison results city staff agreed to remain to Farmers State Bank for banking services and switch merchant card processors to Professional Solutions Financial Services. Both contract agreements will be approved by Council in June.

Benefits & Compensation Activities

1. Staff finalized FY19 health plan renewal documents with Wellmark. City Council is expected to approve Wellmark's Administrative Services Agreement and Stop Loss Policy in June after both are received late May.
2. Staff prepared information to distribute early June to employees eligible for the City's group health plan, covered retirees, and COBRA enrollees regarding FY19 health rates, open enrollment, new ID cards, and updated Summary of Benefits and Coverage (SBC) handouts.

3. Based on dental plan survey results, staff distributed dental enrollment forms to all full-time employees to enroll or waive coverage. Over 30% (the targeted percentage for a FY20 rate cap) of full-time employees enrolled, allowing the City to implement dental coverage for July 2018. Staff assisted employees with enrollment related questions and tracked the return of forms and received a Group Insurance policy to process with City Council in June with the other above Wellmark items.
4. Long-term disability (LTD) and life/AD&D group insurance renewal materials, along with LTD amendment materials were received and finalized for June Council processing.
5. Wellness challenge #6, Hit Your Stride, began May 7 and will end June 20. The Wellness Committee met May 22 to review recent survey results and determine FY19 programming, rewards, and budget. Similar to last year, a memo will be prepared for City Directors to outline FY19 plans and rewards.
6. Medical leaves and return-to-work releases continued to be coordinated with employees, their providers, and Arrowhead Medical Center.

Civil Service Commission & Employment Related Activities

1. Follow-up and preparations took place for the April 25, May 16, and June 20 Commission meetings.
2. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification processing took place for the following FT positions: Accountant, Building Inspector, Civil Engineer, Fire Captain certified list appeal, Maintenance Worker, Public Safety Officer; PT positions: Administrative Assistant, CSO, Finance Clerk, Laborer, Production Assistant, Transfer Station Laborer, and seasonal positions in the Community Development and Municipal Operations & Programs Departments

Miscellaneous Personnel Activities

1. Staff attended the spring Iowa Public Employers Labor Relations Association (IaPelra) meeting in Marion.
2. Employee Appeals related to the Pay Plan Study were completed.
3. Contracts with the consultant for the next steps in the Pay Plan Study are expected to be approved by Council in June. These next steps include reviewing all job classifications covered under the study and to review the current evaluation tool being used for the annual performance reviews.

Item E.1.d.

Finance and Business Operations Information Systems Division Monthly Report May 2018

Software Purchase/Installation/Upgrade Activities

- Software purchases:
 - A group of 5 Net Motion VPN licenses were purchased for Public Safety Services. Car 12 needed the first license when it joins the fleet in late May.
- Software installations included:
 - VideoCopier PW Color was installed to 2 PCs at Public Works
 - Sophos Cloud was configured and deployed to 4 PC's and 1 tablet for evaluation.
 - AutoTurn software was moved from the Engineering surveyor PC to a Civil Engineer PC.
 - The Happy software server was upgraded from Windows Server 2012 to Windows Server 2012 R2, for a pending software upgrade.
 - VLC media player was installed on the Tourism intern PC.
- Software upgrades included:
 - Group Policy was updated on PC's in Sec8 enforcing screen saver and screen lock protection as required for security purposes.
 - MACH Software on Public Safety MDC's was updated to version 6.1.4
 - OptiSpool software was updated on Three PC's in FBO Finance

Equipment Purchase/Installation/Upgrade Activities

- Equipment purchases included:
 - A webcam was purchased and installed for 1 computer at Hearst Center for regular meetings.
 - A new PA Amplifier was purchased for Public Work replacement.
 - One Open Mesh Wireless AP was purchased for Fire #1
 - A voice recorder was ordered for the Fire Chief.
- Equipment installations included:
 - Covert camera was configured and installed as requested by Public Safety/Parks
 - One new ProDesk PC with Windows 10 was installed in Public Safety
 - One new ProDesk PC was installed in information systems
 - One MiniPC and Touch Display were configured and setup in the Hearst Gallery for a show.
 - One display in FBO Finance was replaced with new from inventory

- Falls office PC failed and was disposed then was replaced with PC from inventory
- One failed IP Phone at Falls Aquatics was replaced with another from inventory
- The Hearst education coordinator was setup with a PC which had previously been in storage, down at the Hearst Center.
- A FOG server was configured in order to image the newly purchased HP PC's.
- A laptop was setup, in the Water Reclamation breakroom, for a light duty employee to use.
- Equipment Upgrades
 - One Zpad tablet from inventory was wiped and configured for a user in Inspection Services

Project and Assistance Activities

- New Cable TV Production Truck:
 - Took possession of new Cable TV Production Truck, built by Gerling & Associates in Sunbury, Ohio
 - Worked to finish the interior of the Cable TV Production, including installation of cables and equipment.
 - Installed new video monitors
 - Installed video and audio cables in floors and walls
 - Installed equipment
 - Installed hooks for cables
 - Worked with Cedar Falls Utilities on plans to rebuild conduit, fiber, video and audio cables at Cedar Falls Baseball Diamond.
- Digital signage implementation
 - Rise Vision Digital Signage 1 year subscription was purchased for FBO at City Hall and Visitor Center.
 - Downloader Ultimate was installed to Two PC's at Rec for downloading videos for Digital Signage
 - MaxGalaxy Digital Signage was installed to a PC at Rec Center
 - One Zotac miniPC was reloaded for Digital Signage, wiping old configurations and Linux used for testing prior to moving forward with Rise Vision Digital Signage.
- Phone System Upgrade
 - Further discussions with Access Systems on the phone lines and existing contract.
 - Met with CFU staff to discuss their implementation to the Mitel phone system
 - Researched RFP needs.

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- Graphic design projects for the month included:
 - Hearst Center: guitar concert poster and program, family fun ad, exhibit vinyl, Adams Family logo, exhibit poster, café postcard, annual meeting postcard and miscellaneous printing
 - Tourism: authors festival programs, truck graphic edits, events and places pitch sheets, updated pitch sheet for ad, group itinerary, newsletter edits and miscellaneous training
 - Other: Website ADA updates and general maintenance, business cards, misc printing, Rec Center fitness materials and schedules, memorial cards for Public Safety, summer reading program materials, no parking signs, one sided pick up postcards, cop card graphics, Rec center class poster, 30th anniversary hunt sheet, website training, Currents prep, policy binders, misc printing, cable TV graphics
- Assistance Activities:
 - A base image was created for the new ProDesk 600 G3 PC's. Tested imaging backup and restore using Free Open Ghost (FOG) software.
 - New PA Amplifier was installed at Public Works. Ceiling mounted projectors were switched around putting the better picture projector where it is used more often.
 - Equipment at Station 3 was removed and placed into storage while the building is under construction for the new Public Safety building.
 - 11 Credit Card Terminals were updated with new Security Updates and Password Protected refund restrictions.
 - Falls Aquatics was setup in Admissions and Concessions with Computers, Point of Sale, Printers, Phones, etc.
 - Data cable was extended between Bluff Street switch and Bluff Street Fuel Rack for use with Cable TV access / Vehicle storage
 - Equipment, Data, Fiber was moved between Rack Mounts in City Hall Server Room
 - Assisted Cable TV division with setting up their new Production Van, Installing hardware and mounting TV's
 - We continue to monitor the SPAM filter, tagging and retrieving messages as needed to reduce the quantity of unwanted email received.
 - We continue to provide support for the City's FTP server, adding folders and managing security as necessary.
 - Files and folders were restored from backup as requested by users.
 - We continue to provide support for the City's automated door lock systems, adding, deleting and changing user access as needed.
 - Laptops and projectors were provided and setup for those needing them for meetings and travel.
 - Users were added and removed from the network and employee intranet as required for hires and terminations.
 - We continue to provide support for the digital video systems in the patrol cars, body cameras, city facilities, College Hill, Parkade, and covert operations as requested.
 - We continue to provide support for the City's web site. News items were posted to the home page. Job openings, cable TV schedules, digital bro-

chures, calendar items, bid opportunities, meeting agendas and minutes were posted as requested. Incoming requests to the request tracker system was monitored and forwarded to the appropriate department as necessary.

- We continue to provide support for the document imaging system, adding categories as requested, maintaining user accounts, maintaining appropriate security and providing backup and redundancy.
- We continue to provide support for the City's telephone system, adding and modifying services as requested

Problem Resolution Activities

- The Rec Center fit gym PC was locked down so no software could be installed.
- A Firehouse Software support employee assisted us with getting mobile commercial inspections to sync properly between the building and iPads.
- The HDMI cable, plugged into the HDMI 1 port on the TV behind the Mayor, was moved to the HDMI 2 port due to communication failure on port 1.
- Our TraCS support representative assisted us with resolving connectivity and login issues on both the Public Safety Squad car MDC's and the building PC's.
- Failed switch was removed from 4th/Main resolving camera connectivity at that intersection.
- Public Works cameras were power cycled resolving connectivity issues
- CenTracs software issues were resolved on Traffic Ops laptop after migrating data files between user profiles
- City Wireless was updated with a separate connection for better WiFi connection at City Hall south end of the building
- Drivers License scanner was reinstalled to a PC in Public Safety resolving scan and connection issues

Equipment Repair Activities

- Zebra Label printer in Public Safety was serviced. Rollers were cleaned and ribbons replaced
- One Camera at Hearst center was repaired and reconnected to power resolving video loss.
- A video system touchscreen in a Public Safety squad car was replaced under warranty.
- A Verizon card was reseated in a Public Safety squad car after a SIM card failure.
- A Public Safety squad car DVR was replaced under warranty.

Channel 15 Programming Activities

Televised live programs from City Hall:

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

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

Regular production included:

- Produced 4 Currents shows
 - College Hill Arts Festival
 - Sturgis Falls
 - Cedar Basin Music Festival
 - Pedal Fest
- Produced 1 Veterans of the Cedar Valley Show
 - Columbus Senior trip to World War II sites
- Produced 2 Hotline shows
 - Trivia Championship
 - Cedar Falls construction/Western Home project
- Produced 12 Gallagher Bluedorn Season preview segments
- Produced 2 Sturgis Falls commercials
- Produced 1 Sturgis Falls Run commercial
- Recorded the Mayor's Volunteer Awards
- Recorded the Mayor's Top Teen Awards
- Recorded the Cedar Falls Honors and Awards Ceremony
- Recorded Cedar Valley Tourism Awards
- Recorded the McElroy Gold Star Teacher Awards
- Produced 1 CF Softball game
 - CF vs. Fort Dodge
- Produced 4 City News shows
- Produced 2 Arts Overlook shows
- Aired 4 new Panther Sports Talk shows
- Continued production on "State Champs: CF Basketball 2018" documentary
- Continued production on "Cedar Falls Fire Rescue: 150 Years" documentary
- Shot & Edited documentary on Daniel Wild, an early potter of Cedar Falls, in conjunction with the Cedar Falls Historic Preservation Commission.

City News

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

- Cedar Falls Farmers Market
- Flood Levee Update
- Road Construction Update
- Arbor Day Tree Planting at Clay Street Park
- Business & Industry Awards recap
- Recreation Center Pound Class
- Cedar Falls Public Safety Gator
- Cedar Falls Public Safety Awards
- Cedar Falls Downtown Car Show and Shine

- CMS Building Relocation from Millrace to 4th Street
- May is National Bike Month: Ride to School: Ride to Work
- Falls Aquatic Center opening soon
- Historic Preservation and CMS downtown scavenger hunt
- Falls Aquatic Center open for season
- Gold Star Teacher Awards recap
- Seasonal Compost facility

Geographical Information Systems (GIS)

- Projects:
 - Received and reviewed preliminary orthophotos from Kucera to verify coverage of flight area and targeting
 - Submitted all address changes to the US Census Bureau for participation in the 2020 local update of addressing
 - Setup new laser range finder to integrate with existing GPS equipment
 - Provided technical comments for 3 plats going to tech review
 - Met with Fire Dept staff to discuss data collection for digitizing pre-plan documents
 - Updated all maps on website and created new pages for the GIS division
- Web & Database:
 - Added new fields to Address points for subdivisions, zoning, ward, etc
 - Updated industrial park layers to reflect new development
 - Setup public facing web application
 - Updated storm water web app to reflect user requested changes
 - Created new layer showing sidewalk infill areas in L/M income tracts
 - Converted CAD drawings for P/Z & Council exhibits
 - Reviewed and assigned 13 new addresses for upcoming projects
 - Updated rental information from Firehouse into SQL
 - Updated building permits from LAMA into SQL
- Field work:
 - Collected 122 survey-grade GPS positions on sanitary and storm sewer infrastructure
- Maps:
 - Added new map disclaimer to all city-wide maps for the web
 - Provided a map with water utilities for Northern CF
 - Created map of college hill parking
 - Provided a map for Community Main Street for up-coming streetscape fund raising project
 - Provided map of Western Home roads for an ATV ordinance
 - Provided an updated map of subdivisions in varying stages of development
 - Provided a map with new parking configuration for S Main St trail
 - Provided a map showing up-coming Center St trail project
 - Provided a map with water utilities in the NW corner of CF

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- Provided a map showing the new petanque court for a Currents article
- Provided a map showing catch basin cleanings for Public Works
- Provided a map for Greenhill Rd traffic study mailing
- Provided a map showing where existing Chamber building will be relocated
- Provided maps for new addresses issued:
 - Holiday Inn at Gateway Business Park
 - College Square outlot changes
 - Lot 2 Prairie West 7th

Training and Staff Activities

- An AutoCAD webinar was attended which highlighted benefits for upgrading to Civil 3D 2019
- A large department staff meeting was attended
- Training was given to FBO staff on maintaining the FBO Digital Sign using Rise Vision.
- Webinar was attended for MaxGalaxy – Virtual User Summit 2018
- Meeting was attended regarding Website updates and 508 Refresh
- Cisco IOS and CCNA training was reviewed in configuring and maintaining Cisco equipment.
- Attended webinar on setting up laser range finder with GPS.
- Provided a demonstration on using the laser range finder with GPS to CFU staff.
- Provided web site content spring cleaning and accessibility training to staff responsible for updating our websites.
- Attended webinar for new meeting and agenda management software
- Attended pre-implementation meetings with Happy Software about the upcoming Happy Upgrade.

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

REPORT FROM SWISHER & COHRT – BETH HANSEN, ROBERT BEMBRIDGE:

1. **Traffic Court:**

City Cases Filed: 145 (this number includes both City and State tickets)

Cases Set: 8

Trials Held: 0

2. **Code Enforcement:** Meetings and phone calls re: removal and impoundment of motorcycles from DeKock property on Iowa Street.

3. **Miscellaneous:** Attention to civil service commission appeal.

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

4. **PERSONNEL/HUMAN RESOURCES:**

- a) Consult with City staff on personnel and disciplinary matters; review and revise proposed discipline; review and advise on disciplinary investigations
- b) Attend weekly Human Resource Meetings
- c) Work on Personnel Policy revisions
- d) Advise on various Civil Service Commission matters
- e) Attention to Conflict of Interest Forms
- f) Draft Mobile Device Policy
- g) Advise on employee grievance procedures

5. **RISK MANAGEMENT/CLAIMS:**

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

Item E.1.d.

6. **CONTRACTS/AGREEMENTS:**
 - a) Review, Advise & Drafting-28E Mutual Aid Agreement
 - b) Review & Advise—River Place Easement Agreements
 - c) Review & Advise—Silverstone Group Agreement
 - d) Review & Advise—Carlson, Dettman consulting agreement
 - e) Review & Advise—Eide & Bailey consulting agreement
 - f) Review and Drafting—Unite Private Networks right-of-way management agreement

7. **MAYOR/CITY COUNCIL:**
 - a) Prepare for and Attend Meetings of City Council and Committee of the Whole; Meetings with Mayor Brown
 - b) Advise on City Council procedural issues
 - c) Work on potential City Council Rule changes
 - d) Draft Street Designation Resolution

9. **MISCELLANEOUS:**
 - a) Attend Weekly Department Meetings
 - b) Professional Reading-municipal and employment law resources
 - c) Advise on new Iowa appellate court cases of interest to the City
 - d) Advise on Open Records requests
 - e) Attention to disabled persons parking signs
 - f) Attention to rental paving dispute
 - g) Advise on dispute involving use of property zoned as A-1
 - h) Attention to property acquisitions—West 1st Street
 - i) Attention to farm field access dispute
 - j) Advise on disposal of seized weapons issue

REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:

10. **Risk Management/ Workers' Compensation/ Property/Liability Claims:**
 - a) The Risk Management Committee met May 16, 2018. Department Directors, City Attorney, and insurance representatives were in attendance. Workers' Compensation injuries, liability claims, damage to City property, policies, and disciplines were reviewed.
 - b) Worked with legal counsel on investigation and documentation for various litigated workers' compensation, property, and liability claims.
 - c) Review and edit contracts and certificates of insurance for insurance requirements; working legal counsel and conferring with Arthur J. Gallagher and contractor's agents.
 - d) Continue to work with insurance agent and underwriter for Public Entity Insurance renewal
 - e) Processing Builder's Risk Insurance for Public Safety Building

- f) Worked with Alternative Service Concepts in processing claims: worker's compensation, liability, property damage, etc.
- g) Review trails and parks rental agreements and insurance for special events

11. **Personnel**

- a) Work with departments and legal counsel on disciplinary matters
- b) Work with departments and legal counsel on various personnel issues
- c) Process medical billing for pre-employment and post-employment matters
- d) Process unemployment claims
- e) Work with medical facilities – submission of documents to 411 board
- f) Review of NFPA 1582 Standards – Firefighter Annual Physical

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

- a) Annual Retreat held May 15, 2018. Attendees included Commissioners, City Council member, and a local Legislator. Provided staff support.
- b) Four current active cases; working with ICRC toward completion of claim. Work with citizens submissions to ICRC.
- c) Work with ICRC to review cross-filed claims
- d) Process complaints, provide support to citizen's jurisdictional questions, and provide staff support to Commissioners
- e) Participation in Economic Inclusion Summit planning meetings

Item E.1.d.

FINANCE & BUSINESS OPERATIONS PUBLIC RECORDS MAY 2018

Public Records Activity

Prepared agendas, minutes and electronic packets for two Regular Council meetings, two Committee of the Whole meetings, one Council Work Session, two Technical Review meetings and two Planning & Zoning Commission meetings. Staff processed meeting follow-up communications, minutes and legal documents.

City Council adopted one (1) ordinance and fifty-five (55) resolutions during the month; staff drafted forty-five (45) of these resolutions.

Issued the following:

- 8 Business Licenses
- 42 Pet licenses
- 12 Annual "Paw Park" permits
- 6 Cemetery Interment Rights Certificates

Issued the following Parking Permits:

- 29 Monthly Lot
- 5 Annual Lot (prorated)
- 3 Annual Senior
- 1 Monthly Construction
- 22 Daily/Guest
- 0 Annual Dumpster

Processed (10) liquor licenses, (1) wine and (2) beer permits.

Processed (20) tobacco/nicotine/vapor permits.

Recorded (53) documents with the County Recorder, filed (1) document with the Iowa Secretary of State and (3) documents with the County Assessor.

Responded to (1) request for public records and (3) requests/concerns received thru the City's on-line Service Request feature.

Staff attended and participated in the semi-annual departmental meeting.

Attended webinar for meeting agenda management and live streaming software.

Met with Community Development managers to discuss public records support role in contractor registrations and sign permits.

Saved over \$7,500 by publishing a summary of Ordinance 2922 instead of the entire ordinance.

The unemployment rates for the month of April 2018 were 2.7% for the Waterloo-Cedar Falls Metropolitan Area, 2.8% in Iowa and 3.7% in the U.S.

Document Imaging

- 29 – Employee performance evaluations.
 - 4 – Police employee FTO binders.
 - 11 – Miscellaneous boards, commissions & committees meeting materials.
 - 1 – City Council meeting file. (01/02/2018)
 - 79 – City Council Resolutions. (20,926-21,004)
 - 8 – Plans & specifications for completed projects.
 - 8 – Financial - Health plan documents/reports (FY16-FY17).
 - 3 – Financial work papers – Council Goals (FY16-FY17) and FY17 salary sheets.
 - 5 – Financial Reports – FY17 State budget forms & State TIF reports (FY99-FY02).
 - 25 – Outside Agency files. (FY16-FY18)
 - 30 – Community Development alpha project files.
 - 6 – Planning geographic/project files.
 - 16 – Inspection Services building plans.
- Departmental Monthly Reports for April 2018.
Currents newsletter - Spring 2018.
Miscellaneous employee documents.

Parking Enforcement

- 979 – Parking citations issued.
- \$13,595.09 – Citations paid.

Parking Collections

- \$ 1,686.00 – Collections from delinquent parking accounts.
- \$ 750.00 – Vehicle immobilizations (15 vehicles).

Item E.1.d.

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

Library Activity

Usage Statistics	March 2018	April 2018	April 2017
Customer Count	18,984	16,625	24,628
Circulation	36,481	32,866	34,724
Ebooks, emagazines, and streamed videos	4,052	3,644	3,711
Downloaded music	1,642	1,703	1,842
Reference Service	2,273	2,234	2,153
Items Added	909	938	956
Event Attendance	2,035	2,063	2,918
Computer & Wi-fi Usage	4,221	3,926	3,790

Library events in May included the following:

- Friends evening book club discussion met on May 1 to choose titles for 2018/19.
- “What’s New in the Garden for 2018” discussion with Heidi Tietz-DeSilva was on May 1.
- Local Authors Showcase on May 2 featured Dorothy Winsor, on “The Most Common Question Writers are Asked: Where do You Get Your Ideas?”
- On Star Wars Day, May 4 (“May the Fourth be with You”), activities were held in the Youth Department and at the Teen Night, along with two showings of “The Last Jedi.”
- “Gardening with Kids: Bring the Whole Family” with Emily Samuelson, was a May 5 workshop.
- Writers of the Cedar Valley, workshopping on writing-related topics, met May 6.
- “Growing Big Things in Small Gardens: Square Foot Gardening Basics” workshop with Sheila Sartorius was on May 8.
- “Future Tech” was the theme for the May 14 “Geek Out Together” discussion.
- Trivia Night’s feature this month was “Pokemon” for all ages, May 15.
- The Oscar-nominated film, “Three Billboards Outside Ebbing, Missouri,” was screened on May 18.
- A Minecraft Teen Night was May 18.
- The monthly Board Game Saturday was May 19.
- 18 bins of food were collected during “Food for Fines,” May 21-31.
- The Library Board approved a new pay plan as prepared and amended by consultants.
- Several staffpeople took basic training to serve as backup to the Reference Desk.
- The Youth Department held regular events throughout the month, including storytimes for babies, toddlers and preschool, school visits, and an afterschool program.

Community Center: In addition to regular weekly events for seniors, such as cards, ceramics, dominos, billiards, functional fitness sessions, and music, the Center also hosted bridge clubs, stamp club, and a device advice, "Facebook Basics." The Center received a new, double-door industrial refrigerator, for use by those booking the Center.

Item E.1.d.

ENGINEERING DIVISION PROJECT MONTHLY REPORT - MAY 2018

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

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

<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
Autumn Ridge 8th Addition	New Subdivision	Construction Underway	-----	BNKD Inc. Shoff Engineering
Gateway Business Park	New Subdivision	Construction Underway	-----	Shive Hattery Baker Construction
Greenhill Village Townhomes II	New Subdivision	Preliminary Plat to Council	-----	CGA
McMahill Plat	New Subdivision	Under Construction	-----	Cedar Falls Schools Hall and Hall
Prairie Winds 4th Addition	New Subdivision	Construction Underway	-----	Brian Wingert CGA
River Place Addition	New Subdivision	Construction Underway	-----	Kittrell/AECOM
Sands Addition	New Subdivision	Construction Underway	-----	Jim Sands/VJ
The Arbors Third Addition	New Subdivision	Under Construction	-----	Skogman/CGA
The Arbors Fourth Addition	New Subdivision	Under Review	-----	Skogman/CGA
Western Homes 7th Addition	New Subdivision	Under Review - Grading Approved	-----	Claassen
Wild Horse 3rd Addition	New Subdivision	Acceptance of Improvements Remain	-----	Skogman/CGA
Wild Horse 4th Addition	New Subdivision	Under Construction	-----	Skogman/CGA

Item E.1.d.**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - MAY 2018**

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>
924 Viking Road	924 Viking Road	Approved	Approved	Dahlstrom/CGA
Ashley Furniture	2615 Capital Way	Approved	Approved	Claassen Engineering
Bethany Bible Church	4507 Rownd Street	Seed Stabilization	Approved	VJ Engineering
College Square Apartments	925 Maplewood Drive	Seed Stabilization	Approved	Confluence
Community Foundation	3117 Greenhill Circle	Seed Stabilization	Approved	Peters Construction
Community Motors	4617 University Avenue	Seed Stabilization	Approved	Helland Engineering
Greenhill Fountains - Ph. II	5307 Caraway Ln	Approved	Approved	Hall & Hall
Hanna Park Lot 5	Under Construction	Approved	Approved	Shoff Engineering
Jacobson Parking Areas	411 Clay Street	Approved	Approved	Peters Construction
UnityPoint	5100 Prairie Parkway	Seed Stabilization	Approved	VJ Engineering
Wayson Chiropractic	4615 Chadwick Road	Seed Stabilization	Approved	Peters Construction
Western Home Community Building		Approved	Approved	Claassen Engineering
Willow Falls Addition	1123 Bluegrass Circle	Seed Stabilization	Approved	VJ Engineering Brent Dahlstrom

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

May-18

Total for Month \$33,954,759.00
 Total for Fiscal Year \$118,133,721.00
 Total Same Month - LAST YEAR \$8,989,780.00
 Total for Fiscal Year - LAST YEAR \$103,885,480.00

Item E.1.d.

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	22	0	\$6,832,172.00	\$39,695.00	106	0	\$26,742,527.00	\$196,700.00
Multi-Family New Construction	4	0	\$772,680.00	\$4,956.00	4	0	\$772,680.00	\$4,956.00
Res Additions and Alterations	235	0	\$2,261,496.00	\$40,655.00	1711	0	\$17,997,399.00	\$310,643.20
Res Garages	9	0	\$81,220.00	\$1,701.00	51	0	\$427,486.00	\$9,016.60
Commercial/Industrial New Construction	4	0	\$20,711,446.00	\$96,174.00	12	0	\$35,446,362.00	\$135,082.00
Commercial/Industrial Res and Alterations	16	0	\$3,115,757.00	\$20,111.00	122	0	\$27,549,946.00	\$160,438.00
Commercial/Industrial Garages					2	0	\$183,200.00	\$1,920.00
Churches	1	0	\$15,000.00	\$251.00	7	0	\$391,745.00	\$4,172.00
Institutional, Schools, Public, and Utility	3	0	\$164,988.00	\$1,644.00	12	0	\$8,622,376.00	\$42,313.00
Agricultural/Vacant								
Plan Review	15	0	\$0.00	\$69,630.00	89	0	\$0.00	\$208,456.00
Total	309	0	\$33,954,759.00	\$274,817.00	2116	0	\$118,133,721.00	\$1,073,696.80

Item E.1.d.

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

May-18

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	71	0	\$0.00	\$6,556.80	654	0	\$0.00	\$61,221.20
Mechanical	97	0	\$0.00	\$8,320.00	782	0	\$0.00	\$77,040.00
Plumbing	105	0	\$0.00	\$12,133.00	739	0	\$0.00	\$69,569.50
Refrigeration					8	0	\$0.00	\$1,476.00
Total	273			\$27,009.80	2183			\$209,306.70

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	2	0	\$0.00	\$150.00	22	0	\$0.00	\$2,550.00
Mechanical	1	0	\$0.00	\$0.00	9	0	\$0.00	\$300.00
Plumbing	1	0	\$0.00	\$150.00	7	0	\$0.00	\$600.00
Refrigeration								
Total	4			\$300.00	38			\$3,450.00

Building Totals	309	0	\$33,954,759.00	\$274,817.00	2116	0	\$118,133,721.00	\$1,073,696.80
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Grand Total	586	0	\$33,954,759.00	\$302,126.80	4337	0	\$118,133,721.00	\$1,286,453.50
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**PLANNING & COMMUNITY SERVICES DIVISION
MONTHLY REPORT
May 2018**

MONTHLY MEETINGS:

Planning & Zoning Commission – Meetings were held on May 9, 2018 and May 23, 2018. The following items were considered:

Owner/Applicant	Project	Request	Action Taken
Eagle View Partners	River Place 3 rd Addition	Lot 4 Minor Plat	Approved.
Midwest Development	The Arbors	Subdivision Plat Amendment and Street Change	Approved.
Lucas Moore	Lot 7 & 8 of Midway Business Park	Amendment to Zoning Agreement	Initial Discussion.
Planning and Community Services	Zoning Ordinance Amendment	Floodplain Ordinance Amendments	Initial Discussion.
Planning and Community Services	Zoning Codes	Overview of Various Types of Zoning	Discussion.

Group Rental Committee – No meetings this month.

Board of Rental Housing Appeals – Regular meeting was held on May 7, 2018 and May 21, 2015.

Dan and Lori Berregaard	621 W 20th Street	Increase back to four (4) individuals aged 18 years or older	Approved for an occupancy of four (4) individuals aged 18 years or older
Matt Blickenderfer	708 W 18th Street	Increase back to four (4) individuals aged 18 years or older	Approved for an occupancy of three (3) individuals aged 18 years or older
Brent Dahlstrom (CV Properties III LLC)	1929 Olive Street	Increase back to our (4) individuals aged 18 years or older	Approved for an occupancy of three (3) individuals aged 18 years or older
Brent Dahlstrom (CV Properties III LLC)	1928 Olive Street	Increase back to four (4) individuals aged 18 years or older	Approved for an occupancy of four (4) individuals aged 18 years or older

Item E.1.d.

Adam and Gregory Hagensick	1206 W 18th Street	Increase back to four (4) individuals aged 18 years or older	Approved for an occupancy of four (4) individuals aged 18 years or older
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Board of Adjustment – No meeting in May.

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Historic Preservation Commission	5/9/18	Upcoming and ongoing projects discussed. Wild educational set up discussed.
Housing Commission	5/8/18	Discussion on Section 8 Waiting List, Housing Rehab Grant Program, Draft Action Plan and Add-A-Dollar.
Community Main Street Design Committee	5/18/18	Proposed façade projects reviewed and discussed
Community Main Street Strategic Planning Session	5/08/18	Strategic planning session with Mainstreet Iowa facilitating – goal setting
Metropolitan Transportation Policy Board	5/10/18	Transportation Technical Committee meeting was held. Reviewed projects for Surface Transportation Block Grant Funds.
MET Transit Board	5/31/18	Approved, Cedar Valley Pridefest service and DBE goal and staff reports.
Bike/Pedestrian Advisory Committee	5/1/18	May Bike Month activities, Network signage, Center Street improvement projects, Highway 58/Viking Road intersection
Wellness Committee	5/22/18	Future programs were discussed.
North Cedar Neighborhood Association	5/14/18	Update on Center St. trail project. Project anticipated start date: mid-June. Construction should be approximately 45 working days.
College Hill Partnership	5/14/18	Election of officers and discussion of ongoing and future projects

ECONOMIC DEVELOPMENT:

- Continue to prepare/distribute materials for information requests for prospects along with information on available buildings, land, incentives, tax rate comparisons, etc. Scheduled follow up contacts with ongoing prospects were made in May.
- Met with several prospects potentially interested in sites located within both the Northern Cedar Falls Industrial Park and West Viking Road Industrial Park and provided follow up materials.
- Staff started to explore possibilities for expanding the City's industrial parks.

- City Council approved Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan on May 7, 2018.
- City Council approved the new South Cedar Falls Urban Renewal Plan on May 21, 2018.
- City Council approved a development agreement with CRMS, LLC (Avelina Transport, LLC) on May 7, 2018 for a new 10,000+ square foot trucking/transportation facility in the Northern Cedar Falls Industrial Park.
- City Council approved a development agreement with FN Investors, LLC on May 7, 2018 for a new 20,600 square foot lab/office facility in the West Viking Road Industrial Park.
- City Council approved a development agreement with Schuerman Construction, Inc. on May 7, 2018 for a new 10,000 square foot warehouse/office facility in the West Viking Road Industrial Park.

PLANNING SERVICES:

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

Number of Rental Inquiries: 40

Types of Questions:

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

CODE ENFORCEMENT:

Number with Cases During Timeframe	75	
Incomplete Cases	31	41.0%
Completed Cases	44	59.0%
		100.0%

<u>Description of Issue</u>	<u>Amount</u>
Front and Side Yard Parking	5
Created unapproved parking	1
Garbage container at street curb	5
Overflowing Garbage Container	1
Items at the Street Curb	4
Junk/unlicensed vehicle	8
Illegal Storage of Trash/Materials on Property	8
Property/Building Maintenance	2
Unregistered rental	1
Loud Party	0
Signs in the ROW	1
Animal Control	7
Tall grass and weeds	32
Total	75

Item E.1.d.

Landlord Accountability Ordinance:

- 28 properties issued warnings.
- 3 property issued citations/points.

OTHER PROJECTS FOR MAY INCLUDED:

- A final paving reminder was sent to the relevant landlords with paving deadlines in June 2018.
- Postcards were sent out to remind relevant landlords of their June 2019 paving deadline.
- W. 1st Street reconstruction project is in the final design phase. The appraisals are underway for the right of way needs on the project. Property negotiations are underway.
- The consultant for the Cedar River Recreational Project. The consultant has made initial contacts with the state and federal agencies for preliminary permitting review. The preliminary design at 30% will be completed this spring.
- Subcontract with consultant finalized for Wild District nomination and approved by City Council on May 21st.
- HPC scavenger hunt details finalized for the launch on June 1.

CDBG

Programs:

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

Housing Rehabilitation Grants	2 Property under construction 0 Property in pipeline 0 Property complete 4 Applications received
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Emergency Grants	1 Property under construction 0 Property in bidding 0 Property in pipeline 0 Application received
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A variety of technical requirements must be met for these programs to meet the grant, such as historical reviews, income verifications, etc. These occur throughout the month and process of approval, implementation and completion.

- HOME
 - Home funds are used for the purchase of lots and infrastructure costs for Habitat builds in Cedar Falls. In addition, HOME funds are being used along with CDBG funds for Housing Rehabilitation projects for Cedar Falls homeowners. We currently have no HOME projects in the bidding process.
- Add A Dollar
 - During the month of May, the Add a Dollar program received \$1,326 in receipts and expended \$2,516. 14 households were assisted with an average of \$180 per household.

SECTION 8

Waiting List	376	HAP Payments	\$84,306
New Applications Taken	11	Utility Payments	\$ 1,272
Units under Contract	201	Admin Fees	\$ 42.76
Total Vouchers Available	326*		
Lease Up Goal	240**		
Initial Vouchers Issued	8		
Mover Vouchers Issued	4		
New Admissions	6		

Appointments: During the month of May, there were a total of 51 Appointments (18 Annual Recertification, 12 Vouchers Issued, 11 New Admission (owner and tenant), 7 Interim Income changes, and 3 Other).

Other Client Contacts: 181 citizen/client contacts were addressed (walk-ins and phone calls).

HQS Inspections: 22 Inspections were completed (13 bi-annual, 6 initial, 3 re-inspections).

Terminations: 1 client was terminated due to violation of program rules.

Hearings: One informal hearing was scheduled concerning a client's dispute on income calculation. The income calculation was done in accordance with regulations and the client was satisfied with the explanation.

Other: There is a public comment period on the PHA Annual Plan, in effect May 23-July 10.

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

Item E.1.d.

DEPARTMENT OF COMMUNITY DEVELOPMENT WATER RECLAMATION DIVISION MONTHLY REPORT - MAY 2018

PLANT OPERATIONS

Plant performance was good for May, meeting all required operating limits.

PROJECTS

Our annual slip lining project was started in May. Municipal Pipe Tool will be continuing this work through the next several weeks. This involves rehabilitating sewer mains without the need to excavate. They will be working in several areas of the City.

Our Primary Coating Project was started in May. This involves painting of metal surfaces under the domes of our primary clarifiers. Staff emptied and cleaned the tank in preparation for the contractor to begin work. One tank of the two was completed, the second one will be completed in the coming weeks.

The trunk line replacement project along Dry Run Creek is nearing completion. All new pipe is in place, with some rehabilitation of remaining main still to happen in June.

BIOSOLIDS

We were able to process 245,000 gallons through our belt filter press system for application later. This compares to 270,000 gallons taken out of the system in May 2017. Another 45,000 gallons of liquid biosolids was land applied in May.

A total of 8.55 tons of gritty, inorganic solids were hauled to the landfill.

SEWER COLLECTION SYSTEM CALLS AND SERVICE

Staff processed 716 requests for utility locates in construction areas for the Iowa One Call system. Of that, 165 were pertinent and required a sewer line to be located.

We had three after-hours calls for lift station problems.

In May we responded to four calls for sewer problems, with one line being plugged. Fortunately this was in a new construction area and this was found before any back-ups occurred in any home or business.

We cleaned 24,400 feet (4.6 miles) of sanitary sewer lines in May. Crews also did television inspections of 3,328 feet (0.6 miles) of sanitary sewer lines looking for potential problems.

TRAINING/PERSONNEL ISSUES

Several staff members took an Operator Training course through Kirkwood in May. The four day course is meant for inexperienced staff to gain some fundamental knowledge of how wastewater treatment plants work and prepare them for certification testing.

Item E.1.d.

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

PARK

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking and shelter cleanup duties.
- Removed and covered up graffiti along the trail system and in Washington Park.
- De-winterized and open all city parks and facilities.
- Swept and blew off all of the Recreational Trails.
- Continued with construction of Clay St. Park shelter.
- Installed memorial bench and fountain pads at Tondro/Pray Bike Park.
- Installed pumps at Birdsell Park.
- Removed light poles from new public safety building.
- Started work in Orchard Hill Park for new pickle ball & basketball courts.
- Installed Petonque court at old Cedar City Tot Lot Park location.
- Flood cleanup at Island and Washington Parks.
- Moved equipment for Skate Park back in place.
- Hauled chips and compost to Community Gardens.
- Repaired docks at big woods damaged due to flood.
- Installed dock at Island Park boat landing.
- Repaired damage tree tubes at city nursery.
- Delivered tables and barrels for event on Main St.
- Concrete seats moved back in place at Pedersen Plaza.
- Fire extinguisher inspection.
- Repaired damaged handrail in front of Island Park Beach house.
- Installed canopies at Visitors Center.
- Deliver chips, compost and tools for weekend Library project.
- Preparations and back filling on relocated trail in Island Park.

ARBORIST

- Ash Street trees removals. (5 total)
- Other street tree removals. (12 total)
- Some routine tree trimming and hanger removals from multiple locations.
- Repaired gutters on office building at old parks office building.
- Salvaged planting from Peter Malendy Park due to levee wall project.
- Continued transplanting trees to parks from the new Public Safety building location.
- Routine cleaning and maintenance of Arborist equipment.
- Cleaning planting beds and city Bio-cells throughout city locations.
- CFU Memorial tree planting for Betty Zeman.
- Repairs on center of Holiday Rd. cul-du-sac due to accident.
- Install of landscape wall at Clay St. Park.

CEMETERY STAFF

- Performed regular grave openings/closings and assistance with funerals.
- Picked up down limbs in the cemeteries.
- Took down a dead tree and ground the stump in Greenwood.
- Picked up all garbage and dead flowers in the cemetery.
- Staff sodded, watered, and fertilized all the winter graves.
- Staff also seeded and watered a lot of low spots that were filled in the Cemetery.
- Staff removed all the dirt and cleaned up our dry dirt storage in the north building of our 606 property.

Item E.1.d.

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

FOR THE MONTH OF:	May	Year	2018
Interments:			
	Greenwood		4
	Fairview		5
	Hillside		1
			10
Disinterment:			
Spaces Sold:			
	Greenwood		1
	Fairview		5
	Hillside		2
Services:			
	Cremations		7
	Saturday		4
	Less than 8 hrs. notice		
	After 3:00p.m.		
Receipts:			
Prepetual Care	Greenwood		\$ 155.00
	Fairview		\$ 750.00
	Hillside		\$ 310.00
			\$ 1,215.00
	Burial Permits		\$ 4,975.00
	Lot Sales		\$ 4,860.00
	Marker permits		\$ 1,040.00
	Deed Transfers		\$ 60.00
Total Receipts:			\$12,150

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

RESIDENTIAL SOLID WASTE COLLECTION

The automated units collected a total of 723.35 tons of solid waste during the month of May. The 160 loads required 390.00 man-hours to complete, equating to 1.85 tons per man-hour. The automated units used 1,508.21 gallons of low sulfur diesel fuel during the month.

PARKS GARBAGE ROUTE

The automated park garbage truck collected a total of 2.71 tons of solid waste during the month of May. The 8 loads required 64.00 man-hours to complete, equating to 0.04 tons per man-hour. The automated unit used 71.09 gallons of low sulfur diesel fuel during the month.

CONTAINER ROUTE

The container route crew collected twenty-two (22) loads of refuse for the month. The containers totaled 29.02 tons and required 91.00 man-hours to complete. This operation yielded 0.32 tons per man-hour. The semi-automated collection totaled 34.96 tons and required 99.00 man-hours to complete. This operation yielded 0.35 tons per man-hour.

The total number of May container dumps was 746. Seventeen percent (17.02%) or 127 of these dumps, were for non-revenue bearing accounts.

The container route truck used 327.42 gallons of low sulfur diesel fuel during the month.

LARGE ITEM COLLECTION

Refuse personnel made 264 large item stops during the month and collected 25.52 tons. This required 165.00 man-hours to complete and equates to 0.15 tons per man-hour. Thirty-five (35) Appliances, Seven (7) Tires, and Thirty-three (33) Televisions were collected this month.

RESIDENTIAL YARD WASTE COLLECTION

Refuse crews collected 143.52 tons of yard waste curbside this month. The 41 loads required 178.00 man-hours to complete, equating to 0.83 tons per man-hour.

There are currently 7,687 yard waste accounts throughout the city.

3,408 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 344.60 gallons of low sulfur diesel fuel during the month.

Item E.1.d.

TRANSFER STATION SOLID WASTE

The Transfer Station's trucks hauled 79 loads of solid waste to the Black Hawk County Landfill totaling 1,160.36 tons.

The Transfer Station accepted 344.80 tons of commercial and residential solid waste this month.

319 appliances, 229 tires, 134 television sets, and 26 computer monitors were received at the Transfer Station for the month.

The Transfer Station's trucks used a total of 698.50 gallons of low sulfur diesel fuel during the month.

Nine (9) bag tags were purchased this month.

TRANSFER STATION YARD WASTE

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

The Transfer Station accepted 3.45 tons of commercial and residential yard waste this month.

Refuse crews hauled 143.94 tons of yard waste to the Compost Facility this month.

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

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

Tin (Baled)	3.87 tons
Plastic (non-baled)	
Plastic (Baled)	16.39 tons
Cardboard (non-baled)	
Cardboard (Baled)	66.35 tons
Newspaper/Magazines (non-baled)	
Newspaper/Magazines (Baled)	31.11 tons
Phone Books	
Books/Flyers	
Office Paper	5.39 tons
Plastic Bags	0.81 tons
Styrofoam	1.16 tons
Other Items Recycled for the month	
Appliances	22.00 tons
E-Waste	4.92 tons
Glass	107.77 tons
Scrap Metal	36.92 tons
Shingles	80.17 tons
Tires	6.10 tons

Revenue generated by the Recycling Center for May was \$4,038.65.

UNI RECYCLING SUBSTATION

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

Plastics #1-7	3.38 tons
Cardboard	10.18 tons
Newspaper	6.75 tons
Tin	1.21 tons
Glass	2.13 tons
Plastic Bags	0.61 tons
Office Paper	2.71 tons
Styrofoam	0.17 tons
Total	27.14 tons

FAREWAY RECYCLING SUBSTATION

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

Plastic #1-7	9.43 tons
Cardboard	15.93 tons
Newspaper	10.65 tons
Tin	1.63 tons
Glass	3.33 tons
Total	40.97 tons

GREENHILL VILLAGE RECYCLING SUBSTATION

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

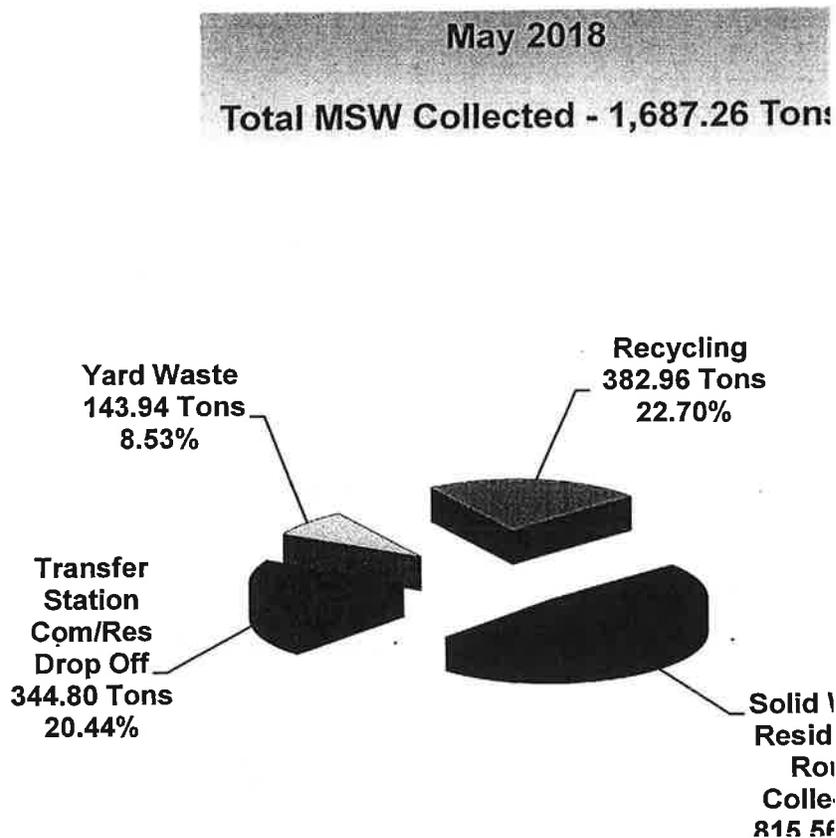
Plastic #1-7:	4.00 tons
Cardboard	17.95 tons
Newspaper	6.81 tons
Office Paper	1.25 tons
Plastic Bags	0.00 tons
Tin	0.89 tons
Glass	3.56 tons
Styrofoam	0.50 tons
Total	34.96 tons

Item E.1.d.

MONTHLY TOTALS

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls and hauled to the Black Hawk County Landfill, and to City Carton including Solid Waste, Yard Waste, and Recycling was 1,687.26 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of May 2018 for the City of Cedar Falls.



MISCELLANEOUS TASKS

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

Equipment was cleaned on a weekly basis.

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

COMPOST FACILITY

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

OUTSIDE SECTION ASSISTANCE

- Provided assistance in the fleet maintenance facility.
- Provided assistance with the construction of basketball & pickle ball courts in Orchard Hill Park.
- Installed sub drain tile in Orchard Hill Park.
- Installed sidewalk in Clay Street Park.
- Installed sidewalk at the Hearst Center.
- Prepared a section of the Island Park recreation trail for asphalt paving.
- Assisted with solid waste and yard waste collection.

CEDAR RIVER

- The river level was monitored and normal operational procedures for the dam gates were followed during fluctuating water levels.
- Warning signage was placed as needed based on rising river levels.
- Flood debris was cleared from the roadway on Cottage Row and a flowage channel was repaired. The road shoulder was also repaired where it had been washed out by flood waters.

STREET & ALLEY MAINTENANCE

- Streets were swept on a routine basis throughout the month
- Potholes were filled with asphalt hot mix or with the Dura-Patch spray patch machine.
- Alleys & road shoulders were graded as needed during the month.
- Made minor alley improvements in the 100 block of Main Street.
- Continued annual crack routing & crack sealing activities.
- Repaired heat related street issues on Center Street.

SANITARY & STORM SEWER MAINTENANCE

- Repaired a sanitary sewer manhole on the NW corner of W. 6th St. & College Street.
- Repaired a damaged storm sewer tile located in Clay Street Park.
- Repaired two (2) damaged storm drain tiles on Park Drive.
- Reconstructed a storm sewer catch basin in Orchard Hill Park that will accept sub drain tiles to increase drainage in the park.

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MISCELLANEOUS TASKS

- Removed beaver dams that were obstructing the flow of the creek located east of the homes on Green Creek Road and south of Greenhill Road.
- Installed a protective guard rail near the fuel tanks at 1500 Bluff Street.

SPECIAL EVENTS:

Traffic control materials were placed & retrieved for the following events

- Shine & Show on Main Street.
- Delivered fence & posts to Sturgis Park to accommodate various summer activities.

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

- One hundred and ten traffic control signs were repaired.
- Made five labels for vehicle maintenance.
- Traffic operations completed 16 One Call utility locates.
- Completed a city wide test of the emergency vehicle pre-emption. 12 sensors were replaced and 16 confirmation lights.
- Two controllers were programmed, and two signal cabinets were prepared for future construction projects.
- Repaired a signal pole that was knocked down after hours at 4th and Main Street.
- Replaced vehicle sensors at Eric Road and Hudson.
- Replaced a damaged pedestrian pole at the intersection of University and Main Street.
- Completed 34 minor repairs to different signalized intersections.
- Traffic personnel assisted the parks division in repairing 4 lights.
- Traffic personnel assisted building maintenance with ten minor tasks.
- Completed a signal timing and vehicle detection summary, by request of engineering.
- Delivered building supplies and completed recycling task at City buildings.
- Continued the annual testing and replacing of malfunction management units, and conflict monitors.
- Prepared paint machines, and began the painting of parking lots.
- Installed a 50 amp receptacle for the new television van.
- Installed two vehicle detection loops at the intersection of 4th and Hudson road.
- Installed additional support to the signals in the downtown district of Main Street.
- Responded to three separate calls for intersections in flash, repairs were made and returned to normal operation.
- Traffic personnel completed training in; IMSA continuing education for signs and signals, also continuing education classes for electrical license.

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

The Fleet Maintenance Section processed 158 work orders during the month of May. 11 of them were either sent out or done by staff from other sections.

1,280 transactions were recorded through the City's fuel dispensing sites. The usage was as follows:

7,425.179 Gallons of Ethanol

9,152.412 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of May was 16,577.591 Gallons.

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

Street Section

238: Replaced front ball joints, tie rod ends, tires and alignment.

293: Adjusted all broom heights and charged a/c system.

297: Repaired pickup head damage and installed new rubber suction curtains.

246: Replaced gauge cluster and headlight assembly.

271: Transmission was replaced at Murphy tractor.

202: New truck setup complete and put into service.

237: Replaced front ball joints and had truck aligned.

236: Replaced fuel tank.

Refuse Section

320: Replaced the a/c compressor and charged system.

370: Replaced EGR cooler and cleaned intake and charge air sensors.

346: Blower motor was replaced and a/c system was charged.

348: Inside dual wheels were replaced.

Parks/Cemetery/Rec Section

2115: Replaced front tires, ball joints, tie rod ends and aligned truck.

2166: Replaced broken ignition switch.

2182: Replaced seat switch support.

2303: Replaced water pump and radiator.

Fire Division

FD550: Water pump engine idle repaired.

FD511: Alignment ladder light replaced.

FD501: Ground wire repaired for HVAC water drain pump.

Police Division

PD15: PTU replaced under warranty at Witham's.
PD22: Replaced front camera HDMI cable.
PD14: Replaced rear brake pads and rotors.

Community Development

510: Replaced left rear axle seal.
404: Belt tensioner and belt replaced.
402: Front hub assembly replaced.

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

AQUATIC CENTER

- Rented articulating lift and replaced security lighting on poles.
- Delivered supplies
- Delivered and picked up small man lift.
- Troubleshoot emergency lighting in pump room.
- Replaced lighting ballast in entrance.
- Troubleshoot UV system and replaced failed electrical contactor.

BEACH HOUSE

- Delivered cleaning supplies.
- Exterior windows were washed.
- Pest Control services were completed.
- Completed cleaning of facility after rentals.
- Set up fans to dry floor.

CITY HALL

- Completed cleaning inspections of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Tested emergency generator.
- Tested elevator fire operation.
- Replaced bad light ballasts.
- Replaced bad light bulbs.
- Adjusted thermostat settings as needed.
- Delivered janitorial supplies.
- Installed electrical circuit and hung mount and TV in Administrator office.
- Painted wall that had been repaired
- Repaired lock on Mayor's door.
- Sanitized north holding cell.
- Repaired sink.

- Hung pictures in offices.
- Replaced power pack for light sensor in MIRT garage.
- Weather proofing of south entrance was completed by removing old cracked caulk and recaulking.
- Boiler Inspections were completed.

COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Adjusted thermostat settings.
- Delivered janitorial supplies.
- New refrigerator was delivered and set up.

FIRE DEPARTMENT

- Delivered janitorial supplies.
- Removed all card readers and electronic locks from ESB building.
- Cut fiber and phone inside ESB building and pulled back to box in yard.

HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballast.
- Delivered janitorial supplies.
- Installed emergency light in stairwell.
- Built and installed 12' shelf for exhibit display.
- Met with contractor to secure bids for refinishing wood fascia.
- Met with contractor to secure bids for new counter and sink in classroom.
- Inspected condition of vacant rental house. removed mildew found below window.

LIBRARY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Reviewed building automation systems to verify proper operation of systems. Scheduled settings for holidays.
- Replaced light bulbs.

Item E.1.d.

- Replaced light ballasts.
- Replaced dirty HVAC filters.
- Delivered janitorial supplies.
- Repaired faucet in craft area.
- Replaced broken toilet seat.
- Responded to afterhours call for high temps in building. Made adjustment to the building automation system to correct set points.

PUBLIC WORKS/PARKS

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested emergency generator.
- Replaced dirty HVAC filters.
- Reviewed building automation systems to verify proper operation of systems.
- Replaced bad light bulbs.
- Replaced bad light ballasts.
- Delivered janitorial supplies.
- Cleaned restrooms at 1500 Bluff and restocked supplies.
- Repaired leaky water line in transfer station and replaced 5 mounting and hanging brackets.
- Troubleshoot pond fountain operation at Pheasant Ridge. Found faulty GFI and also determined pump had a direct short.
- Troubleshoot HVAC system and reset outdoor temperature controller causing faulty readings.
- Repaired urinal valve.
- Repaired card reader on main entrance bollard.

RECREATION CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Reviewed building automation systems to verify proper operation of systems and schedules. Scheduled setting for holidays.
- Replaced bad light bulbs and ballasts.
- Ran new electrical circuit to drinking fountain.
- Installed mixing valve on sink in family restroom.
- Installed new faucet in men's locker room.
- Installed new fan motor on drinking fountain by racquetball court.
- Repaired lock on steam room door.
- Annual boiler inspections were completed.

TRAFFIC OPERATIONS

- Assisted with signage repair and locates.
- Troubleshoot operation on Lincoln street tornado siren. Replaced battery and charger. Contractor replaced bac relay board.

VISITORS CENTER

- Completed cleaning inspection of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced bad light bulbs.
- Delivered janitorial supplies.
- Replaced batteries in smoke detectors
- Replaced two emergency lights.

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RECREATION DIVISION
Monthly Report
May 2018

- Rec Center
 - Fitness classes have gone well with no issues with 2,921 patron participating.
 - Busy taking registration for programs like baseball, softball, tot lot, camps, swim lessons, track, tennis, karate, adult softball leagues, adult exercise programs and other summer programs
 - Staff handled the increasing sale of swim passes as the end of the school year and Memorial Day got closer.
- Staff has pretty much all part time staffing needs for the upcoming summer after interviewing staff in March and then making job offers in early April. Unfortunately we will have a number of staff who have accepted jobs with us either not show up to staff meetings or that will let us know the end of May they no longer plan to work for us. So we continue to accept applications just in case.
- Rental for season 3 of the Island Park Beach House have started on May 1st and will continue until October 15th.
- Work continues daily to groom and prepare our ball fields for play.
- Sixty one adult softball teams registered for league play this summer got their summer started the first week of May.
- The Recreation Center will once again be selling consignment tickets to area tourist attractions like Lost Island, Valleyfair, Blank Zoo and other summer destination.
- Falls Aquatic Center and Indoor pools
 - Working with the school to schedule routine maintenance at Holmes
 - Scheduling indoor private parties
 - All 3 pools at the Falls were filled around Mid-May. The process of heating the water from 50 to 80 degrees was and adjusting chemicals was started shortly after.
 - Shade covers were put up, decks power sprayed and cleaned, close to 250 lounge chairs and sand chairs were cleaned and set out around the pools, inner tubes were cleaned and blown up, signs were put up, shelves stocked with supplied and items to be sold in the concession stand, etc.
 - The Falls opened the Saturday of Memorial day weekend. The pool was open for 41 hours over 6 days with 9,643 patrons with temperatures in the 90 and high humidity.
 - The 3 day of Memorial Day weekend we set a record for that weekend's attendance with 7,726 patrons for open rec swim. With new staff the ideal opening weekend would be days in the mid 70's and then closing early so we could meet with staff and critic their work on slow days before it got busy, needless to say that was not the case.

Respectfully submitted,



Bruce Verink
Recreation Division Manager

Recreation and Community Center Usage For May 2018

Members using the Facility	8,651	Pound	26
Non-Members using the Facility	454	Rock On	103
Child Care	144	Zumba	78
Aerobics	1,340	Massages	71
Circuit Weight Training	100	Meeting/Tour/Rental	980
Exercise Trial	57	Birthday Party Bonanza	60
Cardio Cycling	544	Racquetball/Wallyball Hours	36
Yoga	756	Pickleball	284
Personal Trainer	268	Steam Room	555
		TOTAL	14,481

Recreation and Community Center Revenues

Resident Memberships Sold		Punch Cards	
12 th Grade & Under	4	12 th Grade & Under	0
Adult	39	Adult	3
Senior Citizen	12	Senior Citizen	2
Family Pass	48	Child Care 20-punch	5
Corporate Family	0	Child Care 40-punch	0
Corporate Individual	0	Racquetball	0
Summer 4 mo. Special	15	Towel	7
Towel Usage	369		
Credit Card Usage		Fitness Passes Sold	
Rec Center	\$150,062.50	4-Month	112
Leisure Link	\$11,277.20	1-Month	6

Daily Fees

Admission	\$4,463.02	Racquetball	\$28.00
Child Care	\$15.00	Exercise Tryout	\$285.00
Towels	\$27.75		

Swimming Pool Passes (Summer)

Family	799	Youth/Senior	26
Individual Adult	44	Lap Swim Only	8
Child Care Provider	64		

Youth Programs

Pool Parties	230	Swim Club	1,841
Soccer – 4 & 5 yr olds	96	SCUBA	12
Coach Pitch Ball 1st & 2nd Grade			
Baseball	539		
Softball	264		

Adult Programs

In-service Training-Pool Staff	473	Adult Softball	3,648
		Pickleball	284

Recreational & Lap Swim

Indoor	573	Consignment Tickets Sold	5
Outdoor	9,643	Income	\$120.00

Rentals

Pool Parties	2	Shelters	62
Beach House	7	Gateway Celebration Shelter	6
Ball Fields	152	Recreation Center	11

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CEDAR FALLS RECREATION DIVISION

May-18

ADULT EXERCISE

Cycling	
M,W,F 8:00 am	2
Total Cycling	2
Circuit Weight Training	
T & Th 4:30 pm	9
Total Circuit Weight Training	9
Rock On Monthly	
M,W,F 5:40am	14
Total Rock On	14
TOTAL ADULT EXERCISE	25

YOUTH SPORTS

YOUTH SHORTSTOPS COACH PITCH

1st & 2nd Grade Boys	
Cedar Heights	10
Hansen	26
Lincoln	6
North Cedar	0
Orchard Hill	8
Southdale	21
St. Pats	7
TOTAL BOYS COACH PITCH	78
1st & 2nd Grade Girls	
Cedar Heights	4
Hansen	13
Lincoln	9
North Cedar	0
Orchard Hill	4
Southdale	3
St. Pats	0
TOTAL GIRLS COACH PITCH	33
YOUTH SPORTS	111

CEDAR FALLS TOURISM & VISITORS BUREAU
Monthly Report
May 2018



Projects:

- Arranged for production of 20 promotional videos by Monday Creations
- Provided planning and promotional assistance for Cedar Valley Pedal Fest event
- Updated marketing plan
- Hosted Iowa Destination Marketing Alliance meeting
- Attended Midwest Bloggers Conference in Clear Lake to meet with and learn how to work with travel bloggers. We have since booked visits from three writers.
- Hosted an appreciation celebration for Hearst Center staff and volunteers
- Began work on the 2019 visitor guide
- Cedar Falls Tourism and Visitors Bureau Board awarded grants to Riverview Conference Center, the Accel Triathlon, College Hill Arts Festival, Cedar Valley Chamber Music Festival, and Mid-American Youth Basketball Tournament
- Hosted the Cedar Valley Tourism Awards and honored FIRST Robotics Competition Iowa Regional, SingleSpeed Brewing Co., BlackHawk Hotel, Sidecar Coffee Shop, Cedar Falls Envoys, Hartman Reserve Nature Center, and John Deere
- Hosted travel writer for La Magazine to write a feature about Cedar Falls for the September issue
- Provided administrative support for Cedar Falls Authors Festival
- Presented an update to City Council Committee of the Whole
- Heather Skeens 6-month evaluation
- Hosted Currents Up Close programs for Sturgis Falls Celebration and Cedar Valley Pedal Fest
- Served on a task force to evaluate and reimagine Iowa's Welcome Centers
- Met with Ashley Johnson to help with bid to host USA Weightlifting Youth Nationals in June 2019, which is anticipated to bring 900 youth and families for 4 days
- Walk-in traffic in the Visitor Center doubled from the previous month to 2,500 and we brought in just under \$1,800 in facility rental income

Highlights from Becky Wagner:

- Hosted two motor coach groups
- Worked with another planner to create an itinerary for a future visit
- Produced and distributed a quarterly newsletter for group tour leaders
- Scheduled volunteers to staff the visitor center on weekends

Highlights from Linda Maughan:

- Wrote newsletter/blog articles about Treat Mom to Brunch on Mother's Day, 40th Annual College Hill Arts Festival, John Deere's 100th Anniversary Celebration, Cedar Basin Music Festival
- Monitored and created posts for Facebook, Twitter, Instagram, Pinterest and Google+ for the Visitor Bureau
- Updated web pages
- Continued to add to and manage our photo library
- Coordinated fulfillment of 695 leads in May.

Highlights from Deb Lewis:

- Worked with UNI web development class to upgrade trails website
- Trained new intern
- Researched and ordered promotional items
- Assisted 18 individuals with facility rental information and booking
- Managed gift shop
- Tabulated statistics for monthly report
- Managed trails promotion through social media and websites

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Highlights from Vicki Bailey:

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

Meetings/Events:

- Cedar Falls Rotary x2
- Eastern Iowa Tourism Association in Lansing
- Daryl Kruse
- City website committee
- Strategic planning session for Community Main Street
- Cedar Falls Authors Festival Finale Celebration
- Waterloo Convention and Visitors Bureau board
- Cedar Valley Fondo Fest planning committee
- Cedar Valley Chamber Music performance at BlackHawk Hotel
- Public art committee
- Water trails master plan committee
- Art and Culture board
- Future Ready Cedar Valley planning meeting
- Sturgis Falls Celebration board
- Iowa DOT Tourism Oriented Signage committee
- TVB staff x1
- Hearst staff x2
- MOP staff x1

Other events we assisted with:

- TriByKnight Triathlon
- Cedar Falls Authors Festival event x3
- Iowa Youth Regional Championships at Cedar Falls Gun Club
- Iowa Soccer Association State Cup – estimated 4,000 attended

Respectfully Submitted,



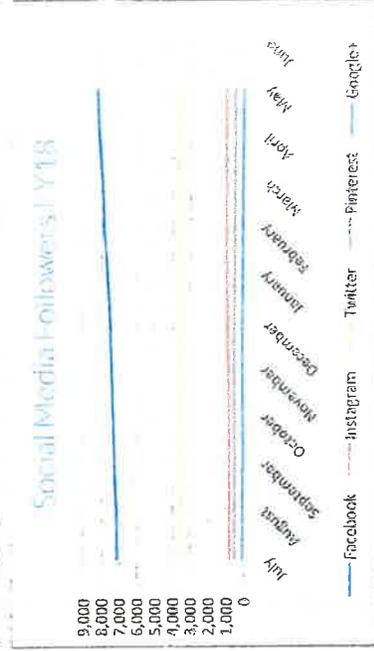
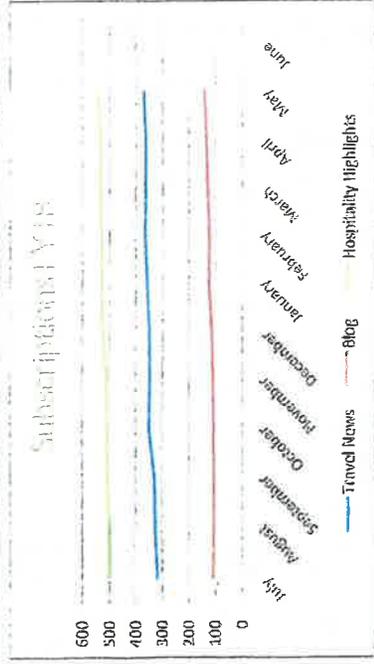
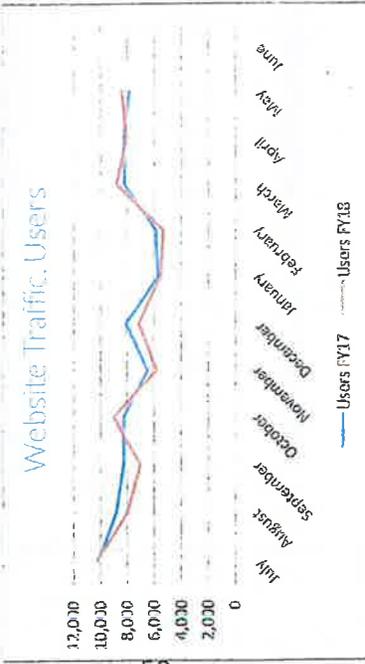
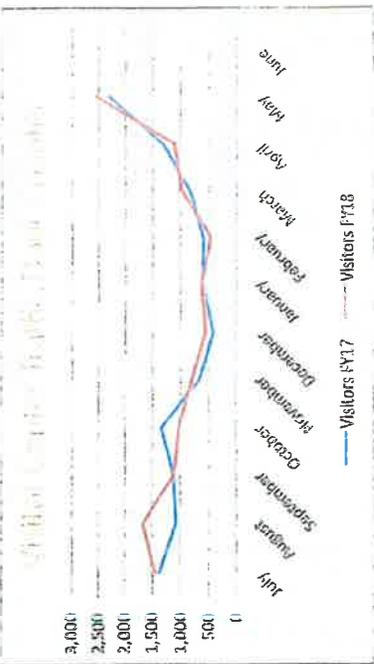
Kim Manning, Visitors, Tourism and Cultural Programs Manager

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

	July	August	September	October	November	December	January	February	March	April	May	June	Totals
INCOMING CONTACT BY													
VC Walk-In (Door Counter) FY18	1,411	1,635	1,088	988	766	528	605	425	953	1,085	2,509		11,994
VC Walk-In (only Non-Local Visitors) FY18	323	424	277	339	110	114	69	93	201	157	326		2,433
VC Walk-In (Door Counter) FY17	1,341	1,066	1,096	1,308	649	392	688	583	813	1,293	2,271	2,105	13,484
VC Walk-In (only Non-Local Visitors) FY17	497	302	384	310	143	64	90	111	151	271	312	439	3,044
E-mail/Website	29	19	14	16	22	20	30	23	36	40	40		289
US Mail	0	0	2	0	0	0	0	0	0	0	3		6
Phone	92	142	139	154	71	57	98	130	181	178	171		1,413
HOW HEARD ABOUT US - If offered													
Friends / Family	0	3	0	1	1	0	1	1	1	0	0		8
Other (eg. Postcard mailing, ads, web/FBook)	0	1	6	0	2	0	0	1	0	0	3		13
Signage	9	6	4	0	0	2	0	0	0	4	0		26
Advertising	0	0	0	0	0	0	0	2	2	7	0		11
Trade / Consumer Show	0	1	0	0	0	0	0	0	0	0	1		2
SERVICES PROVIDED													
Attended a Meeting/Rental	70	161	140	126	173	114	101	63	136	266	762		2,112
Bureau Business	124	172	181	239	134	109	146	179	253	217	276		2,030
Group Tour Info	0	0	4	11	0	0	2	1	1	4	0		27
Hotel/Restaurant	7	0	0	0	0	0	0	0	1	4	2		14
Relocation	3	3	3	15	1	0	1	2	0	3	6		37
School Project	0	0	1	30	0	0	1	0	2	1	0		35
Special Event	9	1	2	0	0	0	2	0	0	3	0		17
Trail User	98	58	36	28	22	4	6	5	25	52	70		405
Trail Event	10	24	9	8	13	11	7	6	12	8	13		121
UNI	690	772	604	591	267	143	190	222	371	517	652		5,019
VC Amenities including Restroom													
ADVERTISING LEADS													
Iowa Travel Guide / Website	700	350	372	245	187	126	430	4,318	1,779	378	618		9,603
EITA Travel Guide	0	0	0	2	0	0	0	0	0	0	0		2
AAA Living	0	0	0	0	94	245	45	0	76	61	50		571
Iowa Tour Guide (group leads)	19	6	18	17	8	12	17	33	10	13	27		180
BROCHURE DISTRIBUTION													
Total Visitor Guide Distribution	539	1,066	1,766	639	898	569	6,286	5,174	8,508	1,585	1,105	0	28,145
VG Mailed Out (Individual)	25	388	384	257	298	375	488	4,343	1,924	491	32		8,935
VG Bulk Distribution (Local)	215	627	713	367	499	192	2,343	809	4,689	686	77		11,227
VG Bulk Distribution (Non-Local)	60	0	120	0	100	2	3,450	0	30	0	185		3,945
Relocation	104	11	24	15	0	2	15	7	0	3	0		191
Welcome Bags	195	60	525	0	0	0	0	15	0	405	134		1,274
Total Trail Guide Requests	185	307	360	327	140	18	856	314	1,052	895	1,513		5,967
WEBSITE TRAFFIC													
Users FY18	10,074	7,809	8,880	8,907	5,646	7,026	5,409	5,227	8,715	7,928	8,289		81,908
Users FY17	10,062	8,773	8,224	8,228	6,439	8,030	5,674	6,802	8,175	8,200	7,760	10,311	96,678
Sessions FY18	12,553	9,504	8,410	10,684	6,837	8,573	6,430	6,189	10,504	9,362	10,182		99,208
Sessions FY17	12,318	10,736	9,963	10,072	7,641	9,425	6,813	6,951	9,998	10,081	9,652	12,907	116,437
Page with Top Views													
Top Traffic Source													
Top Referral Site													
SUBSCRIPTIONS													
Travel News (consumer newsletter)	315	324	326	347	343	345	354	361	359	359	366		3,644
What's News Blog	98	97	97	99	101	106	117	117	122	127	134		1,116
Hospitality Highlights (partner newsletter)	487	491	506	506	507	518	523	524	531	530	538		5,000
SOCIAL MEDIA FOLLOWERS													
Facebook (Followers)	7,089	7,145	7,262	7,328	7,398	7,478	7,663	7,845	7,961	8,177	8,275		81,908
Instagram	722	742	759	763	792	829	829	907	925	964	976		7,944
Twitter	3,452	3,480	3,502	3,529	3,550	3,558	3,579	3,602	3,621	3,641	3,644		36,444
Pinterest	470	472	473	476	477	478	481	481	483	477	481		4,811
Google+	28	29	28	29	29	28	29	29	28	29	28		288
VOLUNTEER INVOLVEMENT													
Board / Committee Hours	426	110	246	270	110	120	161	212	472	273	247		2,647
Student / Intern Hours	0	1	18	10	16	4	163	148	4	287.00	144		794
Envoy Hours - Visitor Center	108	102	97	79	88	88	79	65	110	90	116		1,021

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Event/Hours - Special Event/Rapp Station	27	4	6	6	69	0	59	45	3	5	2023
MISC											
Groups in Conference Room	2	8	10		7	7	0	0	0	0	19
Motor Coach Group in CF	1	0	0		1	1	0	0	1	2	7
INCOME											
Gift Shop Sales	\$719.50	\$874.51	\$425.93		\$529.70	\$805.51	\$239.70	\$403.68	\$319.34	\$702.95	\$5,764.60
Facility Rental	\$140.00	\$1,230.00	\$705.00		\$415.00	\$705.00	\$300.00	\$450.00	\$445.00	\$1,700.00	\$7,525.00
Host Motor Coach @ VC or Step Guide	\$50.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$172.97	\$200.00



CEDAR FALLS
CULTURAL PROGRAMS
Monthly Report | May 2018



MAJOR HIGHLIGHTS

- Opened two new exhibitions: *Prints by John Page* and *Ukiyo-e to Shin Hanga: Japanese Woodcuts from the Syracuse University Art Collection* with a successful opening reception for John Page; closing reception for Ukiyo-e to follow.
- Summer camps nearly full with start date in early June.
- Orientation of new education assistant, Ana Verastegui, start date May 2

PUBLIC EVENTS/PROGRAMS @ The Hearst

DataStream, Songbook Trio and Lunchtime concerts hosted at Hearst Center
 Author's Festival Finale Party
 Sunday Open Air Studios in the Sculpture Garden
 Hearst Photo Club meetings
 Opening reception for new exhibition of work by John Page

MEETINGS

Cedar Falls Art & Culture Board
 Cedar Falls Public Art Committee
 Friends of the Hearst Board
 Public Art Committee sub-committee meeting

HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:

- Worked with staff to update fixed assets an inventory
- Met with contractor to update interior signage at Hearst Center
- Worked with city designer to standardize format and design of Hearst mailers
- Worked with staff on marketing plan for Fall
- Worked with staff and designer to coordinatc billboard for exhibition
- Met with city IT to review new website regulations
- Met with Art & Culture Board president to review strategic plan
- Participated in monthly Cedar Valley Arts Initiative steering committee meeting
- Participated in monthly ArtsLab online workshop with Iowa Arts Council
- Met with Youth Arts Team to discuss possible future collaborations
- Met with Councilman Wieland to discuss the arts generally, and his upcoming exhibition at the Hearst Center
- Worked with Friends of the Hearst President and Treasurer on simplifying financial transactions between Friends and the Hearst with regards to memberships and sponsorships
- Met with Art & Culture Board sponsorship fund development sub-committee to develop options for a future sponsorship program
- Met with The Space (downtown) coordinator regarding collaboration opportunities

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- Met with NAMPTA member to work on fundraising campaign for repairs to the Steinway in Mae Latta Hall
- Conducted Lea Stewart's 6 month review
- Helps coordinate and attended the Cedar Falls Author's Festival Finale party at the Hearst
- Joined the CFPL's Art Committee and met to discuss possible donation of artwork to the collection of the CFPL
- Attended Hearst Staff Appreciation party at V&T
- Met with Waterloo Center for the Arts Director
- Attended and presented at monthly meeting of the Public Art Committee
- Reviewed grant applications for Iowa Arts Council Project Grants as a guest panelist
- Met with Iowa Arts Council and other panel members to discuss/select grant finalists
- Attended and presented at monthly Art and Culture Board meeting
- Met with Hearst staff to review GBPAC schedule and possible collaborations
- Attended opening reception for John Page exhibition
- Conducted tour of exhibitions for students from Traer art program
- Attended Public Art Committee special meeting with potential artist
- Worked with two donors and received funds to purchase a new piano bench and reupholster the current bench in Mae Latta Hall
- Attended evening programs at the Hearst Center
- Worked with marketing assistant to coordinate new ads for publication
- Met with Ruth Suckow Memorial Association president to work on memorial project for Ferner Nuhn, with possible Marjory Nuhn catalogue (artist in our collection)
- Met with Cedar Valley Arts Initiative sub-committee to help plan Cedar Valley Arts Summit
- Worked with Senior Serviced Coordinator to approve bills, dailies, timesheets, etc.
- Led weekly staff meetings.

HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:

- Processed weekly deposits for the Hearst front desk and Friends group checks
- Recorded Friends donations and membership dues in Past Perfect
- Updated and generated a current report with pivot tables to demonstrate a five year comparison of Friends memberships.
- Created online marketing forms for classes and programs and worked with staff to streamline the process of gathering information for calendars and marketing materials.
- Handled gift shop transactions and answered customer questions about merchandise
- Daily handled opening and closing procedures
- Answered many questions on the phone and in person about upcoming events
- Worked with Heather to reorganize and then updated the financial report for PAC
- Completed program registrations both in person and phone for summer classes.
- Entered rental contracts & took payments for them in MaxGalaxy
- Made weekly reports on the status of membership and class enrollment
- Printed labels, sorted and prepared forms for John Page opening reception postcard
- Continued to curate specific mailing lists for marketing opportunities

- Gathered travel requests for the council bills and P-card transactions
- Entered council bills, P-card transactions and payroll
- Processed vendor payments and reimbursement requests
- Generated invoices and processed payments for Northstar
- Greeted visitors and gave directions to other area attractions
- Generated reports from AS-400 for staff members as requested
- Worked on updating the fixed asset and inventory lists. Assigned parts to staff.
- Met with Heather for my 6 month review
- Created a system to track how/when large donation and estate gift money is spent.
- Generated other invoices for school and group tours
- Formatted, printed and mailed thank you letters for recent Friends memberships, grants and donations.
- Contacted Storey Kenworthy furniture department and began work on front desk office improvements.

HIGHLIGHTS from Emily Drennan, Curator & Registrar

- Attend "Copyright Considerations," a day-long workshop at the Des Moines Art Center sponsored by Iowa Museum Association IMA).
- Assist with set up for public concert in piano hall; change lighting; hang a related work of art on stage.
- Accept works for future exhibition; store in Voorhees Storage.
- Prepare for and attend Cedar Falls Authors Festival (CFAF) wrap-up party.
- Work with art teachers in the community to wrap-up the 2018 *Developing Expressions* exhibition.
- Deinstall the works and prepare them for delivery to schools; coordinate staff to deliver.
- Patch and paint galleries and prepare supports for upcoming exhibitions.
- Install works by John Page in the Dresser-Robinson Gallery; develop signage and didactics.
- Check in and complete condition reports for lending institution of Japanese prints.
- Develop gallery design for woodblock collection and install; hang signage and didactics.
- Install lighting, signage, and seating for the exhibitions and prepare for the reception.
- Attend public reception for John Page collection.
- Meet with Endowment Committee of the Cedar Falls Art and Culture Board (CFACB).
- Coordinate projects with staff /volunteer members of the Cedar Falls Public Art Committee (CFPAC).
- Visit North Cedar Resource Project (NCRP) site with Heather Skeens to evaluate needs; get bids for signage and communicate with subcommittee.
- Work with city staff to comply with insurance requirements for traveling exhibitions.
- Serve on the jury committee for Hartman Reserve's artist-in-residence program.
- Meet with Urban Sketchers correspondent to explore possible collaboration.

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- Work with Adams family (Cedar Falls, IA/Ely, MN) and Saito family (Los Angeles, CA) to add depth and perspective to *Ukiyo-e to Shin Hanga* exhibition through objects and descriptions.
- Prepare agendas and minutes and other financial and committee materials for the Cedar Falls Public Art Committee (CFPAC) and release for distribution and public posting.
- Work with Public Buildings Supervisor to convey info and troubleshoot issues related to the Hearst facility, including window replacement, malfunctioning equipment, et cetera.
- Work with the Marketing Assistant to prepare content for exhibition publicity.
- Work with the Cultural Programs Supervisor on issues related to the Hearst.
- Meet with all staff weekly.

HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator:

- Attended the weekly staff meetings
- Helped with inventory
- Met with Staff to develop more partnership opportunities with GBDPAC
- Attended the beginning of the Friends of the Hearst Board meeting
- Developed the agenda items for the Friends May Board Meeting
- Developed the agenda items for the Friends June Board Meeting
- Working to find a store that can upholster the old piano bench in Mae Latta
- Helped to clean Mae Latta before events
- Had black tablecloths cleaned
- Helped set up a Latta Family interview for Community Foundation
- Reviewed materials for upcoming events in June and July
- Had both pianos tuned
- Worked on Art Excursion tour for Des Moines Art Center
- Got the Bus quote
- Working with Marketing
- Finalized content for Currents for programs
- Helped schedule and set up CF Artist's Festival Wrap up party
- More planning for August James Hearst Birthday Celebration
- Worked to get a meeting with the Actors for the events
- Wrote up 5 rental contracts for upcoming events in 2018
- 3 tours of facility for rentals
- Wrote up 1 professional services contract for catering
- Continued working on a Thursday night in July Patio music series
- Working with Marketing and volunteers for PedalFest
- Attended PedalFest planning meeting
- Worked with curator to update sculpture garden map
- Currents Up Closes spot to talk about the Hearst Pedal Fest ride
- Coordinated all public events: concerts, open studio, phot club
- Sourced 4 volunteers for events for a total of 10 hours of service

HIGHLIGHTS from Abby Haigh, Marketing Assistant:

- Prepared Gift Shop vendor dailys.
- Attended Copyright/Social Media Workshop at the Des Moines Art Center 5/21
- Took photos at Data Stream Concert, Lunchtime Concert and The Songbook Trio
- Worked with Lamar Advertising to prepare Ukiyo-E billboard on 18th/Main St.
- Worked with graphic designer on projects: Café Program brochure, William Feasley poster, Ukiyo-e/John Page postcard/vinyl/postcard/poster, Ukiyo-e billboard, Family Fun Ad, John Page/Ukiyo-e postcard design/edits.
- Submitted Family Fun Ad for the Courier.
- Exhibitions: coordinated Ukiyo-e/John Page vinyl with Signs & Designs, coordinated labels for Ukiyo-e/John Page, picked up exhibition supplies at Ace, worked on content/images for upcoming exhibition materials for Recent Works by Michael Broshar.
- Compiled information for currents to send to graphic designer
- Continued to add summer brochure events/education/exhibitions to V&T web calendar.
- Worked with Michael Broshar on upcoming exhibition content/photos for Recent Works by Michael Broshar
- Press Release: sent Movies Under the Moon & Ukiyo-E/John Page Exhibitions
- Mail Chimp: created content/graphics/sent/added email subscriptions for May E-News and Special Events Invitation.
- Continued to enter additional POS/Gift Shop into Max Galaxy.
- Continued to fill in at the front desk for lunch breaks, absences, breaks, take mail to city hall and mailings to post office.
- Printing at City Hall: materials for events, exhibitions, publicity, and education.
- Gift Shop: researched/ordered product for upcoming exhibition-Ukiyo-e, continued researched new vendors (pottery, journals, books, jewelry, youth/adult misc. items). Ordered products from Gallison/Mudpuppy and Benjamin Trading Co. Continued to research Hearst Gift Shop display cases, fixtures, and jewelry case.
- Facebook Event Listings: 5 events created
- Created content/graphics/posts for social media
- City Website: education updated, exhibits updated, A & C Minutes/Agendas added to Boards & Commissions, General Information, Public Art.
- Friends of the Hearst Website: Index and Press page updated on a weekly basis. Pages updated monthly: events, education, exhibits, and services.

HIGHLIGHTS from Angie Hickok, Education Coordinator:

- Attended weekly staff meetings
- Communicated open shifts, and upcoming instructor staff meeting dates/times.
- Scheduled staff to classes, workshops etc.
- Bought supplies to maintain classroom.
- Oriented new staff – Education Assistant
- Supervised the organization of classrooms by Ed Assistant
- Coordinated all board packets and minutes for the Art & Culture Board meeting
- Sent May Art & Culture Board meeting minutes to Board

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- Supervised and delegated duties to Ed Assistant
- Supervised and delegated duties to Ceramic Lab Tech
- Coordinated 2 Girl/Boy Scout workshops
- Coordinated 3 birthday parties
- Ed Assistant coordinated 4 sessions of outreach art activities to senior centers
- Ed Dept. delivered new summer brochures to community senior centers
- Ed Coordinator attended a planning meeting at the Cedar Falls Library for LitCon
- Ed Coordinator hired 3 new instructors- completed appropriate paper work
- Held an all instructor staff meeting- developed power point, updated contact info, went over upcoming programs and rules
- Designed and ordered new staff t-shirts
- Ordered white erase 3 month calendar for organization
- Coordinated 3 tours- Nashua-Plainfield kindergarten, UNI preschool, North Tama High
- Communicated with multicultural community leaders to speak at summer camps
- Coordinated with Green Iowa AmeriCorps to set up supplemental activities for summer camps
- Received, Reviewed and awarded 2 scholarships to summer camp
- Sent request for background check for a youth volunteer for summer camps
- Organized payment to rug making instructor Marty Wurth

Respectfully submitted,



Heather Skeens, Cultural Programs Supervisor
Hearst Center for the Arts

Hearst Center for the Arts Activity Report - Cultural Division

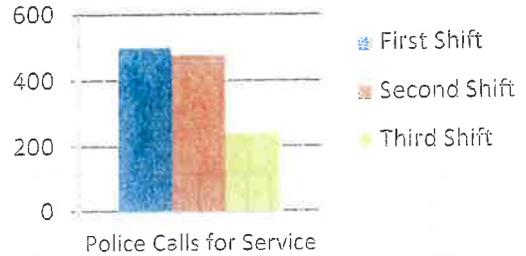
ATTENDANCE	November	December	January	February	March	April	May	June
# of Days Open to Public	22	24	27	24	26	24	27	
Door Counter	1356	1069	1749	1446	2051	2417	2363	
Sculpture Garden (estimated)	200	150	150	150	150	200	250	
Average visits per day	70.73	50.79	70.33	60.25	84.65	109.04	96.78	
VISIT PURPOSE								
Exhibition (walk-in)	372	102	133	224	272	251	319	
Exhibition Receptions	0	53	104	40	0	553	78	
Meetings	73	18	52	42	35	49	96	
Youth Classes	15	0	642	362	69	323	214	
Adult Classes	92	0	134	46	52	127	72	
Messy Mornings	22	12	42	30	32	36	24	
Camps	0	0	0	50	236	0	0	
Birthday Parties	0	43	64	45	91	55	23	
Workshops	41	45	73	15	12	10	26	
Tours	0	0	0	30	43	0	99	
Rentals	25	84	37	39	27	292	608	
Ceramics Lab	16	9	27	30	17	21	19	
Public Programs	161	64	149	170	636	395	198	
Thursday Painters	67	89	92	87	114	93	118	
Volunteers / # of hours	n/a	7 / 17	2 / 6.5	3 / 6.5	29 / 96	7	4 / 10	
Other	672	700	200	236	415	212	469	
SERVICES OFFERED								
Youth Classes	4	0	16	8	3	18	11	
Adult Classes	7	0	20	4	5	12	4	
Rentals (inc. recitals, etc.)	2	2	2	2	2	7	13	
Community Group Mtgs	4	2	3	6	8	9	12	
Messy Mornings	4	3	4	4	3	4	2	
Camps	0	1	0	1	5	0	2	
Birthday Parties	0	1	2	2	3	2	1	
Workshops	3	6	4	1	4	2	2	
Tours	0	0	0	1	2	0	4	
Public Programs	4	8	7	6	9	8	9	
Thursday Painters	4	4	4	4	5	4	5	
Exhibition Receptions	0	1	1	1	0	1	1	
DIGITAL TRAFFIC								
E-News Subscriptions	1140	1153	1419	1412	1412	1412	1412	
Facebook Views	10421	9210	8270	8110	8021	7815	8021	
Facebook Followers	1459	1469	1476	1498	1523	1558	1592	
Facebook Event Listings	8	11	8	8	13	9	5	
OFFSITE SERVICES								
Offsite Education Encounters	30	377	0	0	320	349	0	
Offsite Education Programs	1	3	0	0	5	3	0	
Community Committee Mtgs	2	1	4	7	5	5	5	
MEMBERSHIPS								
Total Friends Memberships	166	169	174	171	170	183	177	
New/Renewed this month	48	33	25	34	11	12	3	
PRESS								
Newspaper	2	2	2	5	2	2	2	
Radio interviews, ads	41	2	0	0	0	1	1	
Press Releases	2	2	1	4	1	2	3	
Ads, other (Facebook ads, etc.)	2	1	1	3	2	1	6	

Item E.1.d.

DEPARTMENT OF PUBLIC SAFETY MONTHLY REPORT MAY 2018

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	504	480	244
Traffic Stops	123	115	122
Arrests	18	24	21



FIRST SHIFT – Captain Jeff Sitzmann

- First Shift Officers continue to cover Fire staffing while on-duty as Patrol Officers.
- Officer Marcotte attended Bike Officer Certification at the Iowa Law Enforcement Academy.
- Lieutenant Schreiber coordinated the Chamber of Commerce building move on 05/09/18.
- Lieutenant Heuer attended county wide software functionality meetings for the Request for Purchase for Shieldware replacement from 05/22/18 to 05/24/18.
- Officers assisted with elementary school tours during the month of May. Officers showed students the building, squad cars and answered questions from the students.
- Officers responded to numerous crashes in the area of Highway 58 and Greenhill Road over the month of May causing some traffic delays for motorists in the area.
- Officers responded to an apartment complex on a report of a roommate that was using and possessing drugs. The suspect admitted to a drug problem and consented to a Search which resulted in her arrest for Possession of Cocaine.
- Officers were dispatched to the parking lot of the Days Inn on a report of a Robbery at gunpoint. The investigation determined that no gun was displayed and the parties involved knew each other. The suspects had rummaged through a car and took the ignition key.
- Officers responded to a subject loitering outside of a business and harassing customers. Officers made contact with a subject who refused to cooperate but admitted he had been smoking a lot of crack cocaine. He was placed under arrest after he handed Officers his crack pipe.
- One subject was arrested for Assault Causing Serious Injury, Possession of Marijuana 2nd Offense, Possession of Cocaine 2nd Offense, and Possession with Intent to Deliver Prescription Drugs. This was an on-going investigation that began after a subject reported being assaulted her boyfriend and being hospitalized because of it.
- While Officers were working an accident at Highway 58 and Viking Road a vehicle was stopped for a Traffic Violation. The subjects in the vehicle did not have proper identification and Immigration and Customs Enforcement was contacted. It was determined that all five of the subjects had been deported before. Immigration and Customs Enforcement wanted the subjects detained and they came to the Police Department to pick them up. Officer Carman assisted in transporting due to the number of subjects involved.
- A subject reported being Harassed a by a Defendant in a case where she had to report for Jury Duty but was not selected. Follow-up was done with the Black Hawk County Attorney's Office and the Department of Corrections. A Warrant was obtained and the subject was arrested. A No-Contact Order was also issued.
- Officers responded to a Cedar Falls residence for an Assault which turned out to be a Domestic Assault where the suspect was also holding a knife to his wrists during the incident. The suspect was taken to the Hospital for evaluation and a Court Order was issued to the Hospital. The suspect was released on 05/28/18 and placed under arrest for Assault Domestic Assault Causing Injury, Domestic Assault Strangulation, False Imprisonment and Child Endangerment.
- A subject was arrested for 2nd Offense Possession of Marijuana and 2nd Offense Possession of Methamphetamine after Officers were called to a motel on a complaint of a subject asking the Reporting Party to buy Pseudoephedrine. A Consent Search of a room was conducted and the subject was placed under arrest.
- Officers responded to Sartori Hospital on a report of a Sexual Assault. The investigation continues.

SECOND SHIFT – Captain Jeff Harrenstein

- A Traffic Stop led to the arrest of an adult male for Driving While License Revoked.
- Officers were dispatched to a Personal Injury Accident at Highway 58 / Nordic Drive with possible entrapment.
- Officers responded to a Shoplifting in progress at Wal-Mart and the female subject ditched the shopping cart in the lot and left in an older pick-up truck. Investigation continues.
- Officers responded to a Larceny in progress at Von Maur and two Juvenile females were taken into custody. Subsequent investigation found they had been shoplifting at multiple businesses. They were both charged with Theft 4th and Theft 5th.
- Officers conducted follow-up on a stolen motorcycle case and arrested a 17 year-old male for Theft 2nd Degree and Burglary 3rd Degree.
- One subject arrested for Theft 5th Degree at Wal-Mart.
- Officers arrested a subject for Interference With Official Acts, Operating While Intoxicated, Driving While Suspended and Eluding after a short vehicle pursuit.
- Officers responded to a shoplifter at Wal-Mart. One female suspect was arrested and charged with Theft 5th. After a search of her person, Officers located Marijuana, Drug Paraphernalia and prescription pills.
- Officers again were called to Wal-Mart for a shoplifter. One subject was charged with Theft 5th Degree.
- Officers responded to a Personal Injury Accident near Ridgeway Avenue and Nordic Drive. One female driver sustained a serious head laceration and was transported to the Hospital. Officers remained on scene clearing traffic that backed-up substantially.
- Officers responded to a Motor Vehicle Accident at Hudson Road and Technology Parkway. Officers also responded to Greenhill Road and Hudson Road for an Accident With Injuries. Officers are noticing heavy traffic flow in the outlying areas from Highway 58 and Viking Road, which is causing traffic congestion and accidents elsewhere.
- Officers responded to the area of Five Seasons Trailer Court in regards to a Disorderly subject. It was determined that the subject had assaulted another subject and was arrested for Assault Causing Injury.
- Officers received a report of a vehicle swerving all over the roadway in the area of Highway 58 / University Avenue. An Officer located the vehicle and in the process located six Illegal Aliens. Immigration and Customs Enforcement was contacted and the subjects were transported to Cedar Rapids to be held.
- Officers arrested a female subject for Theft 5th from Wal-Mart.
- Officers working an Accident at Hy-Vee located a Wanted Subject. She was arrested and transported to the Jail.
- Officers arrested a male subject for Operating While Intoxicated 2nd, during a routine Traffic Stop in the 300 block of Main Street.
- Officers were called to Kohl's for a shoplifter. One subject was charged with Theft 5th Degree.
- Officers arrested a male subject for Domestic Assault. The male hit and pushed his 8-month pregnant girlfriend. She had minor injuries.
- Officers were called to Wal-Mart for a shoplifter that loss prevention believed was "on something". The subject was arrested for Theft 5th.
- Officers were called to Von Maur for a shoplifter. The subject was located and charged with Theft. Drug charges are pending from a suspected Methamphetamine pipe located on the subject.
- Officers were called to 700 West Ridgeway Avenue after a vehicle ran into several parked cars. The driver was located by Officers and was found to be very intoxicated. The subject was charged with Operating While Intoxicated 3rd Offense.
- Officers were called to Wal-Mart and Target for Shoplifting incidents. One adult female was charged with Theft 5th from the Wal-Mart incident. At Target an adult female was charged with three counts of Theft 3rd Degree and one Juvenile was charged with Theft 5th.
- Officers were requested at the Urgent Care at Prairie Medical Park for a Suicidal subject. Officers assisted Paramedics with the subject, who had to be involuntarily committed to Covenant Psych.
- Officers responded to a motorcycle accident on Cottage Row Road. It was determined that the driver of the motorcycle lost control and that there were no other vehicles involved. The driver sustained minor injuries including a possible broken hand.

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- Officers responded to The Falls for an intoxicated male. Officers made contact with the subject who was highly intoxicated and disorderly towards Officers and pool staff. The subject was arrested and charged with Public Intoxication.
- Officers conducting a traffic stop in the 2700 block of Center Street, located a wanted subject. The subject had a Mittimus to serve 10 days in Jail; he was also wanted for Contempt of Court and Non-Payment of Child Support.
- Officers were dispatched to the report of a fight at The Falls. A male Juvenile was arrested and charged with Assault Causing Bodily Injury.
- Officers following-up on a call from 5/27/18 arrested a male and female subject for Child Endangerment. The subjects called the Police Department and advised they had been drinking all day and were not feeling right. They were caring for their nine year-old grandson at the time. Both subjects were highly intoxicated, testing well over .200.

Other Activity:

- Second Shift covered staffing for 16 fire shifts with Public Safety Officers during the month of May.
- Officer Hernandez was in Field Training Officer with Officer Copp during the month of May.
- Second Shift began locking the Rapp Gas Station and continued to lock the Compost Facility during the month of May.
- Officer Schwan attended Police Bike School in Des Moines for a week.
- Lieutenant Yates and Officer Copp attended Major Incident Response Team Training, and participated in a Hostage Negotiations Team scenario.
- Second Shift assisted with the "Ride Of Silence" on 05/16/18, helping a large bike group as they peddled through Cedar Falls streets.

THIRD SHIFT – Captain Mark Howard

- While an Officer was conducting a Business Check at Wal-Mart, the Officer saw a male inside the store with a warrant. The male was arrested without incident.
- Officers were dispatched to a residence on West 20th Street for an intoxicated male knocking on the door, and messing with things outside. He was gone when Officers arrived.
- Officer took a report of a coat stolen from a bar on College Hill.
- Officers were dispatched to a fight in the 1700 block of Olive Street. The victims refused to cooperate. One male (who was the instigator) was arrested for Public Intoxication.
- An Officer came upon a Disorderly incident in front of the Blue Room bar. It was discovered a patron of the bar had been harassing some females. He was arrested for Public Intoxication.
- Officers were called to the apartments above Sub City for a Suspicious male. The male was intoxicated and thought Sub City was a female acquaintance's apartment in Iowa City. He was arrested for Public Intoxication.
- Waterloo Police Department had a Burglary suspect under tracker surveillance. He was in the areas of Eden Way / Blythe Street. An off-duty Waterloo Police Department Officer followed the suspect truck as it left the area. The vehicle was stopped by Cedar Falls Police Department Officers. The suspect was interviewed and released, with the stolen property and burglars tools seized. Waterloo Police Department will be charging in the future as one large Burglary case.
- Officers responded to a report of a vehicle going into the water in the 1400 block of North Cottage Row. Four Squad Cars and Fire Department responded. A thorough search was completed of the area, but nothing was found. It appears the report was unfounded.
- Officers responded to an unresponsive male at the Pump Haus. When Officers arrived, he was responsive, and just intoxicated. Friends took responsibility of the male.
- Officers received a report of a patient who just left Sartori Hospital who was under the influence of alcohol and Morphine. Officers were unable to locate him.
- A 76 year-old female patient at the Western Home reported she was Raped. The patient has Dementia, and there was no physical evidence of a Sexual Assault occurring. In addition, staff said no males were on her floor at the time of the alleged incident. An interview and Sexual Assault Kit was still completed, with information being forwarded to Investigations.
- A large fight was reported in front of the Social House. The fight broke up upon Officers' arrival. Several suspects ran from Police. One was apprehended at Hidden Valley Apartments.

- Officers responded to three males fighting on the Barmuda bus. All three were arrested for Disorderly Conduct.
- Officers responded to a business alarm at I-Tech. The front door was broken. Three Black Hawk Sheriff Officer Deputies responded to assist with a perimeter and search of the building. The suspect left prior to Officer's arrival. High dollar amounts (unknown how much) of electronics were stolen from the business. Investigator Belz was called in to process the scene.
- Officers assisted with a Runaway reported on Second Shift. The Runaway was located and turned over to his parents. The Runaway also had items that did not belong to him. They were seized and logged in as found property.
- Officers were called to McDonald's on Main Street for a male in the lobby making employees nervous. Officers made contact with the male and he checked OK. He was advised and sent on his way.
- Officers were called to a vandalism that had occurred to an apartment. It was learned that the victim's ex-girlfriend had done damage to things in the apartment. He did not want to pursue the case.
- Officers checked numerous building sites that are under construction for possible Burglaries.
- Officers responded to a male that was passed out in front of a business on Main Street. It was learned that the male had stumbled to the business and then sat down. Officers made contact and the male was arrested for Public Intoxication 3rd Offense.
- Officers responded to Target Distribution on the report of an ex-husband that was waiting outside of the business for his ex-wife while she was working there. Contact was made with the male and he was warned and advised to leave the area. He was sent on his way. The male would later be found in Waterloo following his ex-wife. The male was arrested and we assisted with reports.
- Officers assisted in the house move throughout Downtown by putting up traffic cones and providing Traffic Control.
- Officers were called to Domino's Pizza for a female that was passed out in the store and was unresponsive. Officers found the female breathing, but she would not wake up. She was transported by Ambulance.
- Officers responded to a Burglary in progress at an apartment complex. Upon further investigation, it was found that a male was visiting a different apartment and he had walked into the wrong one. Contact was made with both the Reporting Party and the male. Everything checked OK.
- Officers responded to a missing 22 year-old autistic male. The male went for a walk and never returned home. Family contacted Police Department after searching for him. Officers checked the area, and located him inside a neighbor's residence. He was fine, and was just visiting the neighbors.
- Officers responded to a Suicidal male at a residence on West 8th Street. Earlier in the day, the male had gone to the Hospital for being suicidal. He was released, and returned home where he was still suicidal and very emotional. Family was with the male and was remaining with him for the night.
- Officers called to VooDoo Lounge for a subject very intoxicated. Subject was taken to Hospital by Ambulance. Officer had to drive Ambulance, so patient could be tended to.
- Officers called to an assault at Cypress Avenue and Maple Street. The dispute was over friends trying to keep an intoxicated male from driving.
- Officers were called to Springbrook Drive for a subject who would not pay cab driver. Subject ran from Police and was arrested for Theft 5th, Public Intoxication 3rd and Interference.
- Officers responded to two females shoplifting at Wal-Mart. The suspects fled on foot prior to Officer's arrival, and have not been located.
- Officers responded to a large (100+) party in the 700 block of Iowa Street. The party was shut down and a landlord accountability form was completed.
- Officers while conducting a Business Check at Kwik Star on the Hill, noticed a subject urinating on the wall of the building. Subject was arrested for Public Intoxication.
- Officers responded to a Suicidal male at a residence on West 8th Street. The male voluntarily went to the Hospital.
- Officers were called to a residence on West 5th Street for subject trying to get into the house. Officers located subject in his boxer shorts and standing on the porch. The subject did not live there and thought he was in Algona, Iowa. Subject was arrested for Public Intoxication.
- Officers were called to a residence on Delta Street for an Assault. The parties involved are EPI clients. Officers mediated their dispute, and they were separated for the night.

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- Officers were called to an intoxicated male at Casey's on Main Street. Officers arrested a male for Intoxication. It was the third time in less than a week that the male was arrested by Third Shift for Intoxication.
- Officers were called to a Suspicious male at the Extended Stay. Officers dealt with a male that they are aware of who has several mental health problems. After a while, Officers were able to get the male transported to Allen Hospital.
- Officers assisted Tri-County Drug Task Force with the service of a Search Warrant in Cedar Falls.
- Officers arrested a male following a Traffic Stop on his vehicle. The male was arrested for Operating While Intoxicated 1st Offense and Marijuana Possession.
- Officers were called to an address where the morning newspaper delivery person noticed that the papers were piling up by the front porch and that the front door was wide open. Officers investigated and found the female that lives there had died inside. Information handled.
- Officers were called to the Social House for a subject fighting with employees. Subject was arrested for Public Intoxication and Disorderly. Subject was too intoxicated and was taken to the Hospital by Ambulance from the Police Department. He turned himself in on the 05/20/18 and was then taken to Jail.
- Officer stopped a vehicle for swerving. Driver was arrested for Operating While Intoxicated.
- Officer took a report of a Hit and Run in front of VooDoo Lounge. The run vehicle was later discovered during a different call.
- Officers were called to a Loud Party on West 12th Street.
- Officers were called to a residence on Main Street for a subject refusing to leave a residence. The subject was subsequently charged with Disorderly Conduct, Trespass, Operating Without Owner's Consent. Officers were also able to determine that this subject was the driver of the run vehicle from a Hit in Run earlier in the night.
- Officers were called to a residence on Ford Road for two subjects who broke into the residence. The subjects were wearing masks and came in through a back door. Officers were not able to locate anything.
- Officers called to a residence on West 18th Street for possible shots fired. When Officers talked to neighbors, they believed it was fireworks. Nothing was found.
- Officers were called a couple of times to a residence on the north end of town. The report was of a Disorderly female at a residence. Each time Officers responded the female had fled the area. Officers searched the area after the second time and found the female wandering around. She was arrested for Public Intoxication.
- Officers were called to the old AEA267 building on Cedar Heights for an open door. Officers searched the building and found that forced entry had been made. Evidence was collected inside of the building and on the roof. The building is vacant and it does not appear that anything was taken from inside. Investigations Unit was called.
- Officers were called to the Reporting Party's address. The Reporting Party was calling from New York because she had heard that her son had recently gotten out of rehab and he was at the home. The Reporting Party was concerned that the son might do damage to the home. Officers made contact with the son at the residence and he had an outstanding Probation Warrant. He was arrested and the Reporting Party was notified.
- Officers made contact on 23rd Street with a male and a female arguing. There was nothing physical and they were each sent their separate ways for the evening.
- Officers were called to the Casey's on Main Street by an off-duty Officer working security. The report was of a vehicle that arrived at the store where the driver was believed to be intoxicated. Officers from Shift conducted Sobriety and the driver was arrested for Operating While Intoxicated.
- Officers were flagged down in front of VooDoo Lounge for a fight that was happening out in the street. Officers arrived to find a large group of people arguing. It took several Officers to get the crowd to disperse. One subject was arrested for Disorderly Conduct.
- Officers were dispatched to an erratic driver by Highway 58 and Ridgeway Avenue. The report was the driver was traveling on two flat tires. Officers found the vehicle stopped on the on ramp to Highway 20. The driver was arrested for Operating While Intoxicated. Further investigation found the driver took his vehicle through the construction cones on Highway 58 and went into the ditch. Scene security at Highway 58 assisted in determining the location of the crash.
- Officers arrested a subject in front of the PumpHaus for Public Intoxication.

- Officers were called to an abandoned 911 that came in by cell phone. The cell phone was plotted to the area of Maple Street and Cypress Avenue. The area was checked, and contact was made with a possible house on Maple Street. Everything checked OK and it was possibly a misdial on their phone.
- Officers were called to a vehicle that went off the roadway at a high rate of speed on Highway 20 and there was no one around. A search of the vehicle and the car determined that there was not an ejection. Officers attempted to locate a Registered Owner, but he has not been located yet.
- Officers were called to a Disorderly out on Lincoln Street at the trailer park. Second Shift was out there earlier, and the two subjects were intoxicated then. When Third Shift Officers arrived, they were even more intoxicated. One of the subjects made contact with a friend in the trailer park and went over there to sleep it off.
- Officers were called to a Suspicious male on Highway 58 trying to flag people down and that he was wearing all black. Officers found the subject and made contact with him. It was learned that he was on Highway 20 going east on his motorcycle and he was hit by a deer. The male was transported to the Hospital for leg injuries, and Officers found his bike and completed a report.
- Officers assisted with a Road Rage incident that started in Waterloo. Officers spoke with the victim, and assisted with getting him safely to his residence. Officers stopped a vehicle that may have also been involved, but the victim could not identify the other individuals involved.
- Officers responded to a residential intruder alarm on River Ridge Rd. The homeowners were upstairs asleep when the alarm activated. Officers searched the residence, and there were no intruders or signs of attempted burglary.
- Officers took a report of a Burglary to an apartment on West 8th Street. Several gaming electronics were stolen from the residence.
- Officers observed an intoxicated male walking at 2nd / Main Streets. Before Officers could make contact with him, he entered The Space at 109 East 2nd Street, through an unlocked door. The business was closed. The male was arrested for Public Intoxication (second time this month). The owner was contacted and did not want him arrested for Trespass.
- Officers located two teenagers who were walking in the area of 3rd Street / Crescent Drive possibly looking into vehicles. Officers could not prove they were committing burglaries. An Intelligence Report was completed.
- Officers were conducting Bar Checks on College Hill, when employees at Little Bigs requested assistance with a male passed out on the floor. An Ambulance was summoned, and the male was examined by Paramedics and released. The male was arrested for Public Intoxication.
- Officers arrested an underage female for Operating While Intoxicated 1st Offense and various traffic offenses from a Traffic Stop.
- Officers responded to a Burglary to the old AEA 267 building. The suspect forced entry into the building, but the building is empty.

INVESTIGATIVE UNIT – Captain Michael E. Hayes

- Two Investigators attended the Area Investigators meeting.
- Captain Hayes attended the Family Children's Council Executive Board meeting.
- Officer Belz took evidence to the State Lab for processing.
- Captain Hayes met with the new territory manager for Watch Guard Video. Watch Guard is the vendor for our body and car cameras.
- Investigator arrested a male subject for Burglary in the Third Degree (Class D Felony) and Criminal Mischief in the Fourth Degree (Aggravated Misdemeanor). He is accused of breaking into L&M Transmission's fenced in area and stealing a vehicle. The vehicle was involved in a chase in Waterloo where he was arrested on several charges, including Theft of the vehicle. In interviewing him, it was determined that he broke into the fenced in area and took the vehicle. While in possession of the vehicle he painted it black. The incident occurred on April 10, 2018.
- Captain Hayes attended the Family Children's Council HR meeting.
- Investigator called in to assist Second Shift at University Inn. The subject was having some type of psychological issue and would not answer the door for Officers. He finally came to the door and was taken to the Hospital for a mental evaluation.
- Investigator began follow-up on the iTech Burglary from over the weekend. Several Apple computers were taken after the suspect(s) broke through the front door.

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- Two Investigators / Public Safety Officers took their Firefighter One Test.
- Captain Hayes attended the Family Children's Council Board meeting.
- Investigator arrested a male subject on three counts of Sexual Abuse in the Third Degree, Class C Felonies. The charges stem from him having repeated sexual encounters with a Minor female at a residence in the southern part of Cedar Falls.
- Investigators assisted First Shift with a Robbery near Days Inn. The victims state that they were approached by several males looking for money. No money was taken, but the keys belonging to the owner of the vehicle were taken. The investigation into the incident continues.
- Two Investigators / Public Safety Officers attended Fire Training.
- Investigator arrested a male subject for one count of Forgery, seven counts of Credit Card Fraud, and one count of Theft in the Fifth Degree. The charges stem from an incident that was reported in March of this year when the victim had his debit card taken from his vehicle. During the investigation, video was obtained from stores in which the debit card was used. The male subject was seen using the debit card in these videos. He is being held in the Black Hawk County Jail.
- Investigator prepared Sexual Assault cases from 2012 – 2014, for State Attorney's Office. The cases will be sent to them for review reference the Sexual Assault Kit Initiative.
- Two Investigators attended Training on the writing of Search Warrants. The Training was held in Waterloo.
- A male subject was arrested for a construction site Burglary that occurred on 05-05-15 near the intersection of Eden Way / Blythe Boulevard. He was also arrested by Waterloo Police for several construction Burglaries in their City.
- School Resource Officer Ladage and Captain Hayes assisted Southdale Elementary School with an on / off site Emergency Drill.
- Investigators assisted Third and First Shifts with an unattended death at a residence on Clearview Drive. An elderly female was found deceased in her residence. Cause of death was natural causes.
- Investigator attended case review meeting for the Child Protection Center.
- Investigator was called in to process a Crime Scene at the old Area 267 building. Someone had broken into the building. It is unknown if anything was taken.
- Investigator assisted at the Children's Protection Center in an interview reference a possible Sexual Assault involving a child.
- Warrants were issued for a subject for two counts of Trespass. He is accused of getting into garages in September of 2017. DNA came back from blood found in both garages that matched the suspect's.
- Investigator applied for an Arrest Warrant for a subject for Second Degree Theft. Subject had pawned a guitar that had been stolen from a residence in a Burglary in 2017.

Case Information For Month:

- Cases Assigned: 17
- Cases Closed Inactive: 8
- Cases Closed Exceptional: 5
- Cases To County Attorney For Review: 2
- Cases Closed By Arrest/Warrant: 8

Cellebrite Extractions (Investigator McNamara):

- On 05-07-18, extracted data on cell phone for a Fraud case that a Cedar Falls officer was investigating.
- On 05-10-18, extracted data on three cell phones for a Robbery / Theft in the 5th Degree case that a Cedar Falls Officer was investigating.
- On 05-22-18, extracted data on a cell phone for a Fraud case that Waterloo Police were investigating.
- On 05-29-18m extracted data from a cell phone on a Narcotic Violation incident that a Cedar Falls Officer was working.
- A total of seven phones were examined during the month of April, 2018.

School Resource Officer:

- On 05-01-18, School Resource Officer Ladage gave four presentations on the Bad Effects of Drugs to Sixth Graders at Lincoln School.
- On 05-03-18, School Resource Officer Ladage assisted with an out of control student at Orchard Hill School.
- On 05-08-18, School Resource Officer Ladage presented seven classes on Cyber Safety at Cedar Falls High School.

- On 05-09-18, School Resource Officer Ladage presented four classes on Cyber Safety at Cedar Falls High School.
- On 05-11-18, School Resource Officer Ladage conducted classroom talks to Fifth Graders at Cedar Heights School on Internet Safety.
- On 05-11-18, School Resource Officer Ladage conducted classroom talks to Fourth Graders at Cedar Heights School on Bullying.
- On 05-12-18, School Resource Officer Ladage worked the Cedar Falls High School Prom.
- On 05-14-18, School Resource Officer Ladage presented Internet Safety Talks to Fifth Grade students at Cedar Heights School.
- On 05-14-18, School Resource Officer Ladage conducted classroom talks to Fourth Graders on Bullying at Cedar Heights School.
- On 05-22-18, School Resource Officer Ladage assisted St. Patrick's School with a picnic on their last day of school. This included making sure children were able to cross the street safely on their way to the park.

CSI Report:

- During the month of May, Officer Belz finished purging property associated with closed cases from 2013.
- During the month of May, Officer Belz attended the Department's Annual Firearms Qualification Training, and attended Training on Search Warrant writing given by the Midwest Counterdrug Training Center.
- Property from 24 closed cases from 2012 were destroyed.
- Property from 82 closed cases from 2013 were destroyed.
- Thirteen items of found property from 2013 were destroyed.
- Fifteen items of property were released to their owners.
- Eleven items of physical evidence were processed in the Crime Lab.
- Seven items of evidence were taken to the State Crime Lab for processing.

Calls Requested For Assistance:

- On 5/5/18 Officer Belz assisted Third Shift Officers with processing a Construction Site Burglary on Eden Way.
- On 5/6/18 Officer Belz assisted Third Shift Officers with processing a Business Burglary on University Avenue.
- On 5/10/18 Officer Belz assisted First Shift Officers with processing a vehicle involved in a Robbery reported on University Avenue.
- On 5/17/18 Officer Belz assisted First Shift Officers with processing a Business Burglary on Center Street.
- On 5/18/18 Officer Belz assisted First Shift Officers at the scene of a Deceased Person on Clearview Drive.
- On 5/29/18 Officer Belz assisted Second Shift Officers with processing a Residential Burglary on Cottage Row Road.
- On 5/30/18 Officer Belz assisted First Shift Officers with processing the scene of a Sexual Assault on College Street.

Evidence / Property:

- Evidence entered: 68
- CD's entered by officers: 143
- Attorney requests (not video): 13
- Attorney video copies: 150
- Evidence tested for outside agencies: 1
- Property held for safekeeping: 8

POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- Angie Lindley attended Module D Training at Hawkeye Community College for State of Iowa Certification during the month of May. She also took and passed the test for this module working toward her Reserve Officer Certification.
- Reserve Officers attended Monthly Training during the evening of May 8th. Officer Zolondek conducted the Firearms Training and Qualification at the Waterloo Police Department Range.
- Angie Lindley attended each May In-Service Firearms Training Session working toward her 40 hours of necessary initial Firearms Training.
- Reserves worked 30 hours of "on-duty" POC time this month.
- Reserve Officers utilized the new Gator to conduct Patrols of the local trails.

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- Reserve Officers worked during Second and Third Shifts handling incidents and tasks such as Suspicious Calls, Traffic Hazards, Loud Parties, Checks of commonly Burglarized areas, Prisoner Transports, and Traffic Enforcement.
- Reserve Officer Buck is on Light Duty due to an off-duty injury. He is expected to be released to duty the first week of June.
- Reserve Officer Sterrett continues to be on Medical Leave.
- In the month of May, the Reserve Unit logged a total of 145.25 hours of Ride Time and Training. The hours for each Reserve Officer are as follows:

NAME	HOURS
Bostwick	26
Brown	21.25
Buck	Light Duty
Burg	11
Clark	15.5
Cross	4
Erickson	0
Griffin	10.5
Husidic	13.75
Jaeger	25
Lindley	14.25
Sterrett	Medical Leave
Wright	4
TOTAL	145.25

POLICE TRAINING EVENTS – Lieutenant Tim Smith

- NCIC Recertification exams.
- Documents have been submitted for future Training.
- In-Service Training: Handgun Training.
- Officers Babic, Hancock, Young, Danilson, and Reimers are at Iowa Law Enforcement Academy.
- Officer Hernandez completed his Phase II of Field Training Officer and has started his Shadow Phase.
- Officer Russell graduated from Iowa Law Enforcement Academy and is currently in his Phase III of Field Training Officer.
- Lieutenant Smith attended a Fire and Emergency Instructor Course in Davenport, Iowa.
- Lieutenant Beckner attended an 8-hour Read, Recognize and Respond class at Hawkeye Community College.
- Captain Howard attended an Executive Leadership Class in Marion, Iowa.
- Captain Howard started his Police and Command Class online through Northwestern University.
- Officers' McNamara, Mercado, and Marcotte attended a one-day Search Warrant Course at Hawkeye Community College.
- Officers' Schwan and Marcotte attended a 40-hour Bike Officer Patrol Course at Iowa Law Enforcement Academy.

POLICE RECORDS – Lieutenant Tim Smith

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

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<u>POLICE STATISTICS:</u>	<u>May 2018</u>	<u>Total 2018</u>
Group A Crimes		
Murder	0	0
Kidnapping / Abduction	1	1
Forcible Rape	2	8
Forcible Sodomy	0	0
Forcible Fondling	1	7
Robbery	1	6
Assault	9	63
Arson	1	1
Extortion / Blackmail	0	1
Burglary / B&E	16	64
Theft	47	235
Theft / Motor Vehicle	3	11
Counterfeit / Forgery	1	17
Fraud	12	40
Embezzlement	0	1
Stolen Property	1	4
Vandalism	16	57
Drug Offenses	7	67
Porn / Obscene Material	0	1
Prostitution	0	0
Weapon Law Violation	0	4
Group B Crimes		
Theft by Check	0	0
Disorderly Conduct	11	48
Operating While Intoxicated	7	63
Public Intoxicated / Liquor Violations	16	82
Non-Violent Family Offense	4	4
Liquor Law Violation	0	8
Runaway	1	6
Trespassing	2	11
Other Offenses	12	74
Group A Total:	118	588
Group B Total:	53	296
Total Reported Crimes:	171	884
Traffic Accidents		
Fatality	0	1
Personal Injury	7	44
Property Damage	57	289
Total Reported Accidents	64	334
Driving Offenses		
Driving While Barred	1	6
Driving While Suspended / Revoked	7	19
Eluding / Peace Officer	1	3
Total Driving Offenses	9	28
Alcohol/Tobacco Violations	17	124
Calls For Service	1,602	7,420
Total Arrests	78	430

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CEDAR FALLS FIRE RESCUE

MAY FIRE DEPARTMENT ACTIVITIES:

- Station #1 (Blue Shift):
 - Took Police Department Intern as a Ride Along Observer.
 - Interview with Waterloo-Cedar Falls Courier.
 - One Smoke Detector Check / Installation.
- Station #1 (Green Shift):
 - Took Cedar Falls High School student as a Ride Along Observer.
 - Five Smoke Detector Checks / Installations.
 - Two Station Tours.
- Station #1 (Red Shift):
 - Two Smoke Detector Checks / Installations.
 - One Station Tour.

FIRE ALTERNATIVE STAFF:

- Part-time and POC Firefighters contributed 72 hours of Shift Duty in May.

FIRE RENTAL INSPECTIONS – Battalion Chief Curt Hildebrand

- May Inspections: 77

FIRE TRAINING EVENTS – Lieutenant Tim Smith

- Fire Training In-Service consisted of: Boat Rescue Operations.
- Target Solutions Training Material:
 - CAPCE - Bariatric Patients
 - NFPA 1001 - Ground Ladders
- Public Safety Officers are working through their Public Safety Officer Training Manual at Fire Headquarters.
- Battalion Chief Hildebrand attended a 42-hour Sprinkler System Class in Ames, Iowa.

FIRE RECORDS – Lieutenant Tim Smith

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

FIRE RESCUE CALLS FOR SERVICE

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

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

Cedar Falls Public Safety Grid Map

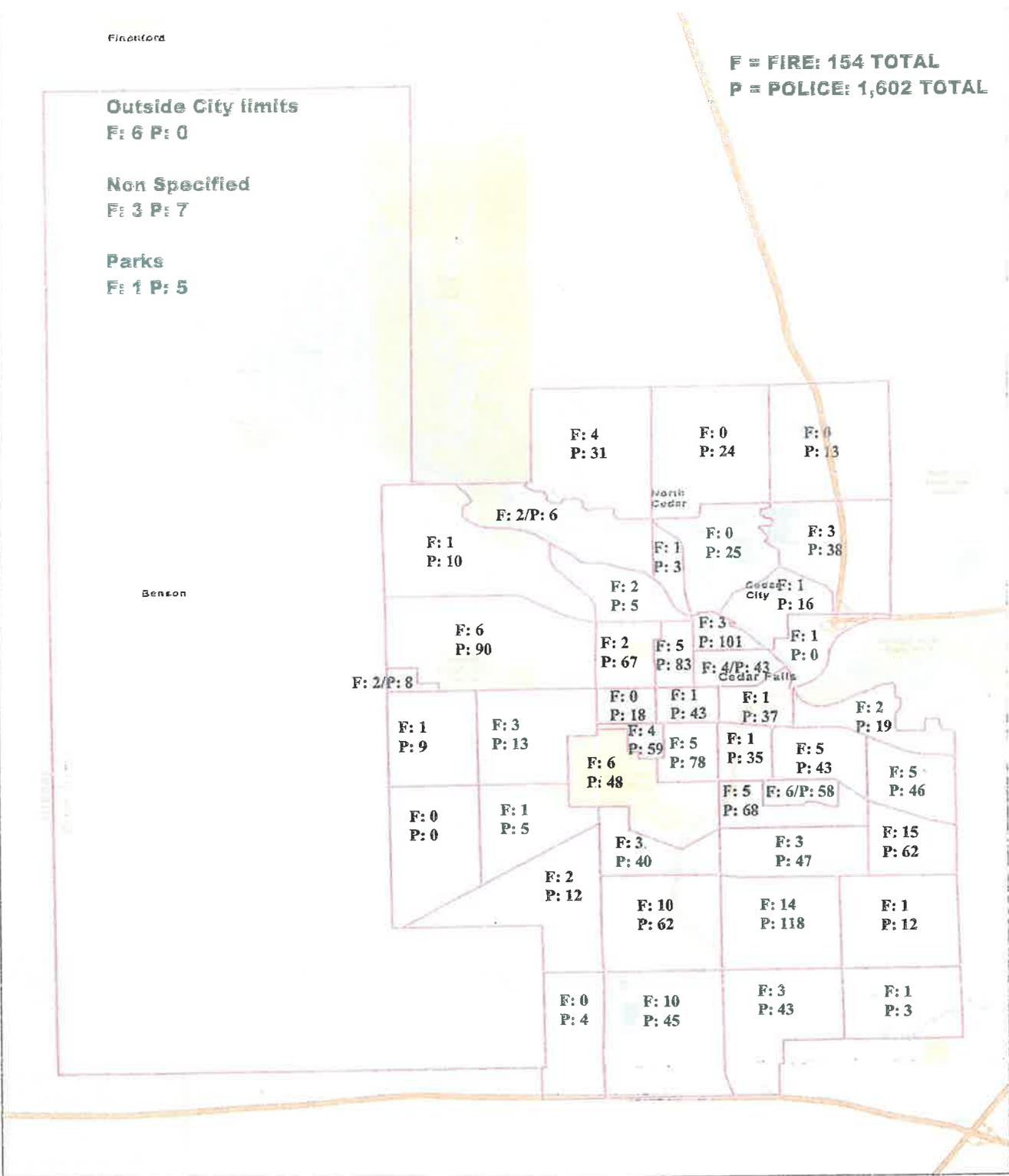
Finetford

F = FIRE: 154 TOTAL
P = POLICE: 1,602 TOTAL

Outside City limits
F: 6 P: 0

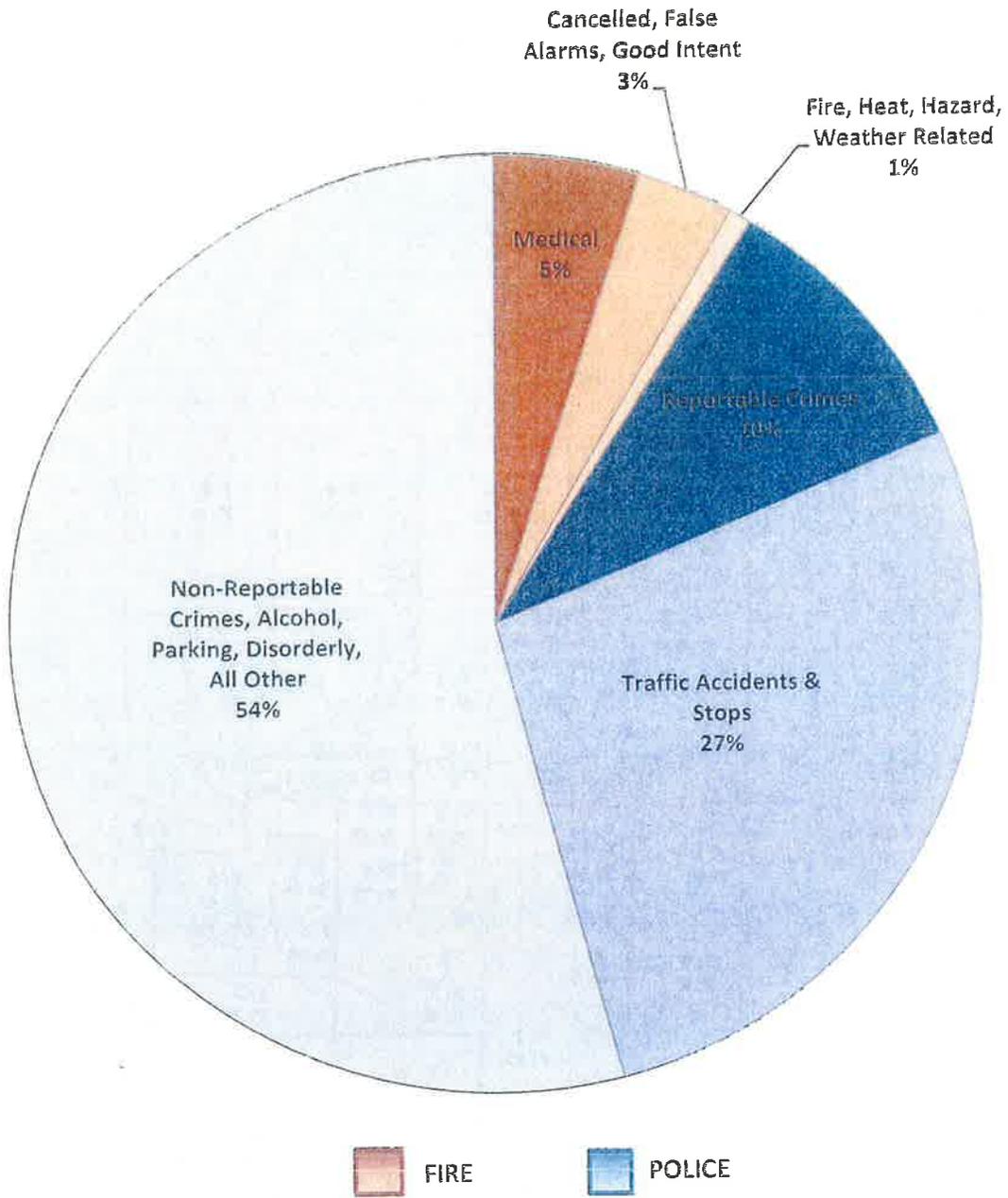
Non Specified
F: 3 P: 7

Parks
F: 1 P: 5



Item E.1.d.

Cedar Falls Public Safety Experience Survey (May)





Business License Application
City of Cedar Falls, Iowa

MOBILE MERCHANT

Includes Vendors, Peddlers, Solicitors, Transient Merchants and Seasonal Businesses
Temporary Structures for Fireworks sales are subject to a Fire Inspection and Inspection Fee

[X] \$ 50.00 per Month for 6 Months [] \$ 500.00 One Year

Business Name: Nelly's Dogs
Business Mailing Address: 210 Main St Cedar Falls IA 50613

Applicant Name: Janelle Wilks (photo ID required)
Applicant Address: 823 Franklin St Cedar Falls IA 50613

Email Address: janellewilks@gmail.com Contact Telephone: 563-505-0398

Dates of Operation: 7/18 - 12/18 (Annual Licenses expire on December 31st)

Description of the business and goods to be sold: (Food sales require submission of Food Service License from the County) Hot dogs, chips, water, pop

Specific location, address, route, or area in which the business is to be operated:
Around Main Street 2nd/Main
Around College Hill 23rd/College

(Site plan required - location subject to applicable zoning, planning, building, and public safety regulations.)

Private Property? [X] Yes [] No (requires written permission from property owner)

Public Property? [X] Yes [] No (requires Council approval)

Have you filed a Surety Bond with the Iowa Secretary of State? [] Yes [] No [] N/A
(Please call the Iowa Secretary of State's Office at 515-281-5204 to verify any Surety Bond requirements.)

Iowa Sales Tax # 83-0816270 (Submit copy) or Exemption #

If operating from a vehicle: N/A
Make Model Year State of Registration License Plate #

Plans for disposal of liquid & solid refuse, waste, garbage, trash & other material:
Hoping to set up in front of Main Street Sweets +
Can dispose there or home. - Private refuse disposal

Item E.1.e.

Items needed to complete the application process.

- Completed Business License Application.
- The full name, permanent address and phone number of the applicant, along with at least one form of identification that includes a photograph of the applicant.
- If operating a motor vehicle as part of the mobile merchant business, proof of a current operator's license.
- A detailed description of the items to be offered for sale. (Include on Application)
- The business name and address as well as the addresses of all locations where the mobile merchant business is proposed to be operated. (Include on Application)
- A detailed diagram and/or photograph of the mobile stand, cart, motor vehicle or other temporary structure to be used for the mobile merchant business, as well as any signage to be used which signs shall comply with Chapter 3 of the Code of Ordinances.
- A detailed site plan diagram if proposed in a stationary location which shall include provisions for patron parking.
- Written permission for use of the property from the owner if operating on private property or approval by the city council if operating on public property.
- Proof of valid food service license(s) from the state and/or county health departments if selling/handling food and/or beverages for human consumption.
- Copy of Iowa Sales Tax Permit.
- Copy of Certificate of Liability Insurance:
 - \$1,000,000 combined single limit with City of Cedar Falls and its employees named as additional insureds against any liabilities that may arise in connection with the operation of the licensees.
- If operating from a vehicle, the make, model, year, state of registration and license number of the vehicle. (Include on Application)
- Plans for disposal of liquid and solid refuse, waste, garbage, trash, and other material used in connection with the mobile merchant business. (Include on Application)
- Once approved, pay fee:
 - \$ 50.00 per month
 - \$ 500.00 for the year (Expires December 31st)

Last Revised 5-30-17

CATER PRO



The Cater Pro will work circles around you and satisfy your adoring fans.

STEAM TABLES

With two full-size commercial steam tables you can cook with a big smile. And a smile is the same as a good idea. Cater Pro's two full-size steam tables will take you to the next level.

BURNERS

Each table has six commercial burners and a hot water tap. The burners will take you to the next level.

PRESSURIZED WATER

Only the submersible pressurized water heater makes hot water. This one does. And you need the water. The pressure is on. Cater Pro's pressurized water heater will take you to the next level.

Item E.1.e.

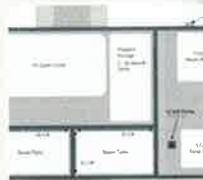
Your New... **CATER PRO** Get the #1 open style professional catering cart in the USA!



THE CATER PRO CART™

The Cater Pro boasts a two commercial steam tables with dual cast iron burners and controls for each. Boil and steam all on the same cart.

Stats!
Weight: 347 lbs.
Construction: Stainless Steel 304 NSF Grade
Length: 63" plus 40" towbar
Width: 56" including fenders
Height: 51" top of bread box



Download and Get Pro-approved Always make sure the cart you want meets the states codes. Simply download and print or email to the Health Department. (<https://cl.ly/1y47042R13R>)

*All information is approximate and subject to change due to updates.

(2)

BUILT TO LAST YOU FOR YEARS

Solid Steel
 Not only is the outside solid steel, but the inside is too. Some may use aluminum frames, but at BenCarts, we use solid steel strength frame construction and material. We won't settle for any less and we would love to hear from you.

Stainless steel, built to last
 We use stainless steel for our cart frames, and food safe stainless steel for food prep areas. We do not use sheet metal or aluminum, so your cart will last for years.

DOT Approved.
 The Cater Pro is street legal, DOT approved for use on the highways and freeways. It comes complete with turn, stop and tail light, approved hitch for your 1 1/2" ball and safety chains. Our frames are bolted and welded for a structure that is more like a tank.

Power Source
 Dual commercial steam tables with twin commercial burners powered by LP Propane Gas. Individual flow control knobs for each burner are standard and allow you to cook more evenly. Burners are lined with holes for even heating and wind resistance. BenCarts uses the best equipment on the market to ensure faithful service from your cart. Enclosed and under the bread box is a hidden storage area for two full size 20# propane tanks. No-enclosed tanks makes for a safer cart and a professional appearance. A single gas line runs from the burners to the propane storage area and allows you to hook up one tank. A commercial high end LP regulator is included.

Ben wants to help you succeed!

DOT APPROVED:
 TRAILER
 LIGHTS
 COUPLER / HITCH
 SAFETY CHAINS
 4 X 8" TRAILER TIRES
 4 WIRE PLAT STANDARD WIRING HARNESS

MORE STANDARD FEATURES	UMBRELLA	BALANCE	CLEANING	TRAVELING
	9 FOOT MARKET UMBRELLA WITH METAL POLE SWIVEL & CRANK FOR EASY OPERATION. STOCKED IN RED.	EASE OF USE IS IMPORTANT AND THE CATER PRO IS BALANCED RIGHT & HELLS EASY FOR ANY ADULT.	CLEANUP IS SIMPLE AND CAN EASILY BE DONE WITH A WASH CLOTH AND DETERGENT OR MILD SOAP.	SAVED SPACE FOR HIGHWAY SPEEDS. YOU DON'T KNOW IT'S BETTER THAN YOU.

(3)

More. You want more?

Removable Tow Bar

The Cater Pro comes standard with a removable tow bar. No more stepping over or around the tow bar. Simply pull the pin and slide it under your cart until you're ready to pack up and go home.

Wheel Leveling Jack

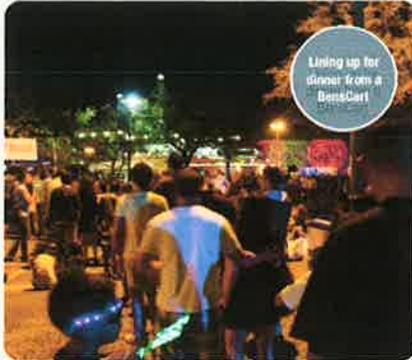
A handy slide up and down leveling bar is permanently mounted on the front and rear of the cart for EZ set up and stabilization.

Breadbox Storage Compartment

Boasting one of the largest bread boxes in the industry, you can easily store 100's of buns no matter the size and still have room for foil and extras. Stainless steel doors outlast and are cleaner than plexi-glass and keep prying eyes off your goods.

Meat and Beverage Cooler

Fully insulated and rated to hold ice for up to 5 days in 80 degree heat. This cooler is best used for storing your meat and condiments. Most vendors prefer an extra large stand alone cooler for their cold drinks.



HERE YA GO...



\$7,000 in 6 Hours...

This stand has vendors with 2-3 months experience and several thousands of dogs in 6 hours. You don't need to be prepared for anything else in your life.

(<http://www.benscart.com>)

[4]

LOADED



You're gonna love it...

Most people get their cart and use it well. The biggest and best money can buy.

The range of items that can be prepared on this cart is only limited by your imagination. Cook breakfast and lunch up for lunch with a full menu from fajitas, big and hot dogs.

Sinks and Water System

The Cater Pro comes standard with a pressurized water system. Includes:

- 12v Pump
- Hot and Cold Faucet
- 5 Gallon fresh water storage
- 7.5 Gallon Waste water tank
- 4 Sinks 5" X 6"

You have the option to have fewer sinks installed on request. If selected, the sinks will be larger. Hot water is supplied via the on-board on-demand instant hot water heater. Waste tank has on/off valve for easy emptying of waste water.

Rear Condiment Table

Exclusive! When the crowds line up you'll be able to serve fast. Serve their hot dogs and they can put the fixins on themselves. You will love the extra space on the Cater Pro Hot Dog Cart.

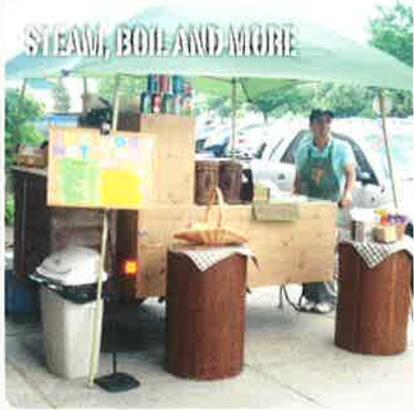
To the right of the steam tables is an area for all your prep and serving needs. You can use a condiment caddy (see pro pak in the BensCarts store) or place whatever you need here for serving.

EZ Access to all your cooking



[5]

Item E.1.e.



STEAM, BOIL AND MORE

Butter Dogs
One of Ben's best selling customers is MARY O'NEAL, a full range of products from the Big Dog. This cart was customized with extra burners. After he received it, Ben up daily to the store.

The Steam Table and Burners
Yes, you can steam, boil and even cook from the steam table. The Cater Pro Cart comes equipped with two full size steam tables. That's huge and it will out perform you. I mean it can cook faster than you can serve. It's that big and bad.

Best of all, you can arrange, mix up and set up your cart any way you like. When Ben sells a cart, it includes a owners manual with links to all the best suppliers for pans, lids and accessories so that you can create the set up that works best for you.

We Customize
Ben's new book, "Hot dogs saved my life" includes even more information on pans and set ups. Check it out at <http://learnhotdogs.com/book>
All product pans and lids are NSF certified and stamped.

CAST IRON - 25 YEAR LIFE	STEAM	BOIL & COOK	LIDS	SPILLAGE
	Perforated Pan A pan with holes or slots to allow steam to seep thru to product.	Direct Heat Pan Sits directly over burner and allows for cooking and boiling.	Lids & Covers Slanted steam table lids are not NSF compliant & can get you failed. Beware	Spillage Pan Solid pan that holds water, other pans fit inside and keep food from searching.

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Cater Pro Cart Upgrades and... **OPTIONS**

Warning:
Make sure your sink allows you to serve the food you want to serve. Most sinks don't allow deep fryers.



Make More Food!
Serve quickly!

Cater Pro Brochure (1).pdf **OPTIONS AIN'T A MUST, BUT THEY SURE ARE NICE**

Don't worry if you can't afford the cart exactly like you want it. I teach people everyday, find the best deal, a used cart or even build one and then let that cart buy your second cart - JUST the way YOU Want IT!



Comments 1
Post
remani46@yahoo.com
I need a price for the cart! Plus shipping to Niagara Falls, N.Y. 14301

2 months ago

UPGRADES

GRILL

A stainless steel grill is available as an upgrade. All states don't allow grills on carts, for details see options tab above or to the right on this page. Mounts in either of two places: (A) off left hand side of steam tables (B) on cart to right of steam tables. [add \$235 or \$265 for left side mount]



AC/DC FRIDGE - FREEZER

Add this upgrade and we will install a 43 or 63 quart chest style fridge/freezer. Your choice to freeze or refrigerate your items. Plugs into normal AC current and can be used with a rechargeable battery for operating on DC current. Digital temperature display and settings option. Replaces the built in



BUILT-IN LP COMMERCIAL GRIDDLE

A huge commercial LP gas griddle. 17" X 25" with grease trap and auto light burner. Control knob for temperature selection and locking grease tray.



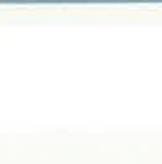
STAINLESS PREP SHELF

This stainless shelf is approx 6" (inches) deep. It is used for prepping and serving on the Cart. Built from Stainless NSF 304 Steel.



TALLER FAUCET WITH PLEXI GLASS SPLASH GUARD

This option may be required by some states to separate the hand wash sink from the ware washing sinks.



STAINLESS STEEL GRIDDLE

Add this stainless steel griddle to your grill and turn your grill into a griddle. Sits right on top of your grill and includes grease trap and handles for easy lifting.

Check the full list of options at (<http://hotdogcartstore.com>)

[8]

Hot Water Heater Specifications:

1. Constant Temperature
2. No electricity needed. LP GAS
3. 37, 500 BTU output rating
4. 18 3/4" tall, 12 1/2" wide and 5" deep
5. Up to 1.5 gallons of hot water per minute
6. Installed to the on board pump
7. Adjustable water temperature from 80-150 degrees F
8. Ignites on demand when you turn on faucet
9. On / off switch for running water without heat
10. Operates with 20-80 PSI of water pressure
11. Minimum flow rate is approximately 1.3 liters per minute
12. 20 minute auto safety shut off timer
13. One year Manufacturer's Warranty
14. Weighs just 12 lbs with gas hose and regulator
15. No pilot. Ignition system powered by 2 D cell batteries (not included)



This on-demand LP Gas hot water heater will allow you to have instant hot water anytime and replaces the old style passive heat systems. Never run out of hot water again. Health inspectors love them and you can install one in about an hour to an existing system.

[IMPORTANT NOTE: all on demand heaters will retain a small amount of water inside the internal components - to avoid damage, either add food safe anti-freeze to lines or protect heater from below freezing temps]

Sinks and Water System Details:

The cart comes standard with 4 stainless steel sinks with a hot and cold pressurized water system with no clog drains, a 5 gallon clear water tank and a 7.5 gallon tank for waste water. You can select 1, 2, 3 or 4 sinks at no additional cost during checkout. Sinks are approx. 5'X 6" and 4" deep. Water system, including all fittings and copper and PEX lines are NSF certified. Choosing fewer sinks will enlarge sinks at no additional cost.

Waste water tank is fixed under the cart body and out of view. It includes a valve for easy draining and comes standard with back flow prevention. Pressure is supplied by the commercial 12v pump (battery not included).

[9]

Item E.1.e.

Market Umbrella

I wanted to show you what a difference it makes to have a real umbrella and not some rinky dinky little umbrella.

We provide a 7 foot canvas umbrella on a metal pole. The pole tilts for blocking unwanted sun. Made to withstand big gusts and even has a handy crank for easy opening and closing.

A Real Umbrella, Big and Beautiful

\$ Included



Roll Top

Some states require a cover over the steam table and a roll top will do the trick in most states. It allows you to cover each steam table and pans with one big lid. Made for simple cleaning and removal.

The other big benefit is you can have immediate access to any pan without having to move lids over and on top of others. Access all your product at once.

Last but not least, the dome allows for stacking products higher for high volume locations.

2 Steam Tables, means 2 Roll-tops \$129 ea.

EZ ADD ONS

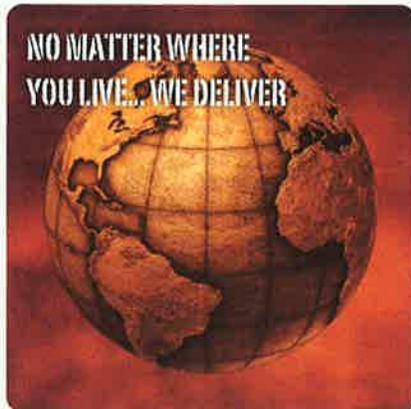


Ben's Carts are in every state and dozens of countries



2 Sink option shown here.

[10]



We Deliver

With US brokers and Customs Brokers, we can ship to you anywhere on the planet.



From Alaska to Hawaii, Guam to the U.K. We crate and ship for you.

Shipping prices are on our website, click the shipping link at the top of any page online. Outside the Continental U.S. please contact Ben for a detailed shipping quote. Freight prices change with fuel so get your quote as close to ordering time as possible. You will love receiving your cart. It's 97% assembled and only requires about 20 minutes to have it ready to go.

Flat Rate Shipping

The Bread Box is laying down when you receive your cart and 6 bolts later, you will be towing one of the best looking hot dog carts around.

What is a terminal? All big cities have freight terminals, so to save money have your cart shipped to the nearest freight terminal. This is a hub where the freight is unloaded, loaded and sent back out. If you live within an hour of a freight terminal, its well worth the drive to go pick up your new cart there.

HOT DOGS SAVED MY LIFE



THE BOOK

Learn the whole business. Ben has recently been published

A COURSE

Not really a book at all, its a complete course in book form.

A TO Z

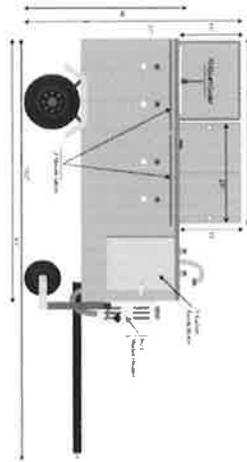
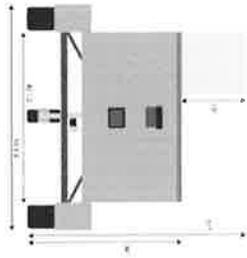
Ben walks you from A to Z and everything in between in the new book.

SECRETS

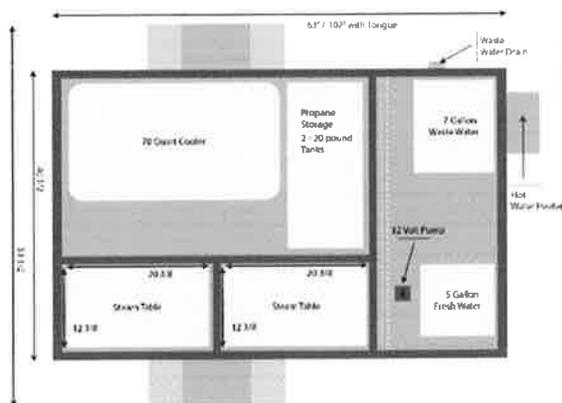
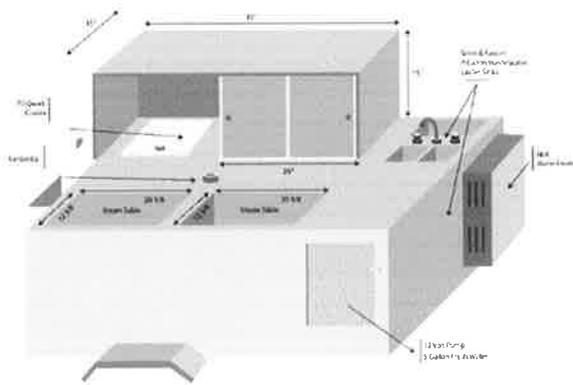
Get all Ben's secrets, tips and tricks. He holds nothing back.

(<http://benhotdogs.com/book>)

[11]



[12]



[13]

Item E.1.e.

NSF, UL and ANSI

Just like UL, NSF works to review, test and to certify compliance of manufactured goods to a set of standards; safety or operational.

ANSI is the acronym for American National Standards Institute, they create certain standards that others can adopt in manufacturing consumer goods. For example: ANSI would be the organization responsible for determining safe chemical compositions a potable water jug. This helps manufacturers from creating a lead based plastic.

NSF and UL inspect, review, test and certify or deny certification of the products made. They are not government agencies and they have competition outside the U.S. also. Just like UL is commonly known as the certifier of electrical components, NSF is commonly known to certify food related products.

You probably haven't seen the NSF or UL stamp on your silverware or your pots and pans at home but it is fairly common to see these marks on commercial applications. Not that it is required, but gives status to the manufacturer of a certain product.

The process of certification is very, very expensive and most manufacturers don't do it. They follow the guidelines set in place by ANSI but without having it verified by the expensive 3rd party.

According to Federal laws, no state can require NSF certification, they can however require it to meet the standard codes. For hot dog carts, it is ANSI standard 59. The error made by some overzealous health inspectors is they will demand your cart have been approved by NSF. (approved is a misnomer, NSF doesn't approve anything - they just verify compliance for a huge fee) They can be held accountable if they demand NSF certification or approval. Please visit <http://www.nsf.org> to report a violation.

Now: What about Ben's Carts?

BensCarts use only NSF, UL certified components on all areas where food is cooked. The entire exterior is NSF 304 Grade Stainless Steel, the sinks, water lines and all pans and lids bear the NSF mark. All other items on the cart meet or exceed the outline provided by Standard 59.

You can tell I am very opposed to an organization that takes advantage of others especially when involving our health and safety. These should be basic rights and not for profit endeavors.

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

[14]

WHATCHA WAIT'N ON?

Lets get started. First things first though.

I know you want to rush out and get a cart now. But don't! Always do your homework first. Buying the wrong cart or one that can't be approved in your state will only hurt us both.

Get some free guidance

Ben has put together one of the best set of get started videos. He walks you step by step through getting started and what to watch for. It's a must see if you are a new - b.

FREE - FREE - FREE

That's right, the videos are free and there for the taking. So do yourself a favor, start with a good foundation and watch the short video series. Simply go to the training section on BensCarts.com

Custom Carts

Before you get all equirmy with ideas of cool things to serve from your cart, watch the videos first. Most people don't realize it and buy a cart with items that they can never use because most states have rules guiding what you can and can't

prepare and sell on your open style hot dog cart.

After that, yes, send Ben an email and get a quote on that cart with 5 deep fryers and 2 cotton candy machines.

BensCarts will build whatever your heart desires. He just doesn't want to sell you an expensive dust collector, so do your due diligence first.



Join us...

From Facebook to Twitter there is no excuse now. You have done what and read this, so we expect to see you there.



Check out our other carts

- The Cash Cow
- The LE Dog
- The Big Dog
- The Big Dog
- The King Kari

Email, TEXT or Call

ben@hotdogcartstore.com

800.442.1232

HOTDOG CARTSTORE.COM

ben@hotdogcartstore.com

[15]

Parking

11'7" →
Door

Street Pole

Door

Window

Sign

CAR

17'1" →

Fire Dept.
Connection

16'7" →

Item E.1.e.

POST IN CONSPICUOUS PLACE

NONTRANSFERABLE

STATE OF IOWA

DEPARTMENT OF INSPECTIONS AND APPEALS

FOOD AND CONSUMER SAFETY BUREAU

FEE \$ 27.00 MOBILE FOOD UNIT LICENSE

NO.171477

MAIN STREET SWEETS - UNIT 1
JANELLE WILKS
210 MAIN ST
CEDAR FALLS, IA 50613

COPY

THE AFORESAID, HAVING DEPOSITED THE REQUIRED FEE, IS HEREBY GRANTED THE ABOVE LICENSE PURSUANT TO CHAPTER 137F, CODE OF IOWA. THIS LICENSE SHALL REMAIN IN FULL FORCE FROM THE DATE OF ISSUE UNTIL ITS EXPIRATION DATE, UNLESS REVOKED OR SUSPENDED FOR CAUSE BY THE DIRECTOR OF INSPECTIONS AND APPEALS FOR NONCOMPLIANCE WITH CHAPTER 137F, CODE OF IOWA OR RULES PROMULGATED PURSUANT THERETO.

- LICENSE FOR FOLLOWING LOCATION -

210 MAIN ST
CEDAR FALLS, IA 50613

DATE OF ISSUE Jun 13, 2018

EXPIRATION DATE **Jun 30, 2019**



DIRECTOR

This license is issued by:
BLACK HAWK COUNTY HEALTH
DEPARTMENT
NORTHEAST IOWA INSPECTIONS

**THIS LICENSE MUST
BE POSTED AT
PHYSICAL LOCATION**

1407 INDEPENDENCE AVE FL 5
WATERLOO, IA 50703-4396

Phone: (319) 291-2413

Email:

Web Site: http://co.black-hawk.ia.us/website_health/mainpage.htm



Iowa Department of REVENUE

Search...

Revenue Home

Your Iowa Business Tax Registration has been successfully submitted. Please print this page for your records.

Within 4-6 weeks, you will receive in the mail:

- Sales Tax & Retailer's Use Tax : A letter containing your Business eFile Number (BEN), your permit number, and a printed permit.
- Consumer's Use Tax & Withholding: A letter containing your Business eFile Number (BEN) and your permit number. The letter will not include a printed permit.

A tax return must be filed even if you had no activity or no tax due.

Press Ctrl + P to print

IOWA BUSINESS TAX REGISTRATION FORM

BUSINESS INFORMATION

Legal Name: NELLY'S DOGS

Trade Name:

Location: 210 MAIN STREET, CEDAR FALLS, IA 50613

County: Black Hawk - 07

Phone1: 563 505 0398

Phone2:

Fax:

Activity: SALE OF HOT DOGS

Prev

Owner:

SALES DEPENDENT TAXES

HOTEL/MOTEL TAX

Permit? Not Needed

AUTOMOBILE RENTAL TAX

Permit? Not Needed

HOUSEHOLD HAZARDOUS MATERIAL

Permit? Not Needed

CONSUMER'S USE TAX

Permit? Not Needed

WITHHOLDING TAX

Permit? Not Needed

CORPORATION/PARTNERSHIP INCOME TAX

Permit? Not Needed

BUSINESS OWNERSHIP

Ownership: Partnership

SIGNATURE

Full Name: JANELLE WILKS

Date: 6/7/2018

BUSINESS DETAILS

Fed ID 83 0816270

Established On: 06/01/18



EIN Assistant

Your Progress: 1. Identity 2. Authenticate 3. Addresses 4. Details 5. EIN Confirmation

Congratulations! The EIN has been successfully assigned.

EIN Assigned: 83-0816270

Legal Name: NELLYS DOGS

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

Continue >>

Help Topics

Can the EIN be used before the confirmation letter is received?

Item E.1.e.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER STATE FARM INSURANCE- RYAN SULLIVAN 1809 UNIVERSITY AVE WATERLOO IA 50701		CONTACT NAME: RYAN SULLIVAN PHONE (A/C, No, Ext): 319-236-1099 FAX (A/C, No): 319-233-0599 E-MAIL ADDRESS: RYAN@RYANSULLIVANSF.COM	
INSURED NELLYS DOGS 823 FRANKLIN ST CEDAR FALLS IA 50613		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company NAIC # 25143 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			95B4V1235	06/21/2018	06/21/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA
 50613

CERTIFICATE HOLDER CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Brown and City Councilmembers
From: Jeff Olson, Public Safety Services Director/Chief of Police
Date: July 5, 2018
Re: Beer/Liquor License Applications

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

Name of Applicants:

- (1) Hy-Vee Market Grille, 6301 University Avenue, Class C liquor - renewal.
- (2) Whiskey Road Tavern & Grill, 402 Main Street, Class C liquor & outdoor service – sidewalk café.

ITEMS TO INCLUDE ON AGENDA FOR JULY 9, 2018

CITY OF CEDAR FALLS, IOWA

\$5,940,000 General Obligation Bonds, Series 2018.

- Resolution authorizing and providing for the issuance, and levying a tax to pay the Bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

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July 9, 2018

The City Council of the City of Cedar Falls, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$5,940,000 GENERAL OBLIGATION BONDS, SERIES 2018, AND LEVYING A TAX TO PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$5,940,000 GENERAL OBLIGATION BONDS, SERIES 2018, AND LEVYING A TAX TO PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of:

a) opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes;

b) equipping the fire department;

c) construction, reconstruction, and repair of cemetery facilities; and

d) rehabilitation and improvement of parks already owned, and the construction of improvements commonly found in city parks,

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essential corporate purposes, and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$5,800,000 be authorized for said purposes; and

WHEREAS, pursuant to notice published as required by Section 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Bonds, and the Council is therefore now authorized to proceed with the issuance of said Bonds for such purposes; and

WHEREAS, the City is in need of funds to pay costs of construction of recreational trails, a general corporate purpose, and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$550,000 be authorized for said purpose; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for a general corporate purpose in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose; and

WHEREAS, the City is in need of funds to pay costs of acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds and parks, general corporate purposes, and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$350,000 be authorized for said purposes; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purposes in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purposes; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, it is hereby found and determined that the various general obligation Bonds authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of \$5,940,000 General Obligation Bonds as hereinafter set forth; and

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above mentioned Bonds were heretofore sold at public sale and action should now be taken to issue said Bonds conforming to the terms and conditions of the best bid received at the advertised public sale.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Bonds.
- "Bond Fund" shall mean the fund created in Section 3 of this Resolution.
- "Bonds" shall mean \$5,940,000 General Obligation Bonds, Series 2018, authorized to be issued by this Resolution.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Bonds " shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Bond pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Cedar Falls, State of Iowa.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.
- "Paying Agent" shall mean the Controller/City Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.

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- "Project" shall mean the:
 - a) opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes;
 - b) equipping the fire department;
 - c) construction, reconstruction, and repair of cemetery facilities; and
 - d) rehabilitation and improvement of parks already owned, and the construction of improvements commonly found in city parks;
 - e) construction of recreational trails; and
 - f) acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds and parks.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean the Controller/City Treasurer of Cedar Falls, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.
- "Resolution" shall mean this resolution authorizing the Bonds.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Controller/City Treasurer and delivered at the time of issuance and delivery of the Bonds.
- "Treasurer" shall mean the Controller/City Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Bonds hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Cedar Falls, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$654,967*	2018/2019
\$760,250	2019/2020
\$760,000	2020/2021
\$753,500	2021/2022
\$756,000	2022/2023
\$762,000	2023/2024
\$761,250	2024/2025
\$759,000	2025/2026
\$762,000	2026/2027
\$748,800	2027/2028

*Payable from funds on hand.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2018 will be collected during the fiscal year commencing July 1, 2019.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Black Hawk County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Bonds issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Bond Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "GENERAL OBLIGATION BOND FUND NO. 1" (the "Bond Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Bonds

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hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Bond Proceeds. Proceeds of the Bonds, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2017, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2017, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. General Obligation Bonds of the City in the amount of \$5,940,000, shall be issued pursuant to the provisions of Sections 384.25, 384.26 and 384.28 of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "GENERAL OBLIGATION BOND, SERIES 2018", be dated July 18, 2018, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2018, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Bond. The Bonds shall be in the denomination of \$5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$415,000	5.000%	2019
\$505,000	5.000%	2020
\$530,000	5.000%	2021
\$550,000	5.000%	2022
\$580,000	5.000%	2023
\$615,000	5.000%	2024
\$645,000	5.000%	2025
\$675,000	4.000%	2026
\$705,000	4.000%	2027
\$720,000	4.000%	2028

b) Redemption.

Optional Redemption. Bonds maturing after June 1, 2026, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' wrpitten notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Section 7. Issuance of Bonds in Book-Entry Form; Replacement Bonds.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in Authorized Denominations, the

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Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Bonds must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bonds registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated or in the Representation Letter.

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the Controller/City Treasurer kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bonds certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments

with respect to the principal of and premium, if any, and interest on the Bond and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Bondholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Bonds, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bonds, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. The Controller/City Treasurer is hereby appointed as Bond Registrar under the terms of this Resolution. Registrar shall maintain the books of the

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Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Bonds to the Issuer.

f) Non-Presentation of Bonds. In the event any payment check representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to

hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one bond for each annual maturity. The Registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Bond shall surrender the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

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Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF BLACK HAWK"
"CITY OF CEDAR FALLS"
"GENERAL OBLIGATION BOND"
"SERIES 2018"
CORPORATE PURPOSE

Rate: _____
Maturity: _____
Bond Date: July 18, 2018
CUSIP No.: _____
"Registered"
Certificate No. _____
Principal Amount: \$ _____

The City of Cedar Falls, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of the Controller/City Treasurer, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2018, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is issued pursuant to the provisions of Sections 384.25, 384.26 and 384.28 of the Code of Iowa, for the purpose of paying costs of:

a) opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes;

- b) equipping the fire department;
 - c) construction, reconstruction, and repair of cemetery facilities; and
 - d) rehabilitation and improvement of parks already owned, and the construction of improvements commonly found in city parks;
 - e) construction of recreational trails; and
 - f) acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds and parks,
- in conformity to a Resolution of the Council of said City duly passed and approved.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Bonds maturing after June 1, 2026, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Item E.2.a.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by the Controller/City Treasurer, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Bondholders of such change. All bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bond Resolution.

This Bond is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Bond to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, the Controller/City Treasurer, Cedar Falls, Iowa.

Date of authentication: _____

This is one of the Bonds described in the within mentioned Resolution, as registered by the Controller/City Treasurer.

CONTROLLER/CITY TREASURER, Registrar

By: _____

Authorized Signature

Registrar and Transfer Agent: Controller/City Treasurer

Paying Agent: Controller/City Treasurer

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CITY OF CEDAR FALLS, STATE OF IOWA

By: _____ (manual or facsimile signature)
Mayor

ATTEST:

By: _____ (manual or facsimile signature)
City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Bond and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

Item E.2.a.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
 Address of Transferee(s) _____
 Social Security or Tax Identification _____
 Number of Transferee(s) _____
 Transferee is a(n):
 Individual* _____ Corporation _____
 Partnership _____ Trust _____

*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common
- IA UNIF TRANS MIN ACT - Custodian
 (Cust) (Minor)
 Under Iowa Uniform Transfers to Minors Act.....
 (State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Bond)

Section 14. Closing Documents. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Bonds.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Bonds it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Bonds. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Controller/City Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Bonds; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Bonds if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Bonds under applicable Federal law or regulations.

Item E.2.a.

Section 21. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Bonds as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Bonds as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 22. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 23. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 9th day of July, 2018.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned City Clerk of the City of Cedar Falls, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2018.

City Clerk, City of Cedar Falls, State of Iowa

(SEAL)



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: July 6, 2018
SUBJECT: Sewer Fund Internal Loans – Amended Interest Rate

Attached are five resolutions amending the interest rate on the internal loans to the Sewer Fund from 1.70% to 2.80%. As you are aware, the City just sold bonds that yielded a 2.57% interest rate. Based on this information, it seemed appropriate that the City should increase the interest rate on the internal loans from the Capital Projects Fund and the Health Trust Funds to be consistent with a true market rate. In conferring with our bond advisor, the resolutions include a 2.80% rate versus a 2.57% rate due to the fact that the bonds we sold were 10-year bonds, and the internal loans still have at least 14 years left of repayment. Therefore, a longer term would have yielded a slightly higher interest rate.

The 2.80% rate is fair to the Sewer Fund (the paying fund) and this rate will also be in line for the amount of interest the reserves in the Capital Projects Fund and the Health Trust Fund will yield since interest rates received on investments is currently around 2.5%.

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

RESOLUTION NO. _____

**RESOLUTION AMENDING AN INTER-FUND LOAN
FROM THE CAPITAL PROJECTS FUND OF THE CITY OF CEDAR FALLS
TO THE SEWER ENTERPRISE FUND OF THE CITY OF CEDAR FALLS**

WHEREAS, the Sewer Enterprise Fund of the City of Cedar Falls, Iowa, was in need of funds to assist in completing the disinfection project at the treatment facility in accordance with EPA standards and the Bluff Street Lift Station; and

WHEREAS, the City Council passed Resolution No. 18,074 on May 29, 2012 approving a loan agreement with the Capital Projects Fund of the City of Cedar Falls for an amount not to exceed Four Million, Three Hundred Thousand Dollars (\$4,300,000.00) to meet these requirements; and

WHEREAS, the current outstanding balance of the loan is Three Million and Ten Thousand Dollars (\$3,010,000.00); and

WHEREAS, the original resolution stated that the interest rate (2.64%) may be adjusted annually based on current market rates and the rate was adjusted in 2016; and

WHEREAS, in light of prevailing interest rates, the City Council believes that the interest rate on the loan agreement should be amended from its current rate of 1.70%; and

WHEREAS, after considering interest rates available on long-term loans or bonds from other sources, without the additional cost of issuing new revenue debt, the City Council as owner of the Sewer Enterprise Fund of the City of Cedar Falls has determined that a loan from the Capital Projects Fund of the City of Cedar Falls at the rate of 2.80% per annum is favorable and in the best interest of said Fund;

Item E.2.b.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the interest rate on the loan agreement be amended to 2.80% per annum is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that the terms of the loan repayment set forth in the original resolution, excluding the amended interest rate, are hereby approved to continue.

ADOPTED this 9th day of July 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. _____

**RESOLUTION AMENDING AN INTER-FUND LOAN
FROM THE HEALTH TRUST FUND OF THE CITY OF CEDAR FALLS
TO THE SEWER ENTERPRISE FUND OF THE CITY OF CEDAR FALLS**

WHEREAS, the Sewer Enterprise Fund of the City of Cedar Falls, Iowa, was in need of funds to assist in completing the disinfection project at the treatment facility in accordance with EPA standards; and

WHEREAS, the City Council passed Resolution No. 18,075 on May 29, 2012 approving a loan agreement with the Health Trust Fund of the City of Cedar Falls for an amount not to exceed Three Million, Nine Hundred Thousand Dollars (\$3,900,000.00) to meet these requirements; and

WHEREAS, the current outstanding balance of the loan is Two Million, Seven Hundred and Thirty Thousand Dollars (\$2,730,000.00); and

WHEREAS, the original resolution stated that the interest rate (2.64%) may be adjusted annually based on current market rates and the rate was adjusted in 2016; and

WHEREAS, in light of prevailing interest rates, the City Council believes that the interest rate on the loan agreement should be amended from its current rate of 1.70%; and

WHEREAS, after considering interest rates available on long-term loans or bonds from other sources, without the additional cost of issuing new revenue debt, the City Council as owner of the Sewer Enterprise Fund of the City of Cedar Falls has determined that a loan from the Health Trust Fund of the City of Cedar Falls at the rate of 2.80% per annum is favorable and in the best interest of said Fund;

Item E.2.c.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the interest rate on the loan agreement be amended to 2.80% per annum is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that the terms of the loan repayment set forth in the original resolution, excluding the amended interest rate, are hereby approved to continue.

ADOPTED this 9th day of July 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. _____

**RESOLUTION AMENDING AN INTER-FUND LOAN
FROM THE HEALTH TRUST FUND OF THE CITY OF CEDAR FALLS
TO THE SEWER ENTERPRISE FUND OF THE CITY OF CEDAR FALLS**

WHEREAS, the Sewer Enterprise Fund of the City of Cedar Falls, Iowa, was in need of funds to assist in completing the disinfection project at the treatment facility in accordance with EPA standards; and

WHEREAS, the City Council passed Resolution No. 18,359 on November 26, 2012 approving a loan agreement with the Health Trust Fund of the City of Cedar Falls for an amount not to exceed Three Million, Dollars (\$3,000,000.00) to meet these requirements; and

WHEREAS, the current outstanding balance of the loan is Two Million, One Hundred Thousand Dollars (\$2,100,000.00); and

WHEREAS, the original resolution stated that the interest rate (2.64%) may be adjusted annually based on current market rates and the rate was adjusted in 2016; and

WHEREAS, in light of prevailing interest rates, the City Council believes that the interest rate on the loan agreement should be amended from its current rate of 1.70%; and

WHEREAS, after considering interest rates available on long-term loans or bonds from other sources, without the additional cost of issuing new revenue debt, the City Council as owner of the Sewer Enterprise Fund of the City of Cedar Falls has determined that a loan from the Health Trust Fund of the City of Cedar Falls at the rate of 2.80% per annum is favorable and in the best interest of said Fund;

Item E.2.d.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the interest rate on the loan agreement be amended to 2.80% per annum is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that the terms of the loan repayment set forth in the original resolution, excluding the amended interest rate, are hereby approved to continue.

ADOPTED this 9th day of July 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. _____

**RESOLUTION AMENDING AN INTER-FUND LOAN
FROM THE HEALTH TRUST FUND OF THE CITY OF CEDAR FALLS
TO THE SEWER ENTERPRISE FUND OF THE CITY OF CEDAR FALLS**

WHEREAS, the Sewer Enterprise Fund of the City of Cedar Falls, Iowa, was in need of funds to assist in completing the disinfection project at the treatment facility in accordance with EPA standards; and

WHEREAS, the City Council passed Resolution No. 18,734 on August 12, 2013 approving a loan agreement with the Health Trust Fund of the City of Cedar Falls for an amount not to exceed Four Million, Seven Hundred Thousand Dollars (\$4,700,000.00) to meet these requirements; and

WHEREAS, the current outstanding balance of the loan is Three Million, Five Hundred and Twenty-Five Thousand Dollars (\$3,525,000.00); and

WHEREAS, the original resolution stated that the interest rate (2.64%) may be adjusted annually based on current market rates and the rate was adjusted in 2016; and

WHEREAS, in light of prevailing interest rates, the City Council believes that the interest rate on the loan agreement should be amended from its current rate of 1.70%; and

WHEREAS, after considering interest rates available on long-term loans or bonds from other sources, without the additional cost of issuing new revenue debt, the City Council as owner of the Sewer Enterprise Fund of the City of Cedar Falls has determined that a loan from the Health Trust Fund of the City of Cedar Falls at the rate of 2.80% per annum is favorable and in the best interest of said Fund;

Item E.2.e.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the interest rate on the loan agreement be amended to 2.80% per annum is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that the terms of the loan repayment set forth in the original resolution, excluding the amended interest rate, are hereby approved to continue.

ADOPTED this 9th day of July 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. _____

**RESOLUTION AMENDING AN INTER-FUND LOAN
FROM THE HEALTH TRUST FUND OF THE CITY OF CEDAR FALLS
TO THE SEWER ENTERPRISE FUND OF THE CITY OF CEDAR FALLS**

WHEREAS, the Sewer Enterprise Fund of the City of Cedar Falls, Iowa, was in need of funds to assist in completing the disinfection project at the treatment facility in accordance with EPA standards, the Bluff Street Lift Station, and the Park Drive Lift Station; and

WHEREAS, the City Council passed Resolution No. 19,623 on July 20, 2015 approving a loan agreement with the Health Trust Fund of the City of Cedar Falls for an amount not to exceed One Million, Two Hundred Thousand Dollars (\$1,200,000.00) to meet these requirements; and

WHEREAS, the current outstanding balance of the loan is One Million and Twenty Thousand Dollars (\$1,020,000.00); and

WHEREAS, the original resolution stated that the interest rate (2.64%) may be adjusted annually based on current market rates and the rate was adjusted in 2016; and

WHEREAS, in light of prevailing interest rates, the City Council believes that the interest rate on the loan agreement should be amended from its current rate of 1.70%; and

WHEREAS, after considering interest rates available on long-term loans or bonds from other sources, without the additional cost of issuing new revenue debt, the City Council as owner of the Sewer Enterprise Fund of the City of Cedar Falls has determined that a loan from the Health Trust Fund of the City of Cedar Falls at the rate of 2.80% per annum is favorable and in the best interest of said Fund;

Item E.2.f.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the interest rate on the loan agreement be amended to 2.80% per annum is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that the terms of the loan repayment set forth in the original resolution, excluding the amended interest rate, are hereby approved to continue.

ADOPTED this 9th day of July 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

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

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

WALTER JOHN DEKOCK

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 abate the nuisance by demolition and removal of the buildings on the property located at 216 Iowa Street pursuant to Resolution No. 20,758 adopted by the City Council of the City of Cedar Falls, Iowa on October 16, 2017. This matter is currently set on the Cedar Falls City Council agenda for **July 9, 2018**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

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

Enclosures.

Item E.2.g.

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 ABATE THE NUISANCE BY DEMOLITION AND REMOVAL OF BUILDINGS ON THE PROPERTY LOCATED AT 216 IOWA STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-12-159-008

WHEREAS, the buildings on 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, were declared to be a nuisance by Resolution 20,758, adopted on October 16, 2017 by the City Council of the City of Cedar Falls, Iowa, and

WHEREAS, after notice and after afforded a substantial period of time in which to do so, the owners of record failed to file a viable written plan with the City Clerk of the City of Cedar Falls, Iowa, for the abatement of said nuisance, and

WHEREAS, pursuant to Resolution 20,758, the City of Cedar Falls did abate the nuisance by demolition and removal of buildings on the property located at 216 Iowa Street (Parcel ID 8914-12-159-008), and by doing so, incurred expenses for said services, and

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 abate the nuisance on the above-described property, in the amount of \$9,665.00, 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 place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 9th day of July, 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Invoice

Lehman Trucking & Excavating Inc.
1422 Ashland Avenue
Waterloo, IA 50703-5611

Date	Invoice #
5/18/2018	9960

Bill To
City of Cedar Falls Department of Developmental Services Cindi Henderickson 220 Clay Street Cedar Falls, IA 50613

Terms	Project
Net 30	

Tons	Loads	Hours	Description	Rate	Amount
	1		Demolition of 216 Iowa St Project No. 021411	8,000.00	8,000.00
<p>DESCRP.: <u>216 IOWA DEMO</u> ACCT. #: <u>443-1220-431.9804</u> PROJ. #: <u>021411</u> APPROVE: <u>Craig White</u> DATE: <u>5-18-18</u></p>					
Total					\$8,000.00

Item E.2.g.



Invoice

Date	Invoice #
3/27/2018	7254

803 Ricker St Waterloo, IA 50703 319-287-4447

Bill To
City of Cedar Falls Attn: Accounts Payable 220 Clay St. Cedar Falls, IA 50613

Work Completed
Asbestos Removal Residence 216 Iowa Street Cedar Falls, IA

P.O. No.	Terms	Project	Contact Person
	Net 30	18-23286	Craig Witry

Description	Qty	Rate	Amount
Asbestos removal-City Project #021411	1	1,000.00	1,000.00
NOTICE: Please pay from this invoice-Thanks		0.00	0.00

Total	\$1,000.00
Balance Due	\$1,000.00

OK Craig Witry



803 Ricker St Waterloo, IA 50703 319-287-4447

Invoice

Date	Invoice #
2/21/2018	7190

Bill To
City of Cedar Falls Attn: Accounts Payable 220 Clay St. Cedar Falls, IA 50613

Work Completed
Asbestos Testing Residence 216 Iowa Street Cedar Falls, IA

P.O. No.	Terms	Project	Contact Person
	Net 30	18-23252	Craig Witry

Description	Qty	Rate	Amount
Asbestos inspection	1	665.00	665.00
NOTICE: Please pay from this invoice-Thanks		0.00	0.00

DESCRP.: 216 Iowa Demo
 ACCT. #: 443-1220-431.9804 *per Jen*
 PROJ. #: 021411
 APPROVE: Craig Witry -155-
 DATE: 2-22-18

Total	\$665.00
Balance Due	\$665.00

Item E.2.g.

Prepared By: David Sturch 220 Clay Street, Cedar Falls, Iowa (319) 273-8600

RESOLUTION NO. 20,758

RESOLUTION DECLARING THE BUILDINGS SITUATED ON THE REAL ESTATE LOCATED AT 216 IOWA STREET, CEDAR FALLS, IOWA TO BE A NUISANCE DUE TO THE BUILDINGS SITUATED THEREON BEING STRUCTURALLY UNSAFE, A FIRE HAZARD, OR OTHERWISE DANGEROUS TO HUMAN LIFE AND HEALTH.

WHEREAS, the City Council of the City of Cedar Falls, Iowa, did on October 16, 2017, hold a public hearing on the proposal to declare the building(s) situated on the real estate located at 216 Iowa Street, Cedar Falls, Iowa, legally described as:

Original Plat Cedar Falls all west of railroad lot 6 block 27, Cedar Falls, Black Hawk County, Iowa.

to be a nuisance due to the present condition of said building(s), and

WHEREAS, the owners of record of said real estate were duly notified of said hearing, and

WHEREAS, the owners of record of said real estate had an opportunity to appear and take part in the public hearing regarding the same, and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, having inspected the above described real estate and after being further advised in the premises and hearing the owner's statements, finds:

That the building(s) situated on the above described real estate is (are) structurally unsafe, constitute a fire hazard, or are otherwise dangerous to human life, by reason of factors which include, but are not limited to, inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage or abandonment, or structural

parts of the buildings being in deteriorating condition or otherwise unable to sustain design loads; and that the building(s) is (are) therefore unsafe and dangerous, and constitute a hazard to safety, health, or public welfare, and therefore is (are) declared to be a nuisance, and said building(s) situated on said real estate should be abated as soon as reasonably possible.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the building(s) situated on the real estate located at 216 Iowa Street, Cedar Falls, Iowa, and legally described as follows:

Original Plat Cedar Falls all west of railroad lot 6 block 27, Cedar Falls, Black Hawk County, Iowa.

is (are) hereby declared to be a nuisance and shall be abated as soon as reasonably possible.

IT IS THEREFORE ORDERED that the owners of record of said real estate shall be given until no later than 5:00 P.M. on Tuesday, October 31, 2017, to file a viable written plan with the City Clerk of the City of Cedar Falls, Iowa, for the abatement of said nuisance by repair or rehabilitation.

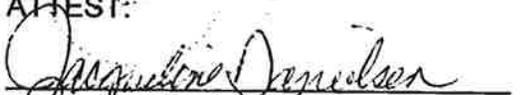
IT IS FURTHER ORDERED that the owners of record appear at the City Council Chambers of the City of Cedar Falls, Iowa, at 7:00 p.m., on the 6th day of November, 2017, to show cause why the nuisance should not be abated by demolition or removal.

IT IS FURTHER ORDERED that if the owners of record fail to timely file a written plan with the City Clerk, or, if after further consideration by the City Council, the plan is not deemed to be viable, the Mayor of the City of Cedar Falls, Iowa, is hereby directed to do whatever may be necessary to remove, correct or abate such nuisance by demolition or removal, and to levy the cost of such abatement as a lien upon the above-described real estate, to be collected in the same manner as property taxes.

The City Clerk is hereby directed to notify the owners of record of this Order.

PASSED AND APPROVED this 16th day of October, 2017.


James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, CMC, City Clerk



-159-

05 03 2018

Item E.2.g.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Mayor and Council
FROM: David Sturch, Planner III
DATE: October 12, 2017
SUBJECT: Condemnation of Property
216 Iowa Street

PROPOSAL

On September 18, 2017 the Council acted to establish a public hearing date on October 16, 2017 to consider condemning property at 216 Iowa Street. The process of declaring the building(s) to be a nuisance forcing the nuisance to be abated by removal, repair or demolition through the nuisance ordinance and the condemnation process is outlined in Chapter 18 and 7 respectively, of the Cedar Falls Code of Ordinances.

During the public hearing, owner shall be given the opportunity to show cause why the property should not be declared to be a nuisance and removed, repaired or destroyed. If the City Council shall decide that the building(s) is dangerous, is liable to fall, is a fire hazard, or is unfit for human habitation, or is dangerous to life and health, then it may declare the building to be a nuisance and order it be abated within the time fixed by it. Written notice of such finding shall be given to the owner and any person in possession of the property and they shall be given time to abate the nuisance as the Council may fix.

If the owner fails to do so, the City then makes arrangements to have the nuisance abated and files a lien against the property to recover expenses.

Per Code, a Committee of three Council members, (Blanford, deBuhr, Wieland) together with the Fire Chief, Building Official, and County Health Officer completed a visual inspection of the property. Their recommendation was to declare the property a nuisance and be abated or the property destroyed. Written notice has been served to all holders of legal title to the property informing them of the City's intent.

Following are the deficiencies identified regarding the City's Nuisance Ordinance and Procedure for Condemnation and Removal.

Sec.18-2. - Nuisance Defined (1-38) and IBC116.1 and R115.1 Unsafe Buildings or Structures.

All buildings or structures regulated by this Code that are or hereafter become structurally unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed, for the purpose of this Section, unsafe. Any use of buildings or structures constituting a hazard to

Item E.2.g.

safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage or abandonment is, for the purpose of this Section, an unsafe use. Parapet walls, cornices, spires, towers, tanks, statuary and other appendages or structural members, that are supported by, attached to, or a part of a building and that are in deteriorating condition or otherwise unable to sustain the design loads that are specified in this Code are hereby designated as unsafe building appendages.

The following are some photos taken during the administrative search warrant and condemnation committee's inspection.

216 Iowa Street Photos





Item E.2.g.



The house roof is leaking virtually everywhere on one roof pitch and has a downed tree branch sticking through the other side. The house interior has suffered a high degree of water damage and is full of mold. The house is insanitary, dilapidated, has inadequate maintenance and is unsafe; therefore a public nuisance. The two sheds behind the house are also dilapidated, leaking, have inadequate maintenance are unsafe and a public nuisance. Finally, the downed tree limb must be removed from the property. Currently, Code Enforcement staff is monitoring the property for other complaints including tall grass and weeds.

RECOMMENDATION

The Department of Community Development recommends the following:

1. The property be declared a nuisance
2. That an order to abate the nuisance by removal, repair or demolition of the structures is given to the owner.
3. The owner is required to submit, to the City Clerk, a viable plan of action and detailed schedule for completion of the abatement method by 5:00 PM on Tuesday, October 31, 2017.
4. If the owner of record fails to timely file a written plan with the City Clerk, or, if after further consideration by the City Council, the plan is not deemed to be viable, the Mayor of the City of Cedar Falls, Iowa, is hereby directed to do whatever may be necessary to remove, correct or abate such nuisance by demolition or removal, and to levy the cost of such abatement as a lien upon the above-described real estate, to be collected in the same manner as property taxes.

Please contact me with any questions.

xc: Ron Gaines, City Administrator
Stephanie Sheetz, Community Development Director
Craig Witry, Inspection Services Manager
Property Owner

EASEMENT AGREEMENT

EASEMENT AGREEMENT FOR TEMPORARY USE OF PUBLIC RIGHT-OF-WAY BETWEEN THE CITY OF CEDAR FALLS, IOWA, D Squared II, LANDLORD, AND Whiskey Road, TENANT, FOR A SIDEWALK CAFÉ ON THE PUBLIC RIGHT-OF-WAY LOCATED AT 402 Main St STREET, CEDAR FALLS, IOWA

This Agreement is made among Landlord, D Squared II, and Tenant, Whiskey Road ("Applicant"), and the City of Cedar Falls, Iowa, a municipal corporation.

WHEREAS, the City of Cedar Falls ("City") is the owner of the public right-of-way within the City of Cedar Falls, Iowa; and

WHEREAS, Applicant has applied for temporary use of the public right-of-way as a sidewalk café; and

WHEREAS, Applicant has elected as follows with respect to such sidewalk cafe: [check either Box (a) or (b); and either Box (c) or (d); and either Box (e) or (f)]

- (a) Fencing, ropes or other rigid structure not attached to the public sidewalk; or
- (b) Fencing, ropes or other rigid structure attached to the public sidewalk and approved by the Director of Municipal Operations & Programs.
- (c) all sidewalk café elements shall be moved inside the building each night; or
- (d) all sidewalk café elements shall be secured each night.
- (e) Applicant shall operate the sidewalk café area during the period of April 1 to November 15 each year; or
- (f) Applicant shall operate the sidewalk café area during the months of _____ through _____ each year.

WHEREAS, so long as said proposed use is consistent with the conditions set forth in this Agreement, and in Division 2, Article III, of Chapter 23 of the Cedar Falls Code of Ordinances, said use is in the public interest.

WHEREAS, in mutual consideration of the promises herein, Applicant and City agree as follows:

1. Landlord D Squared II owns certain real estate abutting the public right-of-way located in Cedar Falls, Iowa, at the following street address: 402 Main Street, Cedar Falls, Iowa; and Landlord has given Applicant/Tenant permission to operate a sidewalk café thereon as herein provided.
2. Applicant/Tenant Whiskey Road (hereinafter "Applicant") occupies said real estate abutting the public right-of-way located at said street address, and wishes to use a portion of said right-of-way for location and operation of a sidewalk café, as permitted by City regulations.
3. City and Applicant agree this Agreement shall be binding upon the successors and assigns of the parties hereto, provided that no assignment of this Agreement shall be made without the prior written consent of both parties to be attached hereto as a formal written addendum.

Item E.2.h.

4. Applicant acknowledges and agrees that this Agreement is limited exclusively to the location, use and purposes listed herein for a sidewalk café, that any other uses, locations and purposes are not contemplated herein, and that any expansion of said uses, purposes or locations must be specifically agreed to in writing by the City of Cedar Falls.
5. Applicant further acknowledges and agrees that no property right is conferred by this Agreement for the use of portions of the public right-of-way, that the City is not empowered to grant permanent or perpetual use of its right-of-way for private purposes, that the City may order Applicant's use of the right-of-way to cease and desist if, for any reason, the City determines that said right-of-way is needed for a public use and should be cleared of any and all obstructions, or the City determines, pursuant to any of the provisions of Division 2 of Article III of Chapter 23 of the Cedar Falls Code of Ordinances, that continued use of the public right-of-way for a sidewalk café is not in the public interest or consistent with public safety, health or welfare, and that the Applicant shall not be entitled to any compensation should the City elect to do so.
6. Applicant also agrees to indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses, liabilities or damages, of whatever nature, including payment of reasonable attorney fees, which may arise from the Applicant's use of the public right-of-way arising from this Agreement, or which may be caused in whole or in part by any act or omission of the Applicant including Applicant's agents or employees. Applicant further agrees to provide the City with a certificate of insurance coverage of the sidewalk café as required by Section 23-72 of the Cedar Falls Code of Ordinances.
7. Applicant further agrees to abide by all applicable federal, state, and local laws, and to maintain said sidewalk café in accordance with the approved Site Plan/Diagram. Access and egress routes shall be maintained so that crowd management, security, and emergency services personnel are able to reach any individual without undue hindrance. Applicant shall insure that there are adequate clearances between the various tables, chairs, and other sidewalk café elements such that appropriate ingress and egress routes are maintained for the safe exit of all patrons from the sidewalk café.
8. Applicant is required to submit Schematic Diagrams in connection with the use of approved fencing, ropes or other rigid structures. Applicant shall either move all sidewalk café elements inside the building comprising the restaurant which is adjacent to the sidewalk café by the closing time of the sidewalk café each night, restoring the sidewalk café to its normal condition as a pedestrian walkway, or the applicant must secure all sidewalk café elements by the closing time of the sidewalk café each night, by means of chains and locks or other secure means approved.
9. Requests for revisions or amendments to this Agreement require submittal of proposed revised Side Plans/Schematic Diagrams by Applicant and review by City staff, and formal approval by the City Council.
10. Should Applicant elect to secure sidewalk café elements by means of chains and locks or some other secure means, in lieu of moving such sidewalk café elements inside the building each night, Applicant shall obtain the prior approval of the Director of Municipal Operations & Programs for the means by which such sidewalk café elements shall be secured, so that they are secured in such a way that such sidewalk café elements cannot be used to cause damage to persons or property during the hours the sidewalk café is closed. Further, the Applicant shall obtain prior approval from the City Fire Department, to insure that the securing of such sidewalk café elements does not interfere with ingress or

egress, fixtures associated with fire detection and suppression, utility shut-offs, or the use of mechanical equipment rooms, in or around the building adjacent to which the sidewalk café area is located.

11. City and Applicant hereby understand, acknowledge and agree that the provisions of Division 2, Sidewalk Cafes, Sections 23-66 through 23-75, of Article III, Obstructions, of Chapter 23, Streets and Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa, as the same now exist or as the same be amended and modified from time to time by ordinance amendment of the City Council, are hereby incorporated into, and made a part of, this Easement Agreement, and shall govern the terms, conditions and provisions of this Easement Agreement.
12. In the event of a breach of this Agreement or of the provisions of Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances, the City may, at its sole discretion, elect to give written notice to Applicant to remove all sidewalk café elements and/or other objects from the City's right-of-way. In the event Applicant does not comply within the time period designated in the written notice, the City may elect to remove, or direct removal of, any obstructions from the right-of-way and charge the cost of such removal and temporary storage to the Applicant and/or Landlord. Upon nonpayment of said charges, the removal costs may be certified to the Black Hawk County Assessor as a statutory lien and assessed against the property and collected in the same manner as a property tax, as provided in Section 364.12(2)(e), Code of Iowa.
13. In the event the sidewalk café elements are removed from the area for any reason, the right-of-way area and sidewalk must be restored to its original condition by the Applicant and/or Landlord, under such standards as may be promulgated by the City Engineer or City Director of Municipal Operations & Programs. The Applicant and Landlord shall be responsible for any damages to the sidewalk caused by the operation of the sidewalk café. A deposit of \$250 shall be required prior to the establishment of the sidewalk café, and shall be returned to the Applicant when the sidewalk is restored to its prior condition as determined by the City Engineer or City Director of Municipal Operations & Programs. If the Landlord/Applicant fails to restore the sidewalk to its prior condition or to the standards promulgated by the City Engineer or City Director of Municipal Operations & Programs, the City may do so and apply the deposit to the cost thereof.
14. In consideration for the City's concerns for public safety on the public right-of-way, Applicant specifically acknowledges said safety concerns and agrees to operate the sidewalk café in entire conformity with all of the rules and regulations contained in Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances.
15. This Easement Agreement shall terminate when Applicant's sidewalk café permit terminates, either by reason of expiration of such permit and the non-renewal thereof, or by reason of termination of the permit for noncompliance with the provisions of this Agreement, or of the provisions of Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances.
16. Should any section of this Agreement be found invalid by a court of competent jurisdiction, it is agreed that the remaining portions shall continue in full force and effect as though severable from the invalid portion.

Dated this 28 day of June, 2018.

Item E.2.h.

APPLICANT/TENANT
Whiskey Road
(Name of Entity)

APPLICANT/LANDLORD
D Squared II
(Name of Entity)

By Kyle Dehmlow
(Name)

By Kyle Dehmlow
(Name)

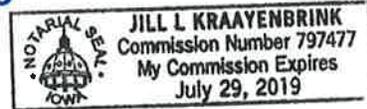
owner
(Title)

owner
(Title)

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on this 26 day of June, 2018, by Kyle Dehmlow (name of person) as owner (title) of Whiskey Road.
Applicant/Tenant.

My Commission Expires: 7/29/2019
Notary Public in and for the State of Iowa



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____ (name of person) as _____ (title) of _____.
Applicant/Landlord.

My Commission Expires: _____
Notary Public in and for the State of Iowa

CITY OF CEDAR FALLS, IOWA

By _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsens, CMC, City Clerk

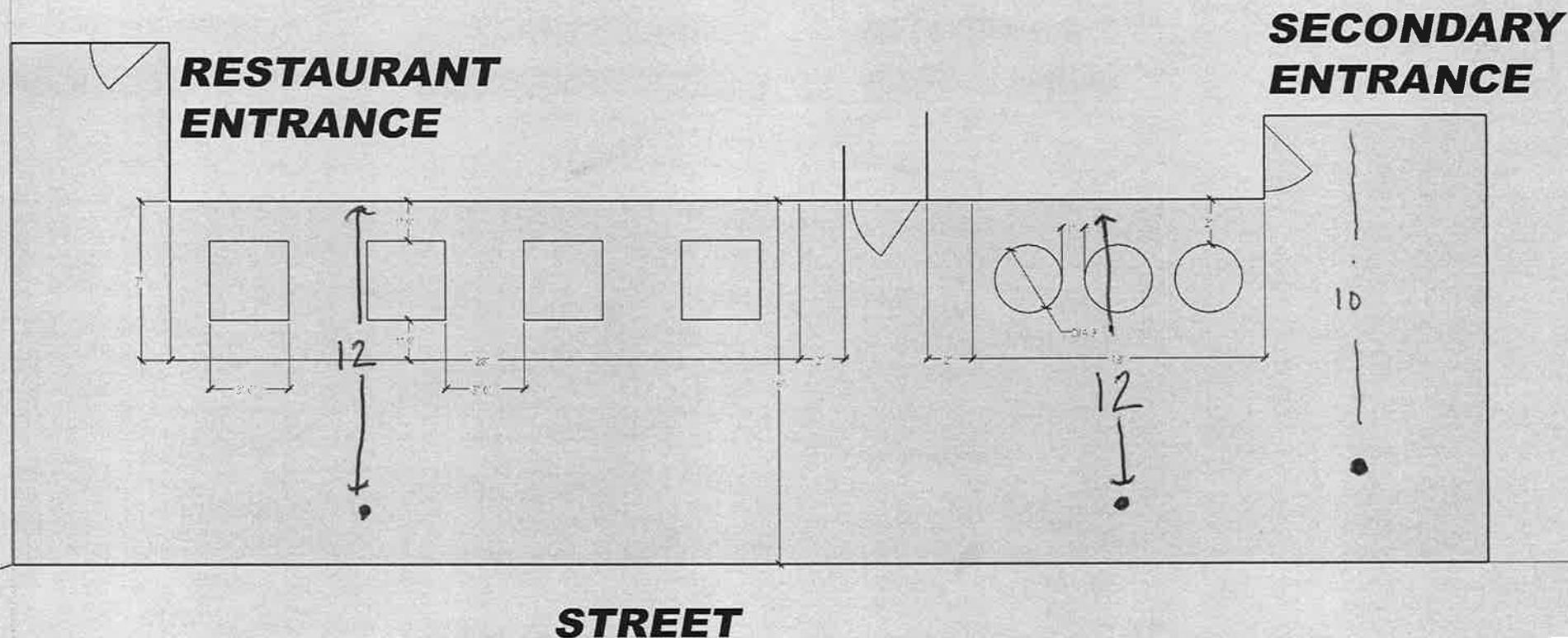
STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

My Commission Expires: _____
Notary Public in and for the State of Iowa

WHISKEY ROAD - CEDAR FALLS OUTDOOR TABLE LAYOUT

-169-



• = Tree



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Chase Schrage, CIP Projects Supervisor

DATE: July 2, 2018

SUBJECT: Hwy 58/Viking Road Interchange Project
Project #: RC-000-3145
Permanent Utility Easement

The Hwy 58 & Viking Road Interchange Project acquired multiple parcels of land for construction. During the acquisition process easement locations were relocated. The Permanent Utility Easement Agreements are for the purposes of construction, maintenance and repair of electrical, communication, water, sewer, and storm sewer utilities. The permanent easement will allow the City to utilize the adjacent property outside the City right-of-way for the installation of utilities. The easement agreements are attached for your review. The cost of the easement is borne by the Iowa Department of Transportation.

We recommend that the Permanent Easement Agreements with T & L Investments and University of Iowa Community Credit Union be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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

Prepared by: JCG Land Services, Inc. 1715 South G Avenue, Nevada, IA 50201 (515) 382-1698
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

PERMANENT UTILITY EASEMENT AGREEMENT

The undersigned T & L Investments, LLC, (hereinafter "Grantor"), in consideration of NINE THOUSAND ONE HUNDRED NINETY AND NO/100 DOLLARS (\$9,190.00) and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, perpetual utility easements over, under, and across the real estate legally described below, for purposes of construction, maintenance and repair of electrical, communication, water, sewer, and storm sewer utilities, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things necessary or appropriate to exercise all rights granted to Grantee in this easement.

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

SEE ATTACHED PERMANENT UTILITY EASEMENT LEGAL DESCRIPTIONS

This utility easement shall be perpetual in nature, shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

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

Item E.2.i.

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

GRANTOR: T & L INVESTMENTS, L.L.C.

[Signature]
THOMAS L. PETERSEN - MEMBER/MANAGER

Lana M Petersen
LANA M. PETERSEN-MEMBER/MANAGER

1. For an acknowledgment in a representative capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on 9-15-17 (Date)

by Thomas L. Petersen and Lana M. Petersen Name(s) of individual(s)

as Members Managers (type of authority, such as officer or trustee)

of T & L Investments, LLC
(name of party on behalf of whom record was executed).

Caryn Schipper
Signature of notarial officer

Stamp



[Notary Public]
Title of Office

[My commission expires: 9-7-19]

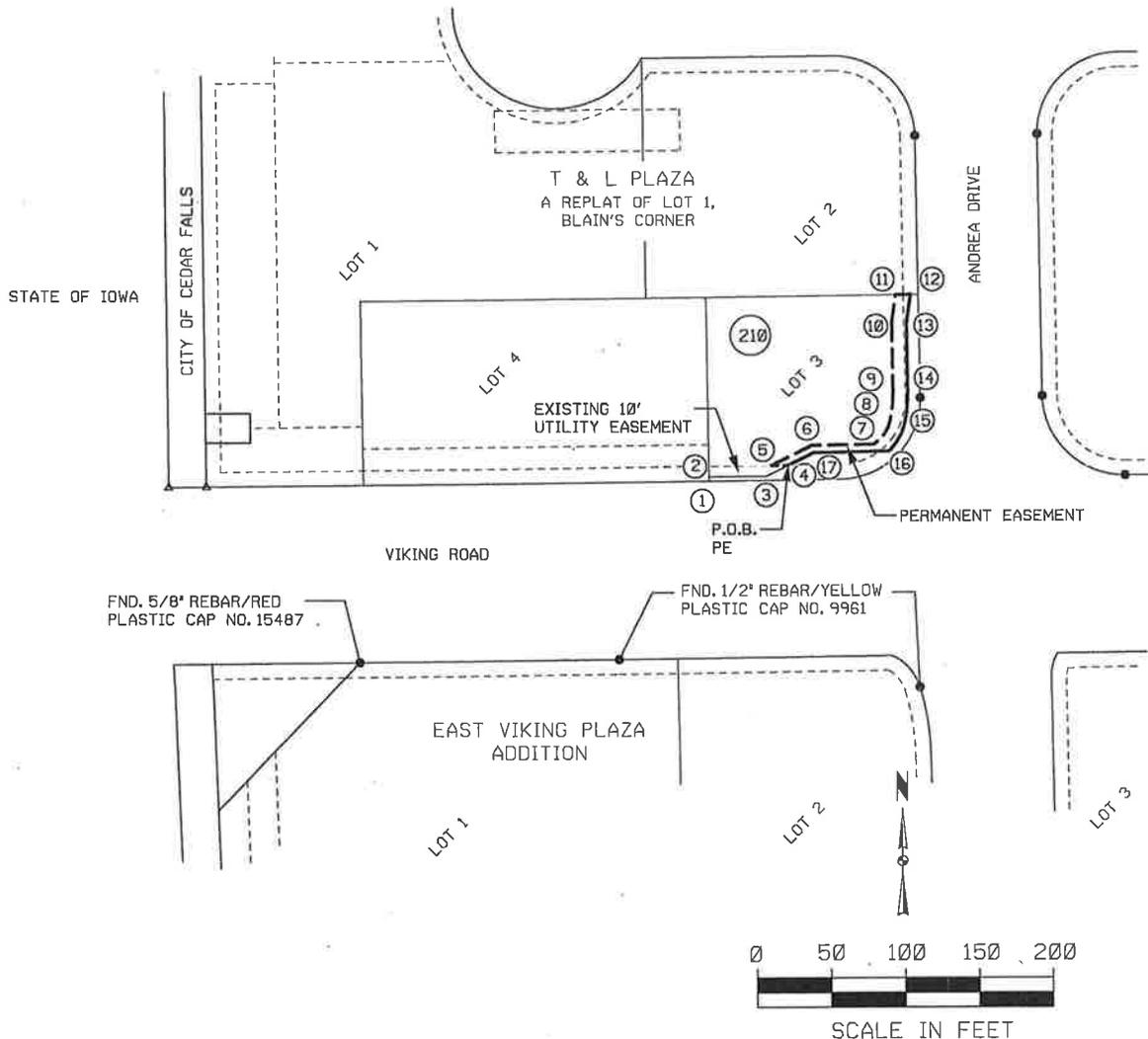
Item E.2.i.

PREPARED BY: MICHAEL R. FAGLE, AECOM, 681 BYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-8631

PERMANENT EASEMENT
PERMANENT EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
IOWA 58 AND VIKING ROAD INTERCHANGE
 IDOT PROJECT NO. NHSN-058-1(93)--2R-07
 PROJECT PARCEL NO. 210
 OWNER: T & L INVESTMENTS, LLC

PERMANENT EASEMENT = 1,440 SQUARE FEET OR 0.03 ACRE

BRANDILYNN BOULEVARD



● = FOUND 1/2" REBAR/RED PLASTIC CAP NO. 12088
 UNLESS OTHERWISE NOTED

LEGEND
 447.75' M = MEASURED
 447.40' R = RECORD



	<p>I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.</p> <p style="text-align: right;"><i>Michael R. Fagle</i> 8-9-2017 Date</p> <p>License number: 8505 My license renewal date is December 31, 2018 Pages or sheets covered by this seal:</p>
SHEET 1 AND 2 OF 2	

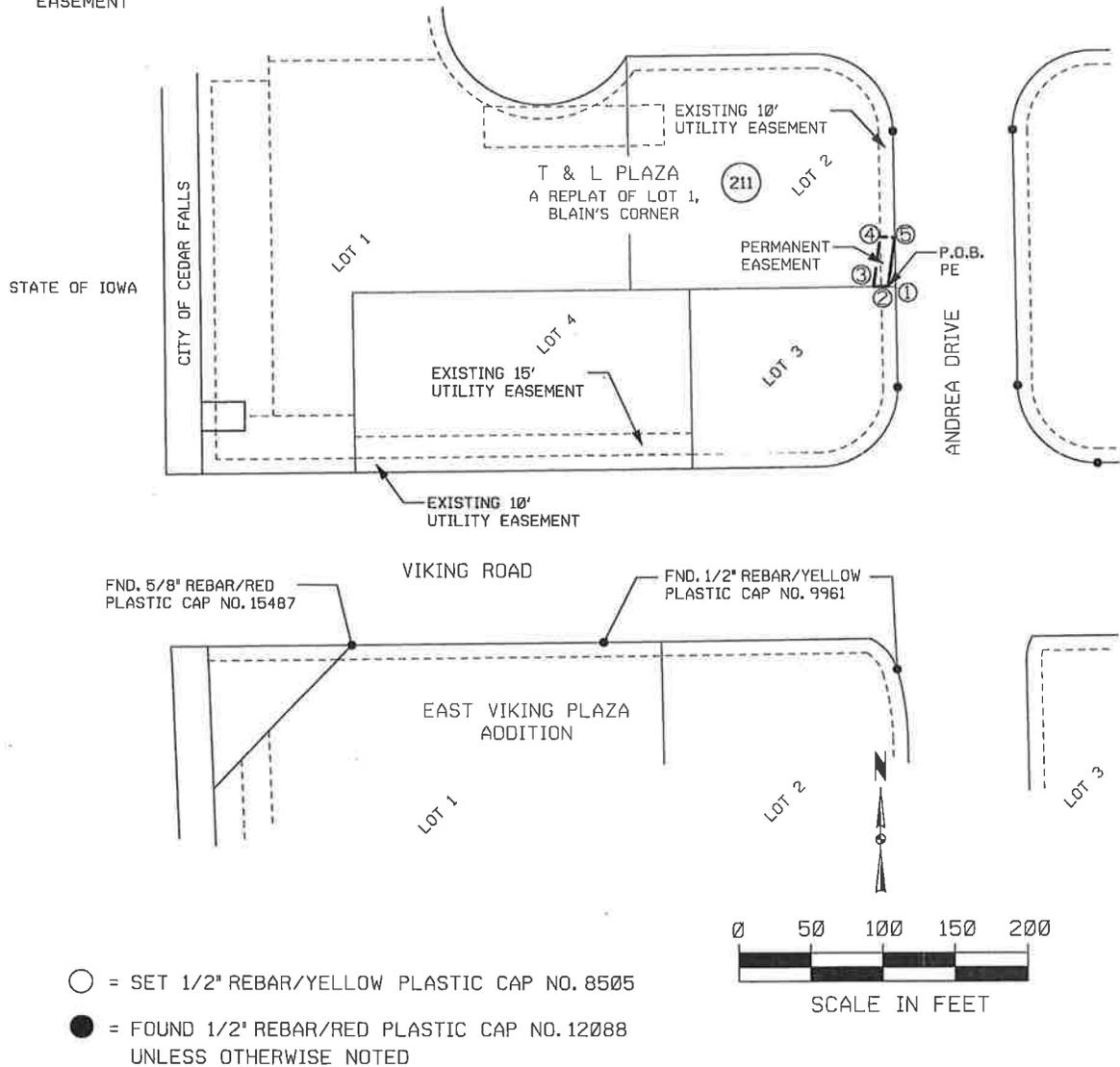
Item E.2.i.

PREPARED BY: MICHAEL R. FOGLE, AECOM, 681 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

PERMANENT EASEMENT
 PERMANENT EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
 IOWA 58 AND VIKING ROAD INTERCHANGE
 IDOT PROJECT NO. NHSN-058-1(93)--2R-07
 PROJECT PARCEL NO. 211
 OWNER: T & L INVESTMENTS, LLC

PERMANENT EASEMENT = 345 SQUARE FEET OF WHICH 253 SQUARE FEET IS EXISTING UTILITY EASEMENT

BRANDILYNN BOULEVARD



LEGEND
 447.75' M = MEASURED
 447.40' R = RECORD



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.
Michael R. Fogle 2-14-2017
 MICHAEL R. FOGLE Date
 License number 8505
 My license renewal date is December 31, 2018
 Pages or sheets covered by this seal:

PERMANENT EASEMENT
 PERMANENT EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
 IOWA 58 AND VIKING ROAD INTERCHANGE
 IDOT PROJECT NO. NHSN-058-1(93)--2R-07
 PROJECT PARCEL NO. 211
 OWNER: T & L INVESTMENTS, LLC

Item E.2.i.

BEARING / DISTANCE PERMANENT EASEMENT		
1 TO 2	S 89 ° 18 ' 28 " W	5.23 ' .
2 TO 3	S 89 ° 18 ' 28 " W	10.12 ' .
3 TO 4	N 08 ° 06 ' 51 " E	34.91 ' .
4 TO 5	S 86 ° 17 ' 36 " E	10.03 ' .
5 TO 1	S 08 ° 06 ' 51 " W	34.31 ' .

THE PERMANENT EASEMENT GRANTED IS TO THE LAND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN PART OF LOT 2 OF T & L PLAZA, A REPLAT OF LOT 1 OF BLAIN'S CORNER, CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A SOUTHEAST CORNER OF SAID LOT 2 WHICH IS ON THE PRESENT WEST RIGHT-OF-WAY LINE OF ANDREA DRIVE; THENCE SOUTH 89 ° (DEGREES) 18' (MINUTES) 28" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 5.23 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 89°18'28" WEST ON THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 10.12 FEET; THENCE NORTH 08°06'51" EAST, 34.91 FEET TO THE WEST LINE OF AN EXISTING 10-FOOT UTILITY EASEMENT; THENCE SOUTH 86°17'36" EAST, 10.03 FEET TO THE EAST LINE OF SAID LOT 2 WHICH IS ON THE PRESENT WEST RIGHT-OF-WAY LINE OF ANDREA DRIVE; THENCE SOUTH 08°06'51" WEST, 34.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 345 SQUARE FEET OF WHICH 253 SQUARE FEET IS EXISTING UTILITY EASEMENT.

BLACK HAWK COUNTY
 CITY OF CEDAR FALLS
 IDOT PROJECT NO. NHSN-058-1(93) --2R-07
 PARCEL NO. 211

Prepared by: JCG Land Services, Inc. 1715 South G Avenue, Nevada, IA 50201 (515) 382-1698
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

PERMANENT UTILITY EASEMENT AGREEMENT

The undersigned **University of Iowa Community Credit Union**, (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, perpetual utility easements over, under, and across the real estate legally described below, for purposes of construction, maintenance and repair of electrical, communication, water, sewer, and storm sewer utilities, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things necessary or appropriate to exercise all rights granted to Grantee in this easement.

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

SEE ATTACHED PERMANENT UTILITY EASEMENT LEGAL DESCRIPTION

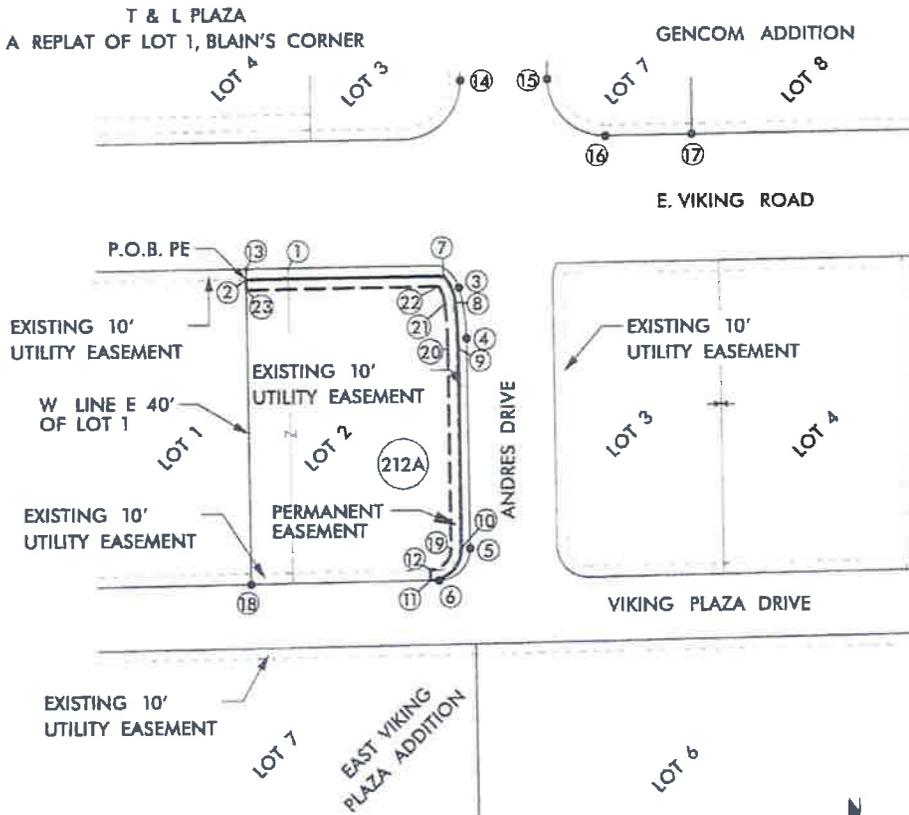
This utility easement shall be perpetual in nature, shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

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

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

PERMANENT EASEMENT
PERMANENT EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
IOWA 58 AND VIKING ROAD INTERCHANGE
IDOT PROJECT NO. NHSN-058-(93)-2R-07
PROJECT PARCEL NO. 212
OWNER: UNIVERSITY OF IOWA CREDIT UNION

PERMANENT EASEMENT = 4,818 SQUARE FEET OR 0.11 ACRE



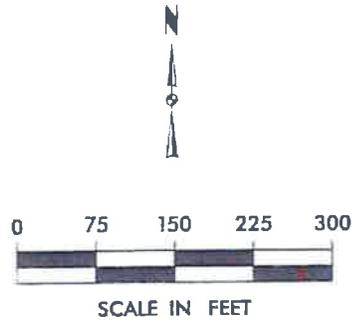
○ = SET 1/2" REBAR/YELLOW PLASTIC CAP NO. 8505

PROPERTY PINS FOUND OR SET	
POINT NUMBER	DESCRIPTION
3	FOUND 1/2" REBAR/YELLOW PLASTIC CAP NO. 9961
4	FOUND 1/2" REBAR
5	FOUND 1/2" REBAR/YELLOW PLASTIC CAP NO. 9961
6	FOUND 1/2" REBAR/YELLOW PLASTIC CAP NO. 9961
13	FOUND 1/2" REBAR/YELLOW PLASTIC CAP NO. 9961
14, 15 & 16	FOUND 1/2" REBAR/RED PLASTIC CAP NO. 12088
17	FOUND 1/2" REBAR/YELLOW PLASTIC CAP NO. 9961
18	FOUND "X" CUT IN CONCRETE

LEGEND
 447.75' M = MEASURED
 447.40' R = RECORD



SHEET 1 OF 2



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Michael R. Fagle 7-7-2017
 MICHAEL R. FAGLE Date
 License number 8585
 My license renewal date is December 31, 2018
 Pages or sheets covered by this seal:

SHEET 1 AND 2 OF 2

PERMANENT EASEMENT
PERMANENT EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
IOWA 58 AND VIKING ROAD INTERCHANGE
IDOT PROJECT NO. NHSN-058-1(93)-2R-07
PROJECT PARCEL NO. 212
OWNER: UNIVERSITY OF IOWA CREDIT UNION

BEARING / DISTANCE PERMANENT EASEMENT

1 TO 13	S 89° 18' 53" W	39.88'	40.00' RECORD
13 TO 2	S 00° 55' 05" E	10.09'	
2 TO 7	N 89° 19' 19" E	188.68'	
7 TO 8	R = 47.00' LC = S 23° 12' 33" E	L = 28.11' 27.69'	
8 TO 9	R = 482.00' LC = S 03° 28' 03" E	L = 43.88' 43.86'	
9 TO 10	S 00° 51' 35" E	190.08'	
10 TO 11	R = 30.00' LC = S 44° 07' 37" W	L = 47.11' 42.42'	
11 TO 12	N 00° 51' 35" W	10.00'	
12 TO 19	R = 20.00' LC = N 44° 07' 12" E	L = 31.40' 28.27'	
19 TO 20	N 00° 51' 35" W	190.08'	
20 TO 21	R = 472.00' LC = N 03° 28' 03" W	L = 42.97' 42.95'	
21 TO 22	R = 37.00' LC = N 19° 44' 13" W	L = 17.64' 17.48'	
22 TO 23	S 89° 19' 19" W	183.59'	
23 TO 2	N 00° 55' 05" W	10.00'	

THE PERMANENT EASEMENT GRANTED IS TO THE LAND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN PART OF THE EASTERLY 40.00 FEET OF LOT 1 AND PART OF LOT 2, ALL IN EAST VIKING PLAZA ADDITION IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89° (DEGREES) 18' (MINUTES) 53" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE NORTHERLY LINE OF THE EASTERLY 40.00 FEET OF SAID LOT 1, ALSO BEING THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF EAST VIKING ROAD, 39.88 FEET (40.00 FEET RECORD) TO THE WESTERLY LINE OF THE EASTERLY 40.00 FEET OF SAID LOT 1; THENCE SOUTH 00° 55' 05" EAST ON THE WESTERLY LINE OF THE EASTERLY 40.00 FEET OF SAID LOT 1, A DISTANCE OF 10.09 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 89° 19' 19" EAST, 188.68 FEET; THENCE SOUTHEASTERLY ON A 47.00-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY AND HAVING A 27.69-FOOT LONG CHORD BEARING SOUTH 23° 12' 33" EAST, 28.11 FEET (ARC LENGTH); THENCE SOUTHERLY ON A 482.00-FOOT RADIUS CURVE CONCAVE WESTERLY AND HAVING A 43.86-FOOT LONG CHORD BEARING SOUTH 03° 28' 03" EAST, 43.88 FEET (ARC LENGTH); THENCE SOUTH 00° 51' 35" EAST, 190.08 FEET; THENCE SOUTHWESTERLY ON A 30.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 42.42-FOOT LONG CHORD BEARING SOUTH 44° 07' 37" WEST, 47.11 FEET (ARC LENGTH) TO THE SOUTHERLY LINE OF SAID LOT 2, ALSO BEING THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF VIKING PLAZA DRIVE; THENCE NORTH 00° 51' 35" WEST, 10.00 FEET; THENCE NORTHEASTERLY ON A 20.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 28.27-FOOT LONG CHORD BEARING NORTH 44° 07' 12" EAST, 31.40 FEET (ARC LENGTH); THENCE NORTH 00° 51' 35" WEST, 190.08 FEET; THENCE NORTHERLY ON A 472.00-FOOT RADIUS CURVE CONCAVE WESTERLY AND HAVING A 42.95-FOOT LONG CHORD BEARING NORTH 03° 28' 03" WEST, 42.97 FEET (ARC LENGTH); THENCE NORTHWESTERLY ON A 37.00-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY AND HAVING A 17.48-FOOT LONG CHORD BEARING NORTH 19° 44' 13" WEST, 17.64 FEET (ARC LENGTH); THENCE SOUTH 89° 19' 19" WEST, 183.59 FEET TO THE WESTERLY LINE OF THE EASTERLY 40.00 FEET OF SAID LOT 1; THENCE NORTH 00° 55' 05" WEST ON THE WESTERLY LINE OF THE EASTERLY 40.00 FEET OF SAID LOT 1, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,818 SQUARE FEET OR 0.11 ACRE.

BLACK HAWK COUNTY
 CITY OF CEDAR FALLS
 IDOT PROJECT NO. NHSN-058-1(93)-2R-07
 PARCEL NO. 212





DEPARTMENT OF COMMUNITY DEVELOPMENT

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-268-5161
FAX 319-268-5197

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: July 5, 2018

RE: 2018 Public Sidewalk & Pedestrian Trail Improvement Project
Project No. SW-000-3148
Contract Documents

Attached for your approval are the Contract, Bid Tab, Contractor's Bond, and Certificate of Liability Insurance from Feldman Concrete for the construction of the 2018 Public Sidewalk & Pedestrian Trail Improvement Project.

The Department of Community Development recommends approving and executing the contract with Feldman Concrete for the construction of the 2018 Public Sidewalk & Pedestrian Trail Improvement Project. The 2018 Public Sidewalk & Pedestrian Trail Improvement Project involves the repair of deficient sidewalk and trails on City property, and also will provide sidewalk and trail infills around the City where none currently exist.

The low bid on this project was \$122,877.68 submitted by Feldman Concrete of Dyersville, Iowa. The funding for the project will be provided by the GO Bonds and Hotel/Motel Tax funds.

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

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

FORM OF CONTRACT

This Contract entered into in triplicate at Cedar Falls, Iowa, this ____ day of _____, 2018, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and Bruce J. Feldman of FELDMAN CONCRETE hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2018 PUBLIC SIDEWALK AND PEDESTRIAN TRAIL IMPROVEMENT PROJECT, Project No. SW-000-3148 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 4th of June, 2018, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. SW-000-3148 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Plans
- b. Notice of Public Hearing on Plans and Specifications
- c. Notice to Bidders
- d. Instructions to Bidders
- e. Supplemental Conditions
- f. General Conditions
- g. Project Specifications
- h. Form of Proposal
- i. Performance, Payment, and Maintenance Bond
- j. Form of Contract

Item E.2.j.

- k. Non-collusion Affidavit of Prime Bidder
- l. Bidders Status Form

In Witness whereof, this Contract has been executed in triplicate on the date first herein written.

Bruce J. Feldman
Contractor

CITY OF CEDAR FALLS, IOWA

By _____
James P. Brown, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. IAC68137

KNOW ALL BY THESE PRESENTS:

That we, Feldman Concrete, as Principal (hereinafter the "Contractor" or "Principal" and Merchants Bonding Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Oblige (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Hundred Twenty Two Thousand Eight Hundred Seventy Seven Dollars and Sixty Eight Cents (\$122,877.68), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2018, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**2018 Public Sidewalk and Pedestrian Trail Improvement Project
Paving/Sidewalk
Project SW-000-3148**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

Item E.2.j.

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the premises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Item E.2.j.

Project No. SW-000-3148

Witness our hands, in triplicate, this _____ day of _____, 2018.

Surety Countersigned By:

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

PRINCIPAL:

Feldman Concrete

Contractor

By: Bruce Feldman
Signature Bruce Feldman

Owner Title

SURETY:

Merchants Bonding Company

Surety Company

By: Kim Hess
Signature Attorney-in-Fact Officer

Kim Hess

Printed Name of Attorney-in-Fact Officer

Tricor

Company Name

600 Star Brewery Dr, Ste 110

Company Address

Dubuque, IA 52001

City, State, Zip Code

563-556-5441

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

IAC 68137

MERCHANTS BONDING COMPANY POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Kim Hess

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 26th day of June, 2018.



MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor, President

STATE OF IOWA COUNTY OF DALLAS ss.

On this this 26th day of June, 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram, Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of 2018.



William Warner Jr., Secretary

POA 0018 (3/17)

Item E.2.j.

4. Building Owner Loss Payable Clause

- a. The Loss Payee shown in the Schedule is the owner of the described building, in which you are a tenant.
- b. We will adjust losses to the described building with the Loss Payee. Any loss payment

- made to the Loss Payee will satisfy your claims against us for the owner's property.
- c. We will adjust losses to tenant's improvements and betterments with you, unless the lease provides otherwise.

SCHEDULE

Premises Number	Building Number	Description of Property
001	001	
001	001	

Premises Number	Building Number	Loss Payee (Name and Address)	Loan Number	Applicable Clause
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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - PRIMARY

CB-7247(3-11)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

- 1. Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for *bodily injury, property damage or personal and advertising injury* caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured(s) at the location(s) designated below.
- 2. The insurance provided by this endorsement is primary and noncontributory.

- 3. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to *bodily injury* or *property damage* occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
(Name and Address)

Location(s) of Covered Operations

CITY OF CEDAR FALLS
220 CLAY ST
CEDAR FALLS IA 50613

PER CONTRACT

control is being exercised for any purpose by;

you, any of your *employees, volunteer workers, any partner or member* (if you are a partnership or joint venture) or any member (if you are a limited liability company).

- b. Any person (other than your *employee or volunteer worker*) or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

3. Any organization you newly acquire or form, other than a partnership, limited liability company or joint venture and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage does not apply to *bodily injury or property damage* that occurred before you acquired or formed the organization; and
- c. Coverage does not apply to *personal and advertising injury* arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or *suits* brought; or
- c. Persons or organizations making claims or bringing *suits*.

2. The most we will pay for the sum of all damages because of all:

- a. *Bodily injury, property damage* and medical expenses arising out of any one *occurrence*; and
- b. *Personal and advertising injury* sustained by any one person or organization;

is the Liability and Medical Expenses Limit shown in the Declarations. But the most we will pay for all medical expenses because of *bodily injury* sustained by any one person is the Medical Expenses Limit shown in the Declarations.

3. The most we will pay under Business Liability Coverage for damages because of *property damage* to a premises while rented to you or in the case of a fire while rented to you or temporarily occupied by you with permission of the owner is the applicable Damage To Premises Rented To You Limit shown for that premises in the Declarations. For a premises temporarily occupied by you, the applicable limit will be the Damage To Premises Rented To You Limit shown in the Declarations.

4. Aggregate Limits

a. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay for injury or damage under the *products-completed operations hazard* arising from all *occurrences* during the policy period.

b. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of all damages because of all:

(1) *Bodily injury, property damage* and medical expenses arising from all *occurrences* during the policy year. This limit applies separately to:

(a) Each location owned by or rented to you. A location is a premises involving the same or connecting lots, or a premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; and

(b) Each of your projects away from a location owned by or rented to you; or

(2) *Personal and advertising injury* arising out of all offenses committed during the policy period.

The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be

Item E.2.j.

ACUITY ENHANCEMENTS - LIABILITY COVERAGES

CB-7268(8-15)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

A. Increased Bail Bond Amount

Paragraph 1f(1)(b) under Liability and Medical Expenses Coverages is replaced by the following:

- (b) Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for *bodily injury* applies. We do not have to furnish these bonds.

B. Increased Reasonable Expenses Incurred by Insured

Paragraph 1f(1)(d) under Liability and Medical Expenses Coverages is replaced by the following:

- (d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or *suit*, including actual loss of earnings up to \$350 a day because of time off from work.

C. Newly Acquired Organizations

Paragraph 3a under Who Is An Insured is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

D. Tenants Legal Liability

Paragraphs (1), (3) and (4) of the Damage to Property Exclusion do not apply to *property damage* (other than damage by fire or explosion) to premises, including the contents of such premises, rented to you for a period of 8 or more consecutive days.

The most we will pay under this coverage for damages because of *property damage* to any one premises is \$10,000. A \$250 deductible applies.

E. Knowledge of Claim or Suit

The following is added to the Duties in the Event of Occurrence, Offense, Claim or Suit Condition:

Knowledge of an *occurrence*, offense, claim or *suit* by an agent or *employee* of any insured shall not in itself constitute knowledge of the insured unless your partners, *executive officers*, directors, managers, members or a person who has been designated by them to receive reports of *occurrences*, offenses, claims or *suits* shall have received such notice from the agent or *employee*.

F. Broadened Bodily Injury

The definition of *bodily injury* is amended to include mental anguish.

G. Unintentional Failure to Disclose Hazard

The following is added to the Representations Condition in the Bis-Pak Common Policy Conditions:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject Liability coverage under this policy based solely on such failure.

H. Waiver of Subrogation for Written Contracts

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition under 2 Applicable to Liability Coverage in the Bis-Pak Common Policy Conditions:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard*. The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive rights of recovery under this policy. Such contract or agreement must have been executed prior to the *occurrence* causing injury or damage.

I. Electronic Data Liability

1. Exclusion 1s is replaced by the following:

This insurance does not apply to:

- s. Access or Disclosure of Confidential or Personal Information and Data-related Liability

- (1) Damages, other than damages because of *personal and advertising injury*, arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or

- (2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate *electronic data* that does not result from physical injury to tangible property.

This exclusion applies even if damages

CB-7268(8-15)

(continued next page)

- a. The *terrorism* is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- b. Radioactive material is released, and it appears that one purpose of the *terrorism* was to release such material; or
- c. The *terrorism* is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- d. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the *terrorism* was to release such materials; or
- e. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the *terrorism* and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
- f. Fifty or more persons sustain death or serious physical injury. For the pur-

poses of this provision, serious physical injury means:

- (1) Physical injury that involves a substantial risk of death; or
- (2) Protracted and obvious physical disfigurement; or
- (3) Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of *terrorism* which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph 2e or 2f are exceeded.

With respect to this Exclusion, Paragraphs 2e and 2f describe the threshold used to measure the magnitude of an incident of *terrorism* and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of *terrorism*, there is no coverage under this Coverage Form.

- D. The following provision is added to the Bis-Pak Property Coverage Form and the Bis-Pak Business Liability and Medical Expenses Coverage Form:

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for loss or injury or damage that is otherwise excluded under this Policy.

SCHEDULE

The Exception Covering Certain Fire Losses (Paragraph B2) applies to property located in the following states:

- Illinois
- Iowa
- Maine
- Missouri
- Wisconsin



WAIVER OF GOVERNMENTAL IMMUNITY

CB-7381(8-13)

This endorsement modifies insurance provided under the following:

BIS-PAK LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

We will waive both in the adjustment of claims and in the defense of *suits* against the insured, any

governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable Limit of Insurance.

Item E.2.j.

If we fail to meet this notice requirement, you have the option of continuing the policy for the remainder of the notice period plus an addi-

tional 30 days at its current premium rate.

A post office department certificate of mailing is proof of receipt of notice.

ADDITIONAL INSURED - COMPLETED OPERATIONS SCHEDULED - PRIMARY (OWNERS, LESSEES OR CONTRACTORS)

CB-7244(4-10)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

Who Is an Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for *bodily injury* or *property damage* caused,

in whole or in part, by *your work* at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the *products-completed operations hazard*.

The insurance provided by this endorsement is primary and noncontributory.

SCHEDULE

Name of Additional Insured Person(s) or Organization(s) (Name and Address)	Location and Description of Completed Operations
 CITY OF CEDAR FALLS 220 CLAY ST CEDAR FALLS IA 50613	PER CONTRACT

ASBESTOS EXCLUSION

IL-7012(3-14)

This endorsement modifies insurance provided under the following:

- BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSE COVERAGE FORM
- COMMERCIAL AUTO COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- DIRECTORS' AND OFFICERS' LIABILITY COVERAGE PART
- EMPLOYEE BENEFITS LIABILITY COVERAGE PART
- ERRORS AND OMISSIONS COVERAGE PART
- GARAGE COVERAGE FORM
- LIQUOR LIABILITY COVERAGE FORM
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
- POLLUTION LIABILITY COVERAGE FORM

- PRODUCT WITHDRAWAL COVERAGE PART
- PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM
- RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

The following exclusion is added:

Asbestos

This insurance does not apply to any *bodily injury* or *property damage* arising out of activities related to, but not limited to, manufacture, mining, storage, distribution, installation, sale, use, exposure to, service, testing for, repair, containment or removal of asbestos, asbestos fibers, asbestos dust, or products containing asbestos.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

WC 00 03 13(4-84)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work

under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

CITY OF CEDAR FALLS



**FORM OF PROPOSAL
2018 PUBLIC SIDEWALK AND PEDESTRIAN TRAIL
IMPROVEMENT PROJECT
PROJECT NO. SW-000-3148
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that FELDMAN CONCRETE
BRUCE S. FELDMAN have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2018 PUBLIC SIDEWALK AND PEDESTRIAN TRAIL IMPROVEMENT PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

Item No.	Description	Item Quantity and Units	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
1	Remove Sidewalk, P.C.C.	2,424.0 Square Feet	1	75	4,242	00
2	Remove Pedestrian Trail, P.C.C.	6,199.2 Square Feet	1	75	10,848	60
3	Remove Driveway P.C.C.	81.8 Square Yards	9	00	736	20
4	Place Sidewalk, P.C.C., Class "C", 4-Inch	5,090.3 Square Feet	4	75	24,178	93
5	Place Sidewalk/Pedestrian Ramp, P.C.C., Class "C", 6-inch	965.4 Square Feet	6	00	5,792	40

Item E.2.j.

	Description	Item Quantity and Units	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
6	Place Detectable Warning Panels, Pre-cast	164.0 Square Feet	30	00	4,920	00
7	Place Pedestrian Trail, P.C.C., Class "C" 6-inch	6,199.2 Square Feet	5	50	34,095	60
8	Place Driveway, P.C.C., Class "C" 6-inch	80.4 Square Yards	42	00	3,376	80
9	Excavation, Sidewalk	6,648.4 Square Feet	1	25	8,310	50
10	Topsoil, Furnish and Spread	140.70 Cubic Yards	50	00	7,035	00
11	Seeding, Fertilizing, and Mulching	10,549.0 Square Feet		85	8,966	65
12	Valve Adjustment	7.0 Each	125	00	875	00
13	Manhole Adjustment	5.0 Each	200	00	1,000	00
14	Granular Backfill	100.0 Tons	25	00	2,500	00
15	Unstable Material, Over Excavation	50.0 Cubic Yards	20	00	1,000	00
16	Traffic Control	1.0 Lump Sum	5,000	00	5,000	00
		Total Bid			122,877	68

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. Bids shall be submitted for all of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to him for signature, and start work within ten (10) calendar days after "Notice to Proceed" is issued.

Bid Security in the sum of 10% in the form of Bid Bond, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No. 1 Date 6-12-18

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder

FELDMAN CONCRETE

Bruce A Feldman

By

29888 PIER RD. Dyersville,

owner

Official Address

IA. 52040

Title



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

INTEROFFICE MEMORANDUM
Administration Division

TO: Mayor Brown & City Council
FROM: Stephanie Houk Sheetz, Director of Community Development
DATE: June 29, 2018
SUBJECT: River Place Transfer of Property

The July 2012 Development Agreement between the City and River Place Properties LC, subsequently amended in February 2016 and May 2018, requires City review and approval of property transfer under certain conditions. The planned sale of Lot 1, River Place 4th Addition to Community Main Street requires such review. Staff has reviewed the documentation provided by River Place, in accordance with Article VIII, Section 8.2.b. and consulted with our attorney. We believe the provisions are met, summarized as follows:

- §8.2.b.i (qualifications & financial responsibility of the transferee) – The 12,576 square feet of land involved in this transaction is located in an area of the revised master plan (reviewed/approved by City in 2015, recorded with the May 2018 agreement amendments) that is designated as open space, with trees to be planted. The approved site plan for Community Main Street’s building provides trees to meet the master plan.
- §8.2.b.ii (transferee expressly assumes all obligations) – The warranty deed includes a provision acknowledging that Lot 1, River Place 4th Addition is part of the River Place development and is subject to the Private Development Agreement. The River Place developer is nearing completion of their obligations, MU2, the Plaza and the hotel development remain and are in progress. Community Main Street acknowledges this lot is part of the overall development agreement, but is not taking responsibility to fulfill its terms. That will remain with River Place for the entirety of the development.
- §8.2.b.iii (legal documents and instruments provided to City) – The legal documents include: 1) Offer to Buy Real Estate and Acceptance between CMS and River Place Properties LC and 2) Warranty Deed. As noted above, the deed acknowledges Lot 1, River Place 4th Addition is part of the River Place development and is subject to the Private Development Agreement. Additionally, the City requested a letter from State Street Residences, LC (a subsequent entity under Mark Kittrell that owns River Place 4th Addition) acknowledging the pending sale to Community Main Street and confirming CMS is not obligated to fulfill terms of the development agreement. This includes that CMS will not be a taxable property, therefore they are not generating any TIF revenues for the development.
- §8.2.b.iv (consideration does not exceed actual cost to Developer of the Development Property) – Dan Lynch, Senior Vice President of First National Bank stated a land appraisal of the River Place property was conducted after the Development Agreement in 2012. It determined the land value to be \$15.70 per square foot. Lot 1 is 12,576

Item E.2.k.

square feet, equating to a potential value of \$197,443.20. The Offer to Buy Real Estate and Acceptance is for \$47,220.

- §8.2.b.v (any other desirable City conditions) – None.

Staff requests City Council's concurrence with the terms of the 2012 River Place Development Agreement including subsequent amendments of February 2016 and May 2018. This will allow the sale of Lot 1 River Place 4th Addition to Community Main Street to proceed.

Please feel free to contact me with any questions.

Attachments:

1. Excerpt of River Place Development Agreement (2012): Article VIII, Section 8.2
2. Letter requesting City approval
3. Offer to Buy Real Estate and Acceptance between CMS and River Place Properties LC
4. Warranty Deed
5. Acknowledgment & Consent from State Street Residences, LC

xc: Charles Augustine, Attorney for River Place
Carol Lilly, Community Main Street
Nathan Overberg, Ahlers & Cooney, P.C.
Kevin Rogers, City Attorney

(c) the fact that any act or transaction involving or resulting in a change in the majority ownership or with respect to the identity of the parties in control of the Developer or the degree thereof, is for practical purposes a transfer or disposition of the Development Property then owned by the Developer, the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer, and in so doing is further willing to accept and rely on the obligations of the Developer for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in this Agreement.

Section 8.2 Prohibition Against Subsequent Transfer of Property and Assignment of Agreement. For the foregoing reasons the Developer represents and agrees for itself, and its successors and assigns, that prior to the Termination Date:

(a) Except only by way of security for, and only for, (i) the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Development Property, or any part thereof, to perform its obligations to construct the Project under this Agreement, and (ii) any purpose authorized by this Section 8.2(c) of this Agreement, the Developer (except as so authorized) has not made or created, and will not, make or create, or suffer to be made or created, any total or partial sale, assignment, or conveyance, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement, or any part thereof or any interest therein, without the prior written approval of the City.

(b) The City shall be entitled to require, in the exercise of its reasonable discretion and except as otherwise provided in this Agreement, as conditions to any such approval of sale, assignment or conveyance that:

(i) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(ii) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject; provided, however, no transfer of or change with respect to ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Development Property, or portion thereof, the City would have had, had there been no such transfer or change.

(iii) There shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer of any portion of the Development Property prior to completion of the applicable Phase; and if approved by the City, its approval shall be indicated to the Developer in writing.

(iv) The consideration payable upon any transfer by the transferee of any portion of the City Property for which consent is required under this Section 8.2 shall not exceed an amount representing the actual cost (including carrying charges) to the Developer of

Item E.2.k.

the Development Property (or allocable to the part thereof or interest therein transferred) and the cost of all improvements and other Project costs, if any, constructed or incurred; it being the intent of this provision to preclude assignment of this Agreement or transfer of the Development Property (or any parts thereof) for profit prior to the completion of the each particular Phase, and to provide that in the event any such assignment or transfer is made (and is not cancelled), the City shall be entitled to seek from the Developer the amount of the consideration payable for the assignment or transfer that is in excess of the amount that may be authorized pursuant to this subdivision (iv), and such consideration shall, to the extent it is in excess of the amount so authorized, belong to and forthwith be paid to the City.

(v) The Developer and its transferee shall comply with such other conditions as the City may find desirable to achieve and safeguard the purposes of the Urban Renewal Act and the Urban Renewal Plan; provided, in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Project, or from any of its other obligations under this Agreement.

Section 8.3 Transfers of Platted Parcels. Notwithstanding anything to the contrary herein, Developer shall not be prohibited from, and the City's consent shall not be required for: (i) selling, transferring, conveying or otherwise disposing of any condominium units within any Phase whether the applicable Phase has been completed, (ii) entering into ground leases, licenses or granting or conveying other legal interests in any portion of the Development Property so long as Developer retains its ownership interest in the applicable portion of the Development Property, (iii) sale, transfer or conveyance of a Platted Parcel to a hotel owner or developer subject to compliance with the requirement for approval of Construction Plans under Article V and receipt of the City's approval of site plan for the construction of a hotel in accordance with the City's Code of Ordinances, (iv) sale, transfer or conveyance of the Platted Parcel(s) corresponding to the Mill Race Parcel to Western Home or its affiliates, or (v) transferring or conveying any portion of the Development Property to another entity owned or controlled by Developer, or by Developer's principles and affiliates, Eagle View Partners, LC, Mark Kittrell and Jean Fischer, provided, however, that the other entity shall assume and be bound to all of Developer's obligations under this Agreement with respect to the portion of the Development Property conveyed and shall be considered the "Developer" for all purposes under this Agreement with respect to that portion of the Development Property. The City shall not be entitled to any consideration or compensation in any of the foregoing events, and Developer shall be entitled to retain all excess consideration, profits and other amounts. In the event Developer shall sell, transfer, convey or otherwise dispose of any portion of the Development Property as permitted in this Section 8.2(c), Developer shall be entitled to receive all Economic Development Grants notwithstanding any transfer permitted hereunder, on condition that Developer shall include a provision in the transferring document as to which entity, after the transfer or conveyance, shall be entitled to receive all Economic Development Grants allocable to such portion of the Development Property and provide a copy of such document to the City. Regardless of transfer or conveyances, eligibility for Economic Development Grants is subject to compliance with this Agreement.



531 Commercial Street, Ste. 250, Waterloo, IA 50701 | p. 319.232.3304 | f. 319.232.3639 | klatt-law.com

June 19, 2018

Stephanie Houk Sheetz, ACIP
Director of Community Development
City of Cedar Falls
220 Clay St.
Cedar Falls, IA 50613

Re: Sale of Lot 1 River Place 4th Addition, Cedar Falls

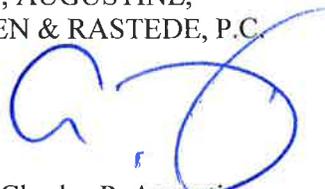
Dear Stephanie:

I write in follow-up to our earlier conversation. As I had mentioned to you, State Street Residences, L.C., intends to sell to Community Main Street, Inc., Lot 1 River Place 4th Addition. Attached please find a copy of the signed purchase agreement relative to this transaction. My client believes that this transaction and CMS's pending move will have a very positive impact on the downtown Cedar Falls community. As such, and pursuant to the private re-development agreement between the City of Cedar Falls and River Place Properties, LC, dated July 16, 2012, my client asks that the city approve this pending transaction as soon as possible. If you need any further information or have any questions, please do not hesitate to contact me.

Sincerely yours,

KLATT, AUGUSTINE,
TREINEN & RASTEDE, P.C.

By:


Charles P. Augustine

CPA/st
cc: Steve Long
Enclosure

Item E.2.k.

OFFER TO BUY REAL ESTATE AND ACCEPTANCE (NONRESIDENTIAL)

TO: State Street Residences, LC (Seller)

The undersigned Buyer hereby offers to buy and the undersigned Seller by its acceptance agrees to sell the real property situated in Cedar Falls, Iowa, legally described as:

THAT PART OF LOT 1 IN RIVER PLACE 1ST ADDITION BEING A SUBDIVISION IN PART OF THE NE ¼ OF SECTION 12, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89°23'18" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 133.65 FEET; THENCE NORTH 0°35'29" WEST, A DISTANCE OF 110.21 FEET; THENCE NORTH 59°54'00" EAST, A DISTANCE OF 62.96 FEET TO THE EASTERLY LINE OF SAID LOT 1; THENCE SOUTH 30°24'20" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 133.04 FEET; THENCE 26°54'23" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 28.73 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 12,576 SQUARE FEET OR 0.29 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD,

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants, and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided Buyer, on possession, are permitted to use the Property for any commercially reasonable purpose, including but not limited to storing the Chamber building and other items necessary for installation and construction at the time of possession and prior to closing, subject to the terms of the attached Addendum.

1. PURCHASE PRICE. The Purchase Price shall be \$47,220 and the method of payment shall be as follows: \$0 with this offer, to be deposited upon acceptance of this offer and held in trust by N/A as earnest money, to be delivered to the Seller upon performance of Seller's obligations and satisfaction of Buyer's contingencies, if any; and the balance of the Purchase Price, at closing, represented by the transfer to Seller of any and all of Buyer's Class C Units of State Street Mixed Use LC, an Iowa limited liability company ("SSMU"), pursuant to a unit transfer power, attached hereto as Exhibit A, and the termination of that certain Services Agreement between Buyer and SSMU (to occur immediately upon the transfer of said units).

2. REAL ESTATE TAXES. Seller shall pay 100% of all property taxes attributable in whole or in part to this parcel until Black Hawk County, Iowa establishes and independently taxes the Property as a separate tax parcel and any unpaid real estate taxes payable in prior years. Buyer shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS.

A. Seller shall pay in full at time of closing all special assessments which are a lien on the Property as of the date of acceptance of this Agreement.

B. IF "A" is stricken, then Seller shall pay at time of closing all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.

C. All charges for solid waste removal, sewage and maintenance that are attributable to Seller's possession, including those for which assessments arise after closing, shall be paid by Seller.

D. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by Seller through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to Seller.

E. Buyer shall pay all other special assessments or installments not payable by Seller.

4. RISK OF LOSS AND INSURANCE. Seller shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction of the Property or any significant property placed upon the Property after possession but prior to closing, this Agreement shall be null and void; provided, however, Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If Buyer timely performs all obligations, possession of the Property shall be delivered to Buyer on March 20, 2018, and any adjustments of rent, insurance, interest and all charges attributable to the Seller's possession shall be made as of the date of possession. Closing shall occur after the approval of title by Buyer and vacation of the Property by Seller, but no later than April 30, 2018 unless otherwise agreed in writing. Seller agrees to permit Buyer to inspect the Property within 72 hours prior to possession to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the delivery of the title transfer documents to Buyer and receipt of all funds then due at closing from Buyer under the Agreement.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached. Also included shall be the following: Any and all property of any nature whatsoever present on the Property, unless Buyer specifically requests that Seller remove certain property from the Property prior to the possession date.

The following items shall not be included: NONE.

Item E.2.k.

7. **CONDITION OF PROPERTY.** The Property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the Seller in its present condition until possession, ordinary wear and tear excepted.

Within 15 days after the acceptance of this Agreement, Buyer may, at its sole expense, have the Property inspected by a person or persons of their choice to determine if there are any structural, mechanical, plumbing, electrical, environmental, or other deficiencies. Within this same period, the Buyer may notify in writing the Seller of any deficiency. The Seller shall immediately notify the Buyer in writing of what steps, if any, the Seller will take to correct any deficiencies before closing. The Buyer shall then immediately in writing notify the Seller that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to Buyer.

8. **ABSTRACT AND TITLE.** Seller, at its expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, or as close thereto as possible, and deliver it to Buyer's attorney for examination. It shall show marketable title in Seller in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The Seller shall make every reasonable effort to promptly perfect title. If closing is delayed due to Seller's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of Buyer when the Purchase Price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller or their assignees. The abstract shall be obtained from Title Services Corporation, an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.

9. **SURVEY.** If a survey is required under Iowa Code Chapter 354, or city or county ordinances, Seller shall pay the costs thereof. Seller shall, at Seller's expense prior to closing, have the Property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

10. **ENVIRONMENTAL MATTERS.** The parties acknowledge that the Property has been impacted by environmental contamination caused by parties other than parties to this Agreement. The parties further acknowledge that the Property is enrolled in the Iowa Land Recycling Program ("LRP") established pursuant to Chapter 455H of the Code of Iowa.

Seller or its predecessor in title has secured Phase I and Phase II environmental testing as to the Property and has provided to Buyer reports detailing the results of said testing. Seller has received from the Iowa Department of Natural Resources a No Further Action Letter relative to the Property. The Property is subject to a pending soil management plan, a copy of which Seller has provided to Buyer. The parties agree to comply with all terms and conditions of said soil management plan. Subject to the foregoing, the parties agree as follows:

A. Within five (5) days after acceptance of this Agreement, Seller will deliver to Buyer, at no cost to Buyer, all documents in the possession or control of the Seller and/or its agents, affiliates, representatives, consultants and/or contractors, including but not limited to site plans, maps, historical records showing past use of the property and storage of petroleum products or other products, reports, studies, investigations, audits, assessments, actions, or tests, relating in any way with the Environmental Condition of the Real Estate, to the compliance of the Real Estate with the Environmental Laws or the presence of Hazardous Substances on, at, or about the Real Estate, including but not limited to those that were: (A) prepared for Seller or any related party or affiliate or predecessor in interest; or (B) prepared for other persons or entities, and are in the possession, custody or control of Seller or any related party or affiliate or predecessor in interest (collectively, the "Environmental Documents"). Buyer shall be entitled to make copies of all such documents, at Buyer's cost. Seller authorizes Buyer to speak to any person involved in the preparation of the Environmental Documents. At no cost to Buyer, Seller shall cooperate with Buyer in obtaining reliance agreements, if permitted under the law, for any previous environmental site assessments or other reports.

B. Seller represents and warrants to Buyer the following:

(i) Seller, or to Seller's knowledge, its predecessors in title, has not, *other than as disclosed above*: (i) entered into or been subject to any order or decree, administrative or judicial, on consent or other, pursuant to applicable Environmental Laws (as hereafter defined) or relating to any Environmental Condition (as hereafter defined); (ii) received any written request for information, notice, demand letter, administrative inquiry, or formal or informal complaint, demand or claim with respect to any Environmental Condition (including under the citizen suit provision of any Environmental Law); or (iii) been the subject of or threatened with, any governmental enforcement action or third party claim under any Environmental Law or relating to and/or arising from any Environmental Condition or Release at, on or from the Real Estate and Seller has no reason to believe that any of the above is reasonably likely to be forthcoming.

(ii) Seller and, to Seller's knowledge, its tenants and predecessors in title, have *other than as disclosed above* complied, and Seller is presently in compliance, with all applicable Environmental Laws at the Real Estate.

(iii) Seller, to Seller's knowledge, has not *other than as disclosed above* generated, manufactured, refined, transported, treated, stored, handled, disposed, transferred, produced, recycled, or processed any Hazardous Substances at or from the Real Estate except, in each case, in compliance with all applicable Environmental Laws.(iv)

Other than as disclosed above there has been no Release or any Threat of Release of any Hazardous Substances (as hereinafter defined) to, at, or from the Real Estate during Seller's ownership of the Real Estate, or to Seller's knowledge, during any predecessor's ownership

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of the Real Estate.

(v) *Other than as disclosed above*, there are no past or present events, conditions, circumstances, activities, practices, incidents, actions, omissions or plans during Seller's ownership of the Real Estate, or to Seller's knowledge, during any predecessor's ownership of the Real Estate that may give rise to any Environmental Liability at the Real Estate or that otherwise may form the reasonable basis of any proceeding, hearing, study or investigation relating to the Real Estate or the present or former operations at the Real Estate: (A) under any Environmental Laws; (B) based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, Release or Threatened Release, of any Hazardous Substance; or (C) resulting from exposure to work place hazards.

(vi) To Seller's knowledge, the Environmental Documents contain no material misstatements or omissions, and there is no survey, analysis or review prepared by any person or entity that is not included or mentioned in the Environmental Documents that discusses any existing or potential Environmental Liability of Seller, or any predecessor in title, in connection with the Real Estate *other than as disclosed above*.

(vii) Seller or, to Seller's knowledge, any predecessor in title, has not at any time produced, manufactured, sold or otherwise placed in commerce any product containing PCBs, asbestos or asbestos-containing material, and to the knowledge of Seller, there are no and there never has been any, PCBs, asbestos or asbestos-containing materials present on the Real Estate *other than as disclosed above*.

(viii) During Seller's ownership of the Real Estate and, to Seller's knowledge, during any predecessor's ownership of the Real Estate, notice of any and all releases of Hazardous Substances at, on or from the Real Estate have been made to the appropriate governmental authorities as required by law.

(ix) Seller shall continue until completion any and all investigations, removals, closures, response, and/or remediation of any Environmental Condition existing at, on or from the Real Estate at the time of possession by Buyer as may be required by law and/or governmental authorities having jurisdiction over the matter. In undertaking such work, the Seller agrees to the following:

(a) Fully assign to the extent assignable the no further action letter from the governmental authority having jurisdiction over the matter to Buyer; and

(b) Obtain pre-approval of the work plan and access needs from the Buyer; and

(c) Undertake such activities in a manner which is least likely to interfere with and/ or diminish Buyer's use and quiet enjoyment of the Real Estate; and

(d) Agree to no restrictions or limitations on the use of the Real Estate

without the prior written approval of the Buyer.

(x) Seller shall defend, indemnify, and hold the Buyer harmless from any and all claims arising from any Environmental Condition, Release or Threat of Release of any Hazardous Substance at, on or from the Real Estate, and any non-compliance with the Environmental Laws existing on or before the date of possession by Buyer.

C. For purposes of this Section 10, the following terms shall have the respective meanings set forth below:

(i) “*Environmental Condition*” means any condition with respect to the environment (including the air, water, groundwater, surface water and land), whether or not yet discovered, which could or does result in any injury, damage, loss, cost, expense, claim, demand, order or liability to or against any person or entity by any third party or governmental entity, including, without limitation, any condition resulting from the ownership of the Real Estate, operation of a business or any activity or operation formerly conducted by any person or entity on the Real Estate.

(ii) “*Environmental Laws*” are defined as applicable federal, state and/or local laws, regulations and legal requirements pertaining to (i) the protection of health, safety and the indoor and outdoor environment, (ii) the conservation, management or use of natural resources and wildlife, (iii) the protection, access to or use of surface water and groundwater, (iv) the management, manufacture, possession, presence, use, generation, transportation, treatment) storage, disposal, Release, threatened Release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Substance, (v) pollution (including, without limitation, any Release to air, land, surface water and groundwater), (vi) tort actions or other claims based on the alleged violation of any environmental laws or regulations or related common law duties and includes, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendment and Reauthorization Act of 1986, 42 USC 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments of 1984, 42 USC 6901 et seq.; the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 USC 1251 et seq.; the Clean Air Act of 1966, as amended, 41 USC 7401 et seq.; the Toxic Substances Control Act of 1976, 15 USC 2601 et seq.; the Hazardous Substances Transportation Act, 49 USC App. 1801 et seq.; the Occupational Safety and Health Act of 1970, as amended, 29 USC 651 et seq.; the Oil Pollution Act of 1990, 33 USC 2701 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 USC 11001 et seq.; the National Environmental Policy Act of 1969, 42 USC 4321 et seq.; the Safe Drinking Water Act of 1974, as amended, 42 USC 300(f) et seq.; Chapter 455B of the Iowa Code; any similar, implementing or successor law to any of the foregoing and any amendment, rule, regulation, order or directive issued thereunder.

(iii) “*Environmental Liabilities*” means all liabilities of a person or entity, whether such liabilities are owed by such person or entity to any governmental authorities, third parties or otherwise, arising under or relating to any Environmental Law or Environmental Condition.

(iv) “*Hazardous Substance*” means any substance: (A) the presence of which requires investigation, removal, or remediation under any Environmental Laws; (B) which is

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defined as a "contaminant," "pollutant," "hazardous waste" or "hazardous substance" under any Environmental Laws; (C) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic or mutagenic or otherwise hazardous and is regulated under Environmental Laws; or (D) that is gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls (PCBs) or asbestos.

(v) "Release" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping into the environment.

(vi) "Threat of Release" means a substantial likelihood of a Release.

D. The parties acknowledge that the Buyer is acquiring the Real Estate as a bona fide prospective purchaser as that term is used in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et. seq., and Seller shall freely cooperate with Buyer in sustaining that status.

11. DEED. Upon payment of the Purchase Price, Seller shall convey the Property to Buyer by general warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by Buyer.

12. RESERVED.

13. RESERVED.

14. STATEMENT AS TO LIENS. The property shall be free of all liens as of the time of closing.

15. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

16. RESERVED.

17. REMEDIES OF THE PARTIES.

A. If Buyer fails to timely perform this Agreement, Seller may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of Buyer's default (during which thirty days the default is not corrected), Seller may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If Seller fails to timely perform this Agreement, Buyer shall have the right to have all payments made returned to them.

C. Buyer and Seller are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment

for costs and attorney fees. The prevailing parties right to recover costs and attorney fees shall survive the termination of this purchase agreement and apply to any action related to or arising out of the purchase of or disclosures regarding the Property.

18. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

19. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by Seller and Buyer. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. 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.

20. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

21. CERTIFICATION. Buyer and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

22. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to Buyer on or before March __, 2018, this Agreement shall be null and void and all payments made shall be returned immediately to Buyer. If accepted by Seller at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

Accepted 
Seller

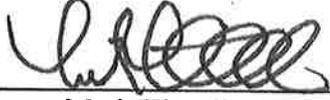
Dated of Offer: 
Buyer

Item E.2.k.

State Street Residences, LC

Tax Id: 46-1523316

By:



Print Name: Mark Kittrell

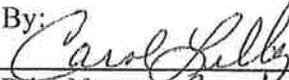
Its: Managing Member

Address : Attn: Mark A. Kittrell,
200 State Street,
Cedar Falls, IA 50613

Community Main Street, Inc.

Tax Id: 42-1303027

By:



Print Name: Carol Lilly

Its: Executive Director

Address : 206 Main Street, Suite B,
Cedar Falls, IA 50613

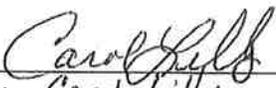
EXHIBIT A

UNIT TRANSFER POWER
OF CLASS C UNITS OF
STATE STREET MIXED USE LC

For consideration, the value of which is hereby acknowledged, **Community Main Street, Inc.**, an Iowa nonprofit corporation, hereby transfers, conveys, and assigns to **River Place Properties LC**, an Iowa limited liability company, eight hundred fifty thousand (850,000) Class C Units (the "Units") of State Street Mixed Use LC, an Iowa limited liability company (the "Company"), registered in the name of Community Main Street, Inc. on the books and records of the Company and which are uncertificated. Community Main Street, Inc. hereby irrevocably appoints Mark Kittrell as its attorney-in-fact to transfer the Units on the books of the Company with full powers of substitution in the premises.

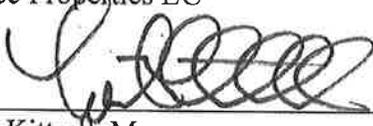
Dated: _____, 2018

Community Main Street, Inc.

By: 
Name: Carol Lilly
Title: Executive Director

Transfer accepted by:

River Place Properties LC

By: 
Mark Kittrell, Manager

CONSENT TO TRANSFER

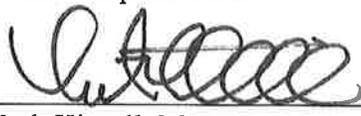
Pursuant to Sections 9.1 and 9.5 of the Amended and Restated Operating Agreement of the Company, the undersigned, constituting the Manager of the Company and the sole Class A Member of the Company, hereby consent to the above transfer of Units.

Manager:


Mark Kittrell

Class A Member:

River Place Properties LC

By: 
Mark Kittrell, Manager

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ADDENDUM TO PURCHASE AGREEMENT – EARLY POSSESSION

1. Possession. Upon the date set forth in the Purchase Agreement, Community Main Street, Inc. (“Buyer”) (including its successors, agents, or assignees) may take possession of the Real Estate.

2. Alterations or Improvements. Buyer may improve and/or alter the Real Estate during the term of this Agreement, including but not limited to commencing ground work, surveying, grading, excavating, pouring or setting footings and walls, or undertaking any other action reasonably designed to commence work toward construction of any improvement upon the Property.

3. Termination of Early Possession. If, through no fault of either party and in the absence of any breach of the Purchase Agreement, the contemplated sale of the Real Estate pursuant to the Purchase Agreement is not closed by July 30, 2018, then Buyer agrees to vacate the premises and, unless otherwise agreed, may remove any property from the Real Estate.

4. Insurance. Buyer shall obtain premises liability insurance in a commercially reasonable amount, and property and casualty insurance insuring the Real Estate in a commercially reasonable amount, with such insurance to be endorsed to include Seller as an additional insured. Said insurance shall be in force no later than the date of possession and shall remain in effect during the term of this Agreement. Buyer shall deliver a certificate or other written evidence of insurance to Seller as soon as reasonable practical. If for any reason Buyer is unable to obtain such insurance coverage, and in such case if Seller is authorized by its insurance company to continue the insurance in force during the term of this agreement, Buyer agrees to pay Seller for the prorated portion of the insurance premiums on the insurance during the term of this Agreement. Buyer also shall insure Buyer’s personal property brought onto the Real Estate for its full insurable value.

5. Indemnification. Buyer agrees to indemnify and hold Seller harmless from any and all claims, expenses, damages, or causes of action arising out of Buyer’s early use and occupancy of the Real Estate pursuant to the terms of this Addendum, other than acts which constitute negligence or greater culpability on the part of Seller.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Any and all litigation arising out of this Agreement shall be venued in Black Hawk County District Court in Waterloo, Iowa, and the parties mutually agree to said court’s jurisdiction over the parties and the subject matter of this Agreement.

Community Main Street, Inc.

By:  _____

State Street Residences LC

By:  _____

Return To: Klatt Law Firm, 531 Commercial St., Ste 250, Waterloo, IA 50701, Attn: Sarah Thome
Preparer: Charles P. Augustine, 531 Commercial Street, Ste. 250, Waterloo, IA 50701, (319) 232-3304
Taxpayer: Community Main Street, Inc., 206 Main Street, Suite B, Cedar Falls, IA 50613
TSC#18-00698

WARRANTY DEED

For the consideration of One and No/100----- Dollar(s) and other valuable consideration, State Street Residences, LC, a limited liability company organized and existing under the laws of Iowa, does hereby Convey to Community Main Street, Inc., the following described real estate in Black Hawk County, Iowa:

Lot 1, River Place 4th Addition to the City of Cedar Falls, Black Hawk County, Iowa.

Subject to easements, restrictions, covenants, ordinances and limited access provisions of record.

This conveyance and the grantee’s use of the Property are subject to that one certain Agreement for Private Development by and between the City of Cedar Falls and River Place Properties, LC, dated and approved by City of Cedar Falls Resolution No. 18166 on July 16, 2012, as evidenced of record by that one certain Memorandum of Agreement filed July 23, 2012, as Doc. No. 2013-00001532, in the office of the Black Hawk County Recorder, and as amended in February 2016, in Doc. No. 2016-00014363 and May 2018, in Doc. No. 2018-00019969. Grantee accepts the Property subject to any use restrictions and conditions that run with the land and any rights, remedies or controls of the City vis-à-vis the Property contained in the Agreement for Private Development, as amended.

Grantor does Hereby Covenant with grantees, and successors in interest, that grantor holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantor Covenants to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated.

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: _____

State Street Residences, LC

Mark Kittrell, as Managing Member

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of July, 2018, by Mark Kittrell, as Managing Member of State Street Residences, LC.

Notary Public

Return To: Klatt Law Firm, 531 Commercial St., Ste 250, Waterloo, IA 50701, Attn: Sarah Thome
Preparer: Charles P. Augustine, 531 Commercial Street, Ste. 250, Waterloo, IA 50701, (319) 232-3304
Taxpayer: Community Main Street, Inc., 206 Main Street, Suite B, Cedar Falls, IA 50613
TSC#18-00698

ACKNOWLEDGMENT AND CONSENT

This acknowledgment and consent is executed and given this ____ day of July, 2018 by River Place Properties, LC.

WITNESSETH, WHEREAS, River Place Properties, LC (hereinafter the “River Place”) and the City of Cedar Falls (hereinafter the “City”) are the parties to one certain Agreement for Private Development dated and approved by City of Cedar Falls Resolution No. 18166 on July 16, 2012, as subsequently amended in February 2016, in Doc. No. 2016-00014363 and May 2018 in Doc. No. 2018-00019969, “(hereinafter the “Agreement”), which Agreement was evidenced of record by that one certain Memorandum of Agreement filed July 23, 2012, as Doc. No. 2013-00001532 in the Office of the Black Hawk County Recorder; and

WHEREAS, River Place has conveyed to State Street Residences, LC (hereinafter the “State Street”) real property legally described as **Lot 1, River Place 4th Addition to the City of Cedar Falls, Black Hawk County, Iowa** (hereinafter the “Real Estate”), which Real Estate is subject to the terms of the Agreement; and

WHEREAS, State Street is involved in a pending transaction for the sale and conveyance of the Real Estate to Community Main Street, Inc.; and

WHEREAS, River Place desires to acknowledge its consent to said pending sale and conveyance of the Real Estate.

NOW THEREFORE, for valuable consideration received, River Place hereby acknowledges its consent of the sale and conveyance of the Real Estate by State Street to Community Main Street, Inc., and the completion of all matters reasonably related to effectuate said sale and conveyance.

River Place Properties, LC

Mark Kittrell, as Managing Member

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of July, 2018, by Mark Kittrell, as Managing Member of River Place Properties, LC.

Notary Public

